

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**San Joaquin Continuum of Care (CA-511)**

**AND**

**Central Valley Low Income Housing Corporation**

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**WHEREAS** the San Joaquin Continuum of Care ("CoC") adopted a Governance Charter on June 28, 2018;

**WHEREAS** the CoC shall serve the geographic area of San Joaquin County, CA:

- Provide leadership and effective stewardship of resources
- Facilitate community planning, design and implementation of programs critical to ending homelessness in San Joaquin County

**WHEREAS** the CoC shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578 to designate an eligible organization to serve as the Homeless Management Information System (HMIS) Lead Agency to provide services outlined in this Memorandum of Understanding (MOU);

**WHEREAS** the CoC has designated its Board of Directors to sign this Memorandum of Understanding on its behalf; and

**WHEREAS** the Central Valley Low Income Housing Corporation, a 501 (c)(3) nonprofit organization, has been designated as the HMIS Lead Agency by the CoC, and as such is the sole eligible subrecipient for HUD's CoC Program HMIS component grant, shall manage the HMIS as required by HUD, and shall assure that the CoC is in compliance with all applicable HUD rules and regulations;

The parties agree to the following:

**ROLES AND RESPONSIBILITIES OF THE HMIS LEAD AGENCY:**

1. Oversee day-to-day administration and operation of HMIS.
2. Maintain relationship with vendor, including execution of active contract.
3. Maintain and keep current all software licenses and user agreements.
4. Maintain a working relationship with all covered homeless organizations (CHOs).
5. Develop and implement HMIS-related trainings for end users.
6. Develop and implement a data quality plan approved by the CoC's Data and HMIS Committee.

7. Develop and implement a data security and privacy plan approved by CoC's Data and HMIS Committee.
8. Provide training to end users on creation and use of standard reports.
9. Produce standard and customized reports, as necessary, or when requested by CoC members.
10. Monitor and confirm that CoC's HMIS implementation system complies with HUD's current data standards.
11. Develop and implement plan to recruit CoC members who are non-HMIS-participating as HMIS users.
12. Staff CoC's Data and HMIS Committee.
13. As HMIS System Administrator, complete mandatory data reporting to HUD.
14. Develop CoC Program HMIS Component project application for annual CoC Program Consolidated application
  - a. Develops and adheres to annual project application budget
  - b. Provides match for HUD HMIS grant, as specified in CoC Program sub-recipient agreement
15. Provide input into development of budget for CoC HMIS Implementation annual budget.
16. Provide input and guidance into the planning for annual Point in Time Count and Housing Inventory Count.
17. Provide input and guidance into the planning for annual gaps analysis.

**ROLES AND RESPONSIBILITIES OF THE CoC BOARD OF DIRECTORS:**

1. Approve policies and procedures for performance monitoring, evaluation, corrective plans and reporting for all CoC Program and ESG recipients and subrecipients.
2. Ensure that any potential or perceived conflicts of interest are addressed in an effective, open, and timely manner.
3. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
4. Review and approve the CoC Program HMIS Component project application as a response to HUD's annual CoC Program NOFA for homelessness assistance resources.
5. Approve CoC performance targets appropriate for each population and program type.
6. Conduct an annual performance review of the HMIS Lead Agency.

**DURATION AND RENEWAL**

Except as provided in the TERMINATION section, the duration of the MOU shall be from January 9, 2020 through August 31, 2021. This agreement shall renew automatically on September 1 of each year unless either party gives notification pursuant to TERMINATION section.

**AMENDMENTS/NOTICES**

The MOU may be amended in writing by either party and is in effect upon signature of both parties.

Notices shall be mailed, emailed or delivered to:

1. Chair of the CoC Board of Directors
2. Executive Director of Central Valley Low Income Housing Corporation.

**TERMINATION**

Either party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 60 days written notice to the other party. If the HUD CoC Program HMIS Component grant relied upon to undertake activities described in the MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 30 days by providing written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

Signatures:



Jonathan Mendelson  
Chair, CoC Board of Directors  
San Joaquin Continuum of Care

1-13-2020

Date



Bill Mendelson  
Executive Director  
Central Valley Low Income Housing  
Corporation

1-13-20

Date