

Contract Number

SAP Number

## Community Development and Housing Agency

<b>Department Contract Representative</b>	Tom Hernandez Homeless Services Officer
<b>Telephone Number</b>	909-386-8208
<b>Contractor</b>	
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	Date of Execution-October 31, 2021
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	N/A

**Briefly describe the general nature of the contract:** Standard non-financial Memorandum of Understanding template outlining expectations for the provision of the Homeless Management Information System with County of San Bernardino homeless service providers, effective upon the date of execution through October 31, 2021.

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p>▶ _____</p> <p>Robert F. Messinger, Principal Assistant County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____</p> <p>Dena Fuentes, Deputy Executive Officer</p> <p>Date _____</p>
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**MEMORANDUM OF UNDERSTANDING**

**Between**

**County of San Bernardino**

**Acting By and Through**

**County of San Bernardino Community Development and Housing Agency**

**Office of Homeless Services**

**And**

**City of Rialto**

**For Homeless Management Information System**

**Date of Execution through October 31, 2021**

**WHEREAS**, the County of San Bernardino (County) Community Development and Housing Agency (CDHA) Office of Homeless Services (OHS) is responsible for coordinating countywide efforts to end and prevent homelessness in San Bernardino County; and,

**WHEREAS**, the United States Congress, in accepting Conference Report 106-988m indicated that “local jurisdictions should be collecting an array of data on homelessness in order to prevent duplicate counting of homeless persons and to analyze their patterns of use of assistance, including how they enter and exit the homeless assistance system and the effectiveness of the systems”; and,

**WHEREAS**, OHS has been allocated funds by the United States Department of Housing and Urban Development (HUD) to provide data collection services regarding the individuals experiencing homelessness in the County of San Bernardino; and,

**WHEREAS**, OHS is responsible for administering and maintaining the HUD mandated county-wide Homeless Management Information System (HMIS), a web-enabled database used by homeless services providers to capture information about the San Bernardino County persons they serve; and

**WHEREAS**, OHS is responsible for ensuring that all homeless services providers within the County of San Bernardino adhere to HUD and local policy and procedures regarding the utilization of the HUD mandated HMIS; and,

**WHEREAS**, OHS is the system host and provides the personnel and administrative support to operate HMIS, and has the responsibility to establish, support and manage HMIS in a manner that will meet HUD’s standards for minimum data quality, privacy, security and other requirements for agencies participating in HMIS; and,

**WHEREAS**, **City of Rialto** hereafter referred to as “Agency,” has been awarded, allocated funds, or seeks to provide homeless program services within the County of San Bernardino;

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, acting by and through OHS, and Agency agree to the following terms and conditions:

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## **I. BACKGROUND**

In September of 2007, the San Bernardino County Board of Supervisors (Board) approved the formation of the San Bernardino County Homeless Partnership (Partnership) to provide leadership in creating a stronger countywide network of service delivery to homeless individuals, homeless families, and those at risk of becoming homeless through facilitating better communication, planning coordination, and cooperation among all entities that provide services to the county's homeless.

In addition, the Board created the OHS, originally under Human Services and the Department of Behavioral Health, now administered by the Community Development and Housing Agency, to provide administrative support for the newly formed Partnership.

To address the multidimensional problem of homelessness locally and nationally, HUD, through a Congressional directive, required all Continuum of Cares (CoC) to implement an expanded HMIS to address the problem more effectively. An HMIS is a computerized data collection system used by homeless services providers to capture information about the persons they serve. This data collection system tracks collaborative agencies' services that are provided throughout each CoC to homeless individuals and families. Services tracked include emergency, transitional, and permanent housing bed usage, employment, veteran's status, referrals to health and human service providers, legal aid or other relevant supportive service agencies.

In February 2013, OHS accepted a grant agreement from HUD to administer and maintain the HMIS for the County of San Bernardino.

This MOU between OHS and the Agency delineates the roles and responsibilities of OHS and the Agency regarding HMIS participation to capture information about the San Bernardino County persons they serve.

## **II. OHS RESPONSIBILITIES**

OHS shall:

- A. Ensure compliance with all applicable federal and state laws and regulations regarding the protection of client privacy and confidentiality of client information.
- B. Provide the Agency with a matrix clearly outlining the HUD required data elements that must be included in the data file to be migrated to the OHS HMIS system; (if applicable).
- C. Provide User ID and Passwords to Users before being granted access to HMIS.
- D. Provide monthly User's, Agency Administration and Report Training; and other trainings deemed necessary.
- E. Conduct regular on-site monitoring visits to ensure compliance with HUD and HMIS Policies and Procedures.
- F. Provide ongoing data and technical support through monthly trainings, one-on-one trainings as well as Webinars via Go-To-Meetings.
- G. Create monthly reports as needed and submit them as an e-mail attachment for review.
- H. Provide utilization reports to participating agencies on a regular basis to include data quality and tracking.

## **III. AGENCY RESPONSIBILITIES**

Agency shall:

- A. Ensure compliance with all applicable federal and state laws regarding protection of client privacy and confidentiality regulations, and the HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security and the ongoing functionality and stability of services used to support the HMIS.

- B. Attend monthly User's, Agency Administration and Reports Trainings as provided by OHS.
- C. Ensure compliance with all the HUD required data elements.
- D. Ensure compliance with HUD Technical Standards specified in the HMIS Policies and Procedures.
- E. Keep Interagency data sharing agreements and Client Consent/Information release forms for all individual client data that is shared to non-custodial agencies where the internal policies of the Agency allows data sharing.
- F. Ensure compliance and full participation with local CoC CA-609 Coordinated Assessment System written procedures.

**IV. MUTUAL RESPONSIBILITIES**

- A. OHS and the Agency agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. OHS and the Agency agree they will establish mutually satisfactory methods for problem resolution.

**V. REQUIRED DATA COLLECTION ELEMENTS**

It is the responsibility of the Agency to collect data based on the HUD 2017 HMIS Data Standards, Version 1.2, October 2017, unless the Agency has Read Only Access.

- A. The Universal Data Elements include: Name, Social Security Number, Date of Birth, Ethnicity and Race, Gender, Veteran Status, Disabling Condition, Living Situation, Prior Living Situation, Zip Code of Last Permanent Address, Project Entry Date, Unique Person Identification Number (system generated), Project Exit Date, Destination, Program Identification Number (system generated), Household Identification Number (system generated), Relationship to Head of Household, Client Location, and Length of Time on Street, in an Emergency Shelter (ES) or Safe Haven.
- B. Project-Specific Data Elements include:

HIV/AIDS	Mental Health	Substance Abuse
Domestic Violence	Services Received	Reasons for Leaving
Employment	Education	Chronic Health Condition
Pregnancy Status	Veteran's Information	Children's Education
Destination at Exit	Non-Cash Benefits	Housing Status
Income and Source	Financial Assistance Provided Supportive Services for Veterans Families only (SSVF)	Housing Assessment at Exit [Homeless Prevention Emergency Solutions Grant (ESG) & CoC Funded]
Health Insurance	Residential Move-In Date (SSVF, Rapid Re-Housing Programs ESG & CoC Funded)	Date of Engagement (ESG Street Outreach only)
Physical Disability	Development Disability	Date of Contact (ESG Street Outreach only)
Last Permanent Address (SSVF only)	General Health Status	

## **VI. USAGE OF DATA**

### **A. Data Use by OHS**

For the purposes of system administration, user support, and program compliance, OHS will use the data contained within HMIS for analytical purposes only and will not disseminate client-level data. OHS will release aggregate data contained within HMIS for research and reporting purposes only.

### **B. Data Use by Agency**

As the guardians entrusted with client personal data, HMIS Users have a moral and a legal obligation to ensure that the data they collect is being gathered, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used for the ends for which it was collected, ends that have been made explicit to clients and are consistent with the mission of the Agency and the HMIS to assist families and individuals to resolve their housing crisis. Proper user training, adherence to HMIS Policies and procedures, and a clear understanding of client confidentiality are vital to achieving these goals. Any individual or participating Agency misusing or attempting to misuse HMIS will be denied access to the system.

## **VII. CONFIDENTIALITY AND INFORMED CONSENT**

The Agency agrees to abide by and uphold all privacy protection standards established by HMIS as well as their respective agency's privacy procedures. The Agency will also uphold relevant and applicable Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or laws.

## **VIII. POSTINGS – Privacy and Mandatory collection notices must be posted at AGENCY**

The participating Agency must post Privacy and mandatory Collection notices at each intake desk or comparable location. The Privacy and Mandatory Collection notices must be made available in writing at the client's request. If the Agency maintains a website, a link to the privacy notice must be on the homepage of the Agency's website.

## **IX. RIGHTS**

HMIS data from agencies resides in one central database. Data sharing is currently limited to the data within the CoC. The CoC reserves the right at a later date to expand data sharing to include collaborative wide data.

## **X. COPYRIGHT**

The HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright. The Agency's users' storage of materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

## **XI. RIGHT TO MONITOR**

A. OHS staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Agency in the delivery of services provided under this MOU. Full cooperation shall be given by the Agency in any auditing or monitoring conducted.

- B. The Agency shall cooperate with OHS in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. The Agency shall provide all reasonable facilities and assistance for the safety and convenience of OHS's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Agency.

## **XII. TERM**

This MOU is effective upon Date of Execution through October 31, 2021, unless terminated earlier in accordance with the provisions of Section XIII of this MOU.

## **XIII. EARLY TERMINATION**

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The CDHA Deputy Executive Officer, or his/her appointed designee, has the authority to terminate this MOU on behalf of CDHA. The Agency Director, or his/her appointed designee, has the authority to terminate this MOU on behalf of the Agency.

## **XIV. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Indemnification. Agency agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Agency's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

**XV. CONCLUSION**

- A. This MOU, consisting of seven (7) pages, is the full and complete document describing services to be rendered by CDHA and Agency for the HUD Homeless Assistance grants.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective entities to the terms and conditions set forth in this document.



City of Rialto

COUNTY OF SAN BERNARDINO  
COMMUNITY DEVELOPMENT AND HOUSING  
AGENCY, OFFICE OF HOMELESS SERVICES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Date: \_\_\_\_\_

Date: \_\_\_\_\_