

MEMORANDUM OF UNDERSTANDING

Between

PA EASTERN REGION CONTINUUM OF CARE BOARD

And the

COLLABORATIVE APPLICANT:

PA Department of Community & Economic Development

This Memorandum of Understanding (MOU) is entered into this eight day of September, 2016, by and between the *PA Eastern Region Continuum of Care Board (CoC Board)* and the *Pennsylvania Department of Community and Economic Development (DCED)*.

BACKGROUND:

WHEREAS the *CoC Board* shall serve the geographic area of the PA Eastern Region Continuum of Care (CoC), which includes all of Northern Tier, Pocono, Lehigh Valley, Central Valley, and South Central Regional Homeless Advisory Board (RHAB), to:

- Promote Community-wide commitment to the goal of ending homelessness;
- Provide funding for efforts by nonprofit providers, States and local governments to re-house homeless individuals and families rapidly while minimizing the trauma and dislocation caused to homeless individuals, families, and communities as a consequence of homelessness;
- Promote access to and effective use of mainstream programs by homeless individuals and families;
- Optimize self-sufficiency among individuals and families experiencing homelessness; and

WHEREAS the *CoC Board* shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578.1 to designate a CoC Lead Agency to serve as the Collaborative Applicant to operate the CoC to support year-round CoC planning of homeless and homeless prevention housing and services; and

WHEREAS *DCED* has been designated as the Collaborative Applicant, and as such is the sole eligible applicant for the HUD CoC Program Planning Grant funds, and shall manage the required HUD process on behalf of the *CoC Board* to ensure the maximum amount of funds are received by the CoC jurisdiction and that the CoC is in compliance with all applicable HUD rules and regulations.

NOW, THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT (which may be subcontracted to a third party consultant):

- I. Maintain *CoC Board* and CoC Committee meeting agendas and minutes. Meeting agendas will be posted to the www.PennsylvaniaCoC.org website in a timely fashion, and no less than 72 hours prior to the meeting times.
- II. Keep the *CoC Board* up to date on relevant changes in HUD rules and regulations.
- III. Provide a Quarterly Collaborative Applicant/CoC Planning report.
- IV. Conduct the HUD CoC Program Grant process and advocate for the needs of the CoC funded projects
- V. Review the Annual Reports produced by the HMIS Lead Agency which include:
 - a. HUD System Performance Measures Report
 - b. Point in Time count (PIT)
 - c. Housing Inventory Chart (HIC)
 - d. Annual Homeless Assessment Report (AHAR)
 - e. CoC Program Grant Score Debrief and Improvement Report
- VI. Review the CoC Performance targets appropriate for each population and program type based on HUD performance standards identified in HUD guidance, Notice of Funding Availability (NOFA) and notices.
- VII. Conduct Performance Monitoring, Evaluation and Reporting of all CoC Program and Emergency Solutions Grant (ESG) Program Recipients and Sub-recipients.
- VIII. Coordinate and facilitate collaboration, training and technical assistance among agencies to ensure successful planning and partnerships in the CoC geographic area.

ROLES AND RESPONSIBILITIES OF THE CoC BOARD:

- I. Ensure that the funds and resources needed by the Collaborative Applicant for its work outlined in the roles and responsibilities are adequate and available.
- II. Approve plan for and use of planning grant funds.
- III. Establish funding priorities for CoC Program and ESG assistance through fair, objective, and transparent processes.
- IV. Approve policies and procedures for the performance monitoring, evaluation and reporting of all CoC Program and ESG Program Recipients and Sub-recipients.

- V. Ensure that any potential and or perceived conflicts of interest are addressed in an effective, open, and timely manner.
- VI. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
- VII. Review and approve the funding application and response to HUD's annual CoC Program NOFA for homelessness assistance resources.
- VIII. Approve CoC Performance targets appropriate for each population and program type.
- IX. Provide to the Collaborative Applicant, an annual planning timeline to include data information as needed.
- X. Conduct a bi-annual performance review of the Collaborative Applicant.
- XI. Approve all invoices/payments for the consultant work done in accordance with funding outlined in Roman numeral I above.

DURATION AND RENEWAL:

Except as provided in the TERMINATION section, the duration of the MOU shall be from September 8, 2016 through June 30, 2017. This agreement shall renew automatically unless either party gives notification pursuant to TERMINATION section.

AMENDMENTS/NOTICES:

This 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:

- I. Co-Chairs of the PA Eastern Region Continuum of Care Board
- II. Director, Center for Compliance, Monitoring and Training, DCED


TERMINATION:

Either party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other party. If the HUD CoC Program Planning Grant funds 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.

NO CONTRACTUAL RIGHTS OR OBLIGATIONS:

This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory entities or any other parties.

IN WITNESS WHEREOF, the parties to this MOU have executed it through their respective duly authorized officers, as of the date first written above.



Kathy Possinger, Director (Date)
Center for Compliance, Monitoring and Training
PA Department of Community & Economic Development



Jeffrey E. Rich (Date)
President
PA Eastern Region Continuum of Care Board