

MEMORANDUM OF UNDERSTANDING

Between

PA EASTERN REGION CONTINUUM OF CARE BOARD

And the

HOMELESS MANAGEMENT INFORMATION SYSTEM LEAD AGENCY:

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 578.7 to designate a CoC Homeless Management Information System (HMIS) Lead Agency to serve as the HMIS Lead to administer the HMIS to support year-round administration for the collection and support of a data management system of homeless and homeless prevention housing and services; and

WHEREAS *DCED* has been designated as the HMIS Lead Agency, and as such is the sole eligible applicant for the HUD CoC HMIS Program 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 HMIS LEAD AGENCY:

- I. Assure that there is an effective performance management system through HMIS to ensure progress in meeting established project and continuum outcomes.
- II. Designate a single HMIS software solution for the geographic area.
- III. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
- IV. Keep the *CoC Board* up to date on relevant changes in HUD HMIS Data Standards and Technical Standards.
- V. To the extent possible, ensure that projects using an alternate data collection system (such as Victim Service Providers) are compliant with maintaining a “comparable database” and collecting the necessary HMIS data elements.
- VI. Ensure the consistent participation of recipients and sub-recipients in the Collaborative.
- VII. Provide a Quarterly HMIS report.
- VIII. Conduct the HUD CoC Program Renewal Grant process and advocate for the needs of the CoC funded projects.
- IX. Produce Annual Reports including:
 - 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 Ranking and Review process
- X. Produce 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.
- XI. Conduct Performance Monitoring, Evaluation and Reporting of all CoC Program, Emergency Solutions Grant (ESG) program, Supportive Services for Veteran Families (SSVF) program, Runaway Homeless Youth (RHY) program, and Projects for Assistance in Transition from Homelessness (PATH) program Recipients and Sub-recipients.
- XII. 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 HMIS Lead Agency for its work outlined in the roles and responsibilities are adequate and available.

- II. Approve policies and procedures for the performance monitoring, evaluation and reporting of all HMIS activities.
- III. Ensure that any potential and or perceived conflicts of interest are addressed in an effective, open, and timely manner.
- IV. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
- V. Review and approve the funding application and response to HUD's annual CoC Program NOFA for homelessness assistance resources.
- VI. Approve CoC Performance targets appropriate for each population and program type.
- VII. Provide to the HMIS Lead Agency, an annual planning timeline to include data information as needed.
- VIII. Conduct a bi-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 September 8, 2016 through March 31, 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. President of the Eastern PA Continuum of Care Board
- II. Director, Center for Compliance, Monitoring and Training, DCED

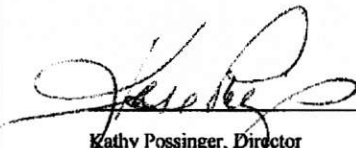
TERMINATION:

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.

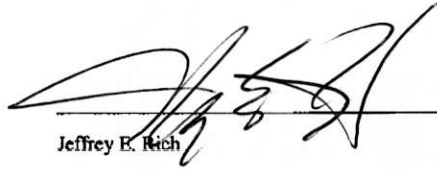
NO CONTRACTUAL RIGHTS OR OBLIGATIONS:

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