

FRESNO HOUSING
FRESNO MADERA CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM
LEAD AGENCY
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 1st day of January, 2023, by and between the **FRESNO MADERA CONTINUUM OF CARE**, a coalition of homeless service providers in the Fresno/Madera region, hereinafter referred to as "FMCoC" and **FRESNO HOUSING** a public body, corporate and politic, hereinafter referred to as "FH".

WITNESSETH:

WHEREAS, the FMCoC has a need for services related to the operation of a continuum of care by a Homeless Management Information System (HMIS) Lead Agency which include following U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") guidelines in the responsibilities of a Continuum of Care; and,

WHEREAS, FH is qualified, willing and able to provide services as a Homeless Management Information Systems (HMIS) Lead Agency required by FMCoC pursuant to the terms and conditions of the MOU, and;

WHEREAS, FMCoC and FH desire to work collaboratively to provide housing and supportive services solutions for persons/families experiencing homelessness in the Fresno and Madera communities and education to the wider community regarding the issues of homelessness,

NOW, THEREFORE, for the purpose of entering into a plan of cooperation whereby both parties may benefit from the activities of FH as the HMIS Lead Agency, the parties hereto agree as follows:

1. **AGREEMENT**

In consultation with the FMCoC Board of Directors, FH as HMIS Lead Agency will:

- A. Ensure the FMCoC follows the HUD regulations in establishing and the responsibilities of Homeless Management Information System (HMIS) Lead

Agency as stated in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Continuum of Care program;

- a. Leads HMIS administration, operations and management;
- b. Carries out HMIS requirements as defined by HUD and the CoC which include creation, review and revision of privacy, security and data quality plans for HMIS;
- c. Manages HMIS project grant and HMIS vendor contract;
- d. Ensure HMIS is administered in compliance with requirement prescribed by HUD.

B. Services will include:

- a. In consultation with FMCoC Board of Directors, FH will define the HMIS program, implement standards, promote program awareness to all interested parties, and monitor the successes and failures to validate HMIS program effectiveness.
- b. FH will be the sole liaison for FMCoC HMIS Participating Agencies and the software vendor. HMIS Participating Agency questions concerning software are to be directed to FH HMIS staff only.
- c. Ensure consistent participation of recipients and subrecipients in HMIS.
- d. Network Operations
 1. Abide by all terms of the contract between the software vendor and FH;
 2. Maintain HMIS web site connectivity and computer equipment in such a manner as not to disrupt continuation of project participation;
 3. Develop, implement, and maintain all components of operations of the web-based system including the data security program;
 4. Take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to the system. Employ appropriate measures to detect virus infection and employ all appropriate resources to efficiently disinfect any affected systems as quickly as possible;

5. Make the HMIS System and HMIS staff available to all users in a manner consistent with the user's reasonable usage and service request requirement.
- e. Security
1. Secure access to physical areas containing equipment, data, and software;
 2. Strictly safeguard all data including client-identifying information and securely protect it to the maximum extent possible;
 3. Maintain and administer central and backup server operations including security procedures and maintain backups of the system to prevent the loss of data;
 4. Issue User ID and password for HMIS users through the designated Agency Administrator of each FMCoC HMIS Participating Agency. User IDs and passwords will be issued only after Agency Administrator at the Participating Agency has confirmed that the requested HMIS user has signed the Homeless Service Provider Agency User Agreement, and has received confidentiality training. In addition, only the designated Agency Administrator may request changes to users within the Agency;
 5. FH may deny access to HMIS system for the purpose of investigation of any suspicion of breached confidentiality;
 6. FH will not release personal client information to any person, agency, organization, or FMCoC HMIS Participating Agencies; unless it certifies that a signed copy of the Consent for Release of Information is in the client file at their site.
- f. Training
1. FH will provide initial and ongoing training for HMIS Participating Agencies;
 2. Said training will be in varying media forms – in person, live video and archived video;

3. Training may also include strategies for categorizing the vast amount of HMIS resources on various internet exchanges, conferences and forums;
4. Training topics may include Data Collection, Data Entry and other topics relevant to data metrics.

C. Planning and Policies

- a. Develop plans, policies and procedures regarding HMIS agency agreements, monitoring and enforcement of HMIS requirements and CoC data metrics planning.

The FMCoC agrees to the following terms and conditions:

Homeless Service/Housing Providers

1. The FMCoC will actively pursue HMIS participation from FMCoC Homeless Service Providers.
2. The FMCoC Homeless Service Providers will enter into an HMIS Participation Agreement prior to gaining access to HMIS.
3. The FMCoC Homeless Service Providers who are also grantees of the FMCoC HUD application will provide the necessary prorated HMIS cash match for the HUD Continuum of Care Application.

In consultation with FH as HMIS Lead Agency, the FMCoC Board of Directors, will:

- A. Designating and operating an HMIS
 - a. A single HMIS system for the geographic area;
 - b. Designate a HMIS Lead Agency;
 - c. Review, revise and approve a privacy, security and data quality plan;
 - d. Ensure consistent participation of recipients and subrecipients in HMIS;
 - e. Ensure HMIS is administered in compliance with HUD requirements.
- B. Planning and Policies

- a. Develop plans, policies and procedures regarding HMIS agency agreements, monitoring and enforcement of HMIS requirements and CoC data metrics planning.
- C. Homeless Housing/Services Providers
 - a. Actively pursue HMIS participation from Homeless Housing/Service Providers;
 - b. Assist in provision that Homeless Housing/Service Providers enter into an HMIS Participation Agreement and receive all relevant training prior to gaining access to HMIS;
 - c. As HMIS is a community vehicle for documenting services provided to those experiencing homelessness through data and is mandated by both HUD and State funding sources, the FMCoC Board of Directors will assist in the provision that all homeless housing/service providers pay fees to assist with 25% match requirements required by HUD. Said fees will be derived by formula accepted and approved by the FMCoC Board of Directors and larger FMCoC body.

2. **TERM**

This Agreement shall become effective on 1st day of January, 2023 and shall terminate on the 31st day of December, 2026.

3. **TERMINATION**

A. Non-Allocation of Funds - the terms of this Agreement, and the services to be provided by FH are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or the Agreement terminated by either parties at any time by giving thirty (30) days advanced written notice.

B. Breach of Contract - FMCoC or FH may immediately suspend or terminate this Agreement in whole or in part, wherein the determination by either party if there is failure to comply with any term of this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of thirty (30) ,days advance written notice of intent to terminate.

4. **COMPENSATION**

FH as HMIS Lead Agency and FMCoC shall perform the services pursuant to the terms and conditions of this Agreement without payment of any monetary consideration, one to the other. However, the monetary compensation received by FH from FMCoC grantee agencies as the required HMIS cash match, will not be consideration for this MOU. The benefits received by each parties' clients, in addition to the parties' mutual promises to perform, shall be the consideration for this Agreement.

5. **INDEPENDENT CONTRACTOR**

- A. In performance of the work, duties and obligations assumed by both parties under this Agreement, it is mutually understood and agreed that FH and FMCoC, are independent agencies, and shall act in independent capacity. Both parties shall retain the right to administer this Agreement so as to verify that the Agencies are performing its obligations in accordance with the terms and conditions thereof.
- B. FH and FMCoC shall comply with all applicable provisions of law and rules and regulations, if any government authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.
- C. FH and FMCoC shall have absolutely no right to employment rights and benefits available to either Agencies employees. Both shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
- D. In addition, FH and FMCoC shall be solely responsible and save the other party harmless from all matters relating to payment of Agency's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, FH and FMCoC may be providing services to others unrelated to this Agreement.

6. **MODIFICATION**

Any matters of this Agreement may be modified from time to time with the written consent of FH and FMCoC without, in any way, affecting the remainder.

7. **NON-ASSIGNMENT**

Neither party shall assign or transfer this Agreement nor their rights or

duties under this Agreement without the prior written consent of the other party.

8. HOLD HARMLESS

FH and FMCO C agrees to indemnify, save, hold harmless, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, under this Agreement. In addition, FH and FMCO C agree to indemnify each party for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the part of either party.

9. CONFLICT OF INTEREST

No officer, employee or agent of either party who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. FH shall comply with all Federal, State and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officers, employee or agent of both parties.

10. NON-DISCRIMINATION

- A. FH and FMCO C hereby agree, that in the performance of this Agreement, it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 111335-11139.5, as amended; California Government Code section 12940 (c), (h), (l), (i), and G); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their

implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80,84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, martial status, religion, religious creed or political believe be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance. Both Parties agree that it will immediately take necessary measures to effectuate the terms of this Non-Discrimination agreement.

- B. FH agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized FMCoC and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance.

11. CONFIDENTIALITY

All services performed by FH under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

12. GOVERNING LAW

The parties agree, that for purposes of venue, HMIS Administration under this Agreement is to be located at FH, Central Office, 1331 Fulton Mall, Fresno, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California and the Department of Housing and Urban Development, Homeless Emergency Assistance and Rapid Transition to Housing of May 2009.

13. ENTIRE AGREEMENT

This Agreement, constitutes the entire agreement between FH and FMCoC with respect to the subject matter hereof and supersedes all previous agreements negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

ATTEST:

Housing Authority City of Fresno

Fresno Madera Continuum of Care

By: _____

By: _____

Print Name: **Angelina Nguyen**

Print Name: **Laura Moreno**

Title: Interim CEO

Title: Chair, Board of Directors

Date: _____

Date: _____

Mailing Address:

Mailing Address:

Fresno Housing

County of Fresno Dept of Social Services

1331 Fulton Street, P.O. Box 11985

205 W. Pontiac Way, Bldg 2

Fresno, CA 93776-1985

Clovis, CA 93612

Phone Number: (559) 443-8431

(559) 600-2335

Contact: Doreen Eley

Contact: Laura Moreno

