

MEMORANDUM OF UNDERSTANDING

Between

**County of San Bernardino Department of Behavioral Health
Office of Homeless Services**

And

Applicant Name

July 1, 2013 through June 30, 2014

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

WHEREAS, the OHS is responsible for submitting United States Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Homeless Assistance Exhibit 1 and Exhibit 2 grant applications within the County of San Bernardino;

WHEREAS, the OHS is responsible for ensuring that all HUD CoC Homeless Assistance awardees within the County of San Bernardino adhere to HUD and local policy and procedures as established by the San Bernardino County Interagency Council on Homelessness (ICH);

WHEREAS, Applicant Name applied for and was awarded HUD CoC Homeless Assistance funding to provide housing and homeless services to individuals experiencing homelessness in the County of San Bernardino.

NOW, THEREFORE, IT IS AGREED that the San Bernardino County OHS is responsible for Continuum of Care planning for homeless programs in the County of San Bernardino, and Applicant Name, has been awarded funds to provide homeless program services within the County of San Bernardino; the above parties mutually 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 Office of Homeless Services (OHS), originally under Human Services, now administered by the Department of Behavioral Health, to provide administrative support for the newly formed Partnership.

This MOU between OHS and Applicant Name delineates the roles and responsibilities of the OHS and Applicant Name with regard to the administration of the HUD CoC Homeless Assistance grants.

II. OHS RESPONSIBILITIES

OHS shall:

- A. Provide technical assistance to HUD CoC Homeless Assistance awardees.
- B. Conduct annual monitoring site visits to ensure compliance with the The Stewart B. McKinney Homeless Assistance Act of 1987, later renamed the McKinney-Vento Homeless Assistance Act title IV, subtitle C, 42 U.S.C. 11381 and The McKinney-Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, requirements.
- C. Prepare and submit the annual HUD CoC Homeless Assistance Exhibit 1 document to HUD, when necessary.
- D. Assist in the preparation and submission of all new and renewal HUD CoC Homeless Assistance Exhibit 2 documents that have been recommended for submission to HUD by the ICH, when necessary.

III. APPLICANT NAME RESPONSIBILITIES

APPLICANT NAME shall:

- A. Comply with the McKinney-Vento and/or HEARTH Act, requirements and other applicable laws. If ICH determines that a grantee is not in compliance with McKinney-Vento and/or HEARTH Act requirements it may elect to exclude a grantee from future CoC applications.
- B. Utilize the Homeless Management Information System (HMIS) data tracking system for case management activities. Timeliness and quality of data entered in the HMIS will be monitored during the annual monitoring site visit.
- C. Ensure that homeless assistance funds are administered in accordance with the requirements of applicable laws and program regulations.
- D. Provide quarterly performance reports and the Annual Performance Report (APR) filed with HUD to the OHS.
- E. Demonstrate that the project has established policies and practices that are consistent with, and do not restrict the exercise of rights provided by the education subtitle of the

McKinney-Vento Act, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.

- F. Demonstrate, if Applicant Name serves families with children, in its project that a staff person is designated to ensure that children are enrolled in school and connected to the appropriate services within the community, including early childhood programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.
- G. Demonstrate in its project that a staff person is designated to act as a liaison with local institutions (Foster Care, Detention Centers/Jails, Hospitals and Mental Health facilities) in an effort to prevent discharged individuals from entering into homelessness.
- H. Actively participate in the San Bernardino County Homeless Partnership to include but not limited to the following: HUD mandated Point-In-Time-Count and Homeless Partnership Meetings.

IV. MUTUAL RESPONSIBILITIES

- A. OHS and Applicant Name 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 for improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. OHS and Applicant Name agree they will establish mutually satisfactory methods for problem resolution.

V. 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 Applicant in the delivery of services provided under this MOU. Full cooperation shall be given by Applicant in any auditing or monitoring conducted.
- B. Applicant 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. Applicant 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 Applicant.

VI. TERM

This MOU is effective July 1, 2013 through June 30, 2014, and shall be automatically renewed for one year periods unless terminated earlier in accordance with provisions of Section VII of this MOU.

VII. EARLY TERMINATION

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

VIII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents 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 any MOU document 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.

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IX. CONCLUSION

- A. This MOU, consisting of six (6) pages, is the full and complete document describing services to be rendered by DBH and Applicant Name for the HUD CoC 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.

APPLICANT NAME

COUNTY OF SAN BERNARDINO
DEPARTMENT OF BEHAVIORAL HEALTH

Signature

Signature

Name: Name
 Title: Title
 Address: Street Address
City, State Zip

Name: CaSonya Thomas
 Title: Director
 Address: 268 W. Hospitality Lane, Suite 400
San Bernardino, CA 92415

Date: _____

Date: _____

COUNTY OF SAN BERNARDINO

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

► _____
 Josie Gonzales, Chair, Board of Supervisors

By _____
 Frank Salazar, Deputy County Counsel

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____