

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SONOMA COUNTY HOMELESS COALITION ACTING AS THE SONOMA COUNTY
CONTINUUM OF CARE (CA-504)
AND
THE COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES

WHEREAS, the Sonoma County Homeless Coalition acting as the local Sonoma County Continuum of Care (hereinafter, "CoC") shall serve the geographic area of the SONOMA COUNTY CONTINUUM OF CARE (CA-504), which encompasses all of Sonoma County, to:

- Create a unified, coordinated, equitable, and integrated system with a clear vision across the community to reduce homelessness;
- Develop a system of care that ensures that all persons experiencing homelessness have a safe, supportive and permanent place to call home;
- Build a future in which there are sufficient resources, political leadership, and community involvement to end homelessness as a permanent fixture in our social landscape;
- Ensure quick access to permanent housing, stable and increased income for participants, strength-based consumer relationships (those relationships which focus on an individuals' strengths and not deficits), effective and financially responsible services and programming, coordination and collaboration with mainstream partners, policy and resource advocacy, and comprehensive community education;
- Collaborate with the Lead Agency and other local partners and agencies in order to ensure there are sufficient programming and services in all regions of Sonoma County;
- Supports policies that address disparities in Sonoma County which may be contributing factors to homelessness;
- Commit to principles of equity and inclusion and strive to engage all community members, regardless of background, throughout Sonoma County, especially those whose voices have been traditionally marginalized.
- Pursue upstream investments before problems occur, to reduce overall societal costs, including: diverting those at imminent risk of homelessness, engaging and empowering people who are experiencing homelessness to regain housing stability and their own financial independence, avoiding high criminal justice and hospital costs and negative health outcomes with appropriate housing, income, and access to health services, and aligning public and private efforts to address the problems we share; and

WHEREAS, the CoC adopted a governance charter on December 29, 2021, which included policies and procedures conforming to the U.S. Department of Housing and Urban Development requirements detailed in 24 CFR part 578 to designate an eligible organization to serve as the "Collaborative Applicant" to provide services outlined in this Memorandum of Understanding; and

WHEREAS, the CoC is represented by its governing body, the Homeless Coalition Board, and the Board is authorized to sign and execute this MOU on its behalf; and

WHEREAS, the Board finds that the County of Sonoma's Department of Health Services ("County") has extensive experience and is capable of serving as the Collaborative Applicant to execute the roles and provide the services set forth herein; and

WHEREAS, the Department of Health Services, as the Collaborative Applicant, is the sole eligible applicant for HUD CoC Planning Grant funds, shall manage the required HUD process on behalf of the CoC to ensure the maximum amount of funds are received by the CoC jurisdiction, and will help ensure that the CoC is in compliance with all applicable HUD rules and regulations;

NOW, THEREFORE, the parties agree to the following:

ROLES AND RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH SERVICES, IN ITS ROLE AS COLLABORATIVE APPLICANT:

1. Conducts the HUD CoC Program grant process, in a way which is compliant with County formal solicitation practices, which will include but is not limited to:
 - a. Designing, operating and following a collaborative, fair, and transparent process for developing applications and approving submission of applications in response to a CoC Program Notice of Funding Opportunity (NOFO).
 - b. Staffing a performance, scoring, and ranking committee that:
 - i. Establishes CoC priorities that align with HUD's priorities, as stated in the NOFO or related materials;
 - ii. Scores projects using an objective set of criteria based on CoC priorities, performance, and such other objective criteria deemed appropriate; and
 - iii. Ranks projects according to the NOFO's instructions.
 - c. Analyzing the NOFO Score from HUD and identifying ways to improve such score to maximize funding.
 - d. Determining if one or more applications will be submitted, and if more than one, designate the Collaborative Applicant.
 - e. Developing an application timeline and project proposal process consistent with the requirements of the HUD CoC NOFO.
 - f. Preparing and approving the CoC Program Consolidated Application on behalf of the CoC.
 - g. Submitting the consolidated application to HUD.
2. Applies for HUD planning dollars and is able to provide the match required for the planning grant.
3. Develops, in cooperation with CoC committees, performance targets appropriate for each population and program type based on HUD performance standards identified in HUD guidance, NOFOs and notices.
4. Conducts performance monitoring, evaluation and reporting of all CoC program and Emergency Solutions Grant (ESG) program recipients and subrecipients.
5. Develops a quality improvement plan (QIP), and completes a DHS Pre-Award Risk Assessment (PARA) process, and provides technical assistance for underperforming projects including all mitigation efforts required by PARA.
6. Provides required reports to HUD.

7. In collaboration with CoC committees and the CoC Board, establishes written standards for funding recipients and subrecipients.
8. Ensures that all local public and private funds, state funds, and federal funds align with applicable state and federal procurement rules and requirements and follow proper procurement guidelines.
9. Serves as the liaison between CoC-funded projects and the local HUD Field Office located in San Francisco, CA.
10. Upholds and implements the CoC's equity goals and strategies while maintaining compliance with County policies, practices, and procedures within the activities outlined above.
11. In the event there are conflicts or performance issues between the Lead Agency and the CoC, the following steps will be taken:
 - A. Every effort should be expended by both parties, in good faith, to resolve conflicts and performance issues at the start; else those issues should be escalated to the next level:
Either party should communicate such elevated conflicts or performance issues on either side to both the Director of the Department of Health Services and the Chair of the Homeless Coalition for resolution. C. At the request of a majority of the CoC Board, the County (including the County Executive and Department of Health Services Director) will meet with the CoC Board or its designated representatives to discuss and seek resolution of performance issues related to this MOU, which could include specific issues with staff.

ROLES AND RESPONSIBILITIES OF THE CONTINUUM OF CARE WITH REGARD TO THE COLLABORATIVE APPLICANT:

1. Approve policies and procedures for performance monitoring, evaluation, corrective plans and reporting for all CoC Program and ESG recipients and sub-recipients, in compliance with the Department of Health Services policies, practices and procedures.
2. Ensure that any potential or perceived conflicts of interest are addressed in compliance with the CoC's conflict of interest policy in alignment with the Department of Health Services policies, practices and procedures..
3. Works collaboratively with the Department of Health Services to secure, align, and leverage CoC-dedicated public and private funds, CoC-dedicated state funds, and CoC-dedicated federal funds to prevent and end homelessness.
4. Review the annual CoC Program Consolidated Application submission and response to HUD's annual CoC Program NOFO for homelessness assistance resources.
5. Approve CoC performance targets appropriate for each population and program type.
6. Approve written standards for HUD-funded and state-funded homeless projects.
7. Conduct an annual performance review of the Collaborative Applicant.
8. Ensure staff from the Collaborative Applicant are not eligible to vote with the CoC Board.
9. Coordinate with the Authorized Representative(s) from the Collaborative Applicant prior to requesting support or assistance with activities or projects not outlined in this MOU.

DURATION AND RENEWAL

Except as provided in the TERMINATION section, upon mutual execution, this MOU shall be effective through December 31, 2025 and will renew automatically on January 1 of each year thereafter through January 1, 2028, unless either party gives notification pursuant to the TERMINATION section. The Parties shall have the option to exercise two one-year contract term extensions thereafter.

GRANTS & FINANCIAL SUPPORT

1. **HUD CoC Program Grant.** This MOU designates the Department of Health Services as the Collaborative Applicant, which means that the Department of Health Services will be eligible for a grant of CoC planning funds.
2. **CoC Planning Program Grant.** The Department of Health Services, as the Collaborative Applicant, is the only entity that may apply to HUD for CoC planning costs.
3. **County General Fund.** Historically, the County has used General Fund monies to subsidize the cost of the Collaborative Applicant function. Following the first year of this agreement, the Department of Health Services Fiscal Unit will provide the CoC Board with a financial overview of the cost to operate the Collaborative Applicant function, which may include the associated costs to operate any other CoC functions such as the Lead Agency, the HMIS Lead, and/or the Coordinated Entry Lead. This overview will include a breakdown of funding sources. The Department of Health Services and the CoC will then use this analysis to determine the best strategy for funding the Collaborative Applicant function, as well as any other related CoC functions. Every effort should be made by all parties to prioritize and ensure administrative costs are fully covered for all support work associated with this MOU and the Lead Agency MOU.

COMPLIANCE

Both Parties agree to adhere to and comply with HUD's rules and regulations overseeing the Continuum of Care, and all other applicable state, federal and local laws, rules, and regulations. The Parties agree to update, within the HUD-specified timeframe for such change, this MOU and other operational documents, as well as practices and procedures, in order to comply with any updates to HUD regulations, notices, standards, and other applicable laws, rules, and regulations that HUD or other governing bodies dictates in notices or other HUD guidelines.

MERGER, AMENDMENTS AND NOTICES

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. Each Party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. The MOU may only be amended in writing, and any amendment must be mutually agreed upon and signed by both parties to take effect. Notices shall be mailed, emailed or delivered to:

1. Chair of the Sonoma County CoC Board of Directors
2. Director of the Department of Health Services as the head of the Lead Agency

TERMINATION

Either party, the CoC and/or the County of Sonoma, may terminate this MOU on a mutually agreed timeline with no less than six month's written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

SIGNATURES:

County of Sonoma

BY: _____

(Signature of Authorized Official)

Nolan Sullivan, Director, Department of Health Services

(Date)

Sonoma County Homeless Coalition Board Chair

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)