



TEHAMA COUNTY CONTINUUM **of** CARE

CA-527: Governance Charter

Article I: Organization

Section A: Name

The name of the organization shall be Tehama County Continuum of Care (TCCoC). The Continuum of Care number assigned to TCCoC by the U.S. Department of Housing and Urban Development (HUD) is CA-527.

Section B: Geographical Area

Tehama County Continuum of Care carries out its activities throughout all cities and unincorporated areas of Tehama County, California.

Article II: Mission, Vision, Purpose & Responsibilities

Section A: Mission

Tehama County Continuum of Care provides leadership to end homelessness through planning, coordination among social service providers, advocacy and education.

Section B: Vision

Every person in our community can access safe, decent, stable, and appropriate housing.

Section C: Purpose

1. To provide a network that shares ideas, concerns and resources applicable to homelessness issues
2. To foster collaboration in addressing the needs of the homeless
3. To promote access to and effective utilization of mainstream programs by homeless individuals and families;
4. To increase community awareness of the causes of homelessness, the needs of homeless people and ways to end homelessness.
5. To participate actively in state and local advocacy for homeless issues

Section D: Responsibilities:

1. Hold meetings of the full membership, with published agendas, at least semi-annually;

2. Issue a public invitation at least annually for new members to join within the geographic area;
3. Adopt and follow a written process to select a CoC Executive Council and review, update, and approve the process at least once every 5 years;
4. Monitor recipient/subrecipient performance and outcomes of Emergency Solutions Grant (ESG) and CoC Programs;
5. Prioritize grant proposals for recipients and subrecipients of CoC Program funding and ESG funding as required by such funding applications and in accordance with HUD priorities and local needs;
6. Establish and operate a Homeless Management Information System (HMIS) to facilitate accurate reporting on CoC Program and ESG funded projects within the geographical area;
7. Encourage all programs within the geographical area to utilize the HMIS and Coordinated Entry System to provide more efficient care and eliminate duplication of work;
8. Utilize aggregate information obtained through use of HMIS and Coordinated Entry System to better understand the unique demographic and needs of individuals and families experiencing homelessness within the geographical area;
9. Establish and operate a Coordinated Entry System in consultation with recipients of ESG Funds and the General Collaborative Membership.
10. Establish and follow written standards for providing CoC assistance in consultation with recipients of ESG Funds, including:
 - a. Policies and procedures for evaluating individuals' and families' eligibility for assistance;
 - b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance;
 - c. Policies and procedures for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance;
 - d. Policies and procedures for determining which eligible individuals and families will receive permanent supportive housing assistance;
11. Identify housing needs of homeless and low-income persons in Tehama County on an ongoing basis;
12. Discuss gaps in available services and collaborate on solutions for covering service gaps through existing or new programs;
13. Monitor inventory of housing options available to low- and extremely low-income population in the geographical area;
14. Support efforts to develop and increase housing options available to low- and extremely low-income population in the geographical area, including new construction and rehabilitation of existing structures as appropriate;

15. Provide knowledge to and engage the general population of Tehama County to increase awareness of housing needs and better understand the at-risk population facing homelessness;
16. Enhance the knowledge of the service providers to address housing needs.
17. Organize the annual Point in Time Homeless Count of sheltered individuals and families experiencing homelessness and biennial Point-in-Time Count of unsheltered homeless.

Article III: General Collaborative

Section A: Purpose

1. **Description:** The Tehama County Continuum of Care General Collaborative (General Collaborative) is made up of representatives from non-profit, grassroots, and/or faith-based organizations, agents of local government and individuals concerned with homelessness issues in the TCCoC's geographical area.
2. **Function:** To work together to design the most appropriate programs to prevent homelessness and to assist individuals and families experiencing homelessness, to implement and annually review the Tehama County Continuum of Care Plan and other solutions to homelessness, pursue funding for homelessness assistance programs, ensure that services do not overlap or duplicate each other, and address other issues as appropriate.

Section B: Membership

1. **Non-Voting Members:** Any interested party may, upon attending one or more meetings General Collaborative shall be considered a member of Tehama CoC at the **Open Level** of participation.
2. **Voting Members:** Open Level members who wish to vote on Tehama CoC priorities, policies and motions, to hold officer positions and/or to sit on any standing or ad hoc committee must apply and be accepted as **Active Level** members of the General Collaborative.
 - a. **Organizational Membership:** General Collaborative membership is open to any agency/organization serving the homeless in the geographical area, including, but not limited to, government agencies, nonprofits, faith-based organizations and associations.
 - i. An organization/agency may submit an application to receive voting status after attendance at one Continuum of Care meeting.
 - ii. An organization may identify up to two (2) persons who may vote on behalf of the organization, however, only one (1) representative of an organization may cast a vote on each action. In the event that neither representative can attend a duly called meeting, he or she may, with prior notice to the Chair, designate a proxy. Designations of proxies to conduct business should be rare. If a voting member is unable to routinely conduct business, the organization should seek to assign representation to another individual.

- b. **Individual Membership:** General Collaborative membership is open to individuals serving the homeless or persons who are currently homeless, formerly homeless, and individuals concerned with the development and coordination of homelessness assistance programs.
- c. Submitting an Application for Organizational or Individual Membership:
 - i. **Hard copy** applications (Exhibit A) are available by request from the Chairperson at any General Collaborative meeting. Completed applications may then be submitted to the Chairperson at any General Collaborative Meeting.
 - ii. **A Digital Application** can be accessed and submitted at <http://www.tehamacoc.org/membership.html>.

Section D: Meetings

1. Meetings of the General Collaborative will be held monthly and are open to the public.
2. A quorum is defined as having fifty percent (50%) plus one (1) of the active voting membership in attendance in-person and /or via audio/video conference. Voting members who are not present for three consecutive meetings and organizational members for whom no organizational representative has attended three consecutive meetings will be deemed inactive and will not count towards the quorum.
3. Notice of meetings will be transmitted at least 72 hours in advance.
4. Minutes of all meetings shall be promptly recorded and a copy provided to each member by email prior to the next regularly scheduled meeting. Records of attendance, reports and the names of motion makers will be included in the minutes.

Section E: Officers

1. **Designation of Officers:** The officers of the General Collaborative shall be Chairperson, Vice Chairperson and Secretary.
2. **Nomination of Officers:** The current Chairperson shall appoint a special Nominating Committee comprised of non-designated officers to present a slate of officers to the General Collaborative at the monthly meeting in May of each year. Nominations may also be made from the floor.
3. **Election and Term of Officers:** The General Collaborative shall elect from the Active Level Membership the above listed officers during the month of June, each year. Nominations shall be announced by email as an attachment to the meeting's agenda, at least 72 hours prior to election meeting. All officers shall be elected for a one-year term and shall serve until their successors are elected and seated. Terms of office begin at the monthly meeting held in July of each year. Officers may serve two or more consecutive terms if elected.
4. **Vacancies:** If an office becomes vacant during the year the Chairperson shall appoint a special committee to nominate candidates from which to elect a successor. Nominations may also be made from the floor.
5. **Powers and Duties of Officers:**

- a. **Chairperson:** The Chairperson of the General Collaborative shall preside at all regular meetings and shall have such other powers and duties consistent with this Governance Charter.
 - b. **Vice Chairperson:** In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson and shall perform other duties as are designated by the Chairperson.
 - c. **Secretary:** All minutes of the meetings of the General Collaborative shall be recorded by the Secretary. Minutes shall be distributed electronically to all Active Level members prior to the next scheduled meeting. Secretary shall also distribute Agendas for upcoming meetings prior to the date of each meeting, shall maintain a roster of Active Level Members, and shall have other powers and duties consistent with this Governance Charter.
6. **Resignation:** Any officer may resign at any time by delivering a written resignation to the Executive Council Chairperson. The acceptance of such resignation shall not be necessary to make the resignation effective.
 7. **Removal:** Any officer may be removed from office by a two-thirds (2/3) majority vote of those in attendance. Proper notice specifying the proposed removal shall be given one week prior to any meeting which removal shall be considered.

Section D: Committees

I. Ad-Hoc Committees / Workgroups

- a. **Description:** Mission-specific committees may be created at the discretion of the General Collaborative. All such committees shall cease to exist when their specified tasks have been completed. Each of these committees will provide a monthly update to the Executive Council during the committee's duration.
- b. **Function:** To complete specified tasks related to special events or other short-term activities. (Examples: Annual LIFT Event Committee, Point-in-Time Count Planning Committee)
- c. **Membership:** Mission-specific committees created to complete specified tasks are made up of any combination of Active Level Members, and may also include Open Level Members whose area of focus is relevant to the specified tasks for which the committee has been formed.
- d. **Meetings:** As needed to perform the specified tasks for which each committee is formed.

Section E: Code of Conduct/Conflicts of Interest

- I. At any time, an issue or matter may come before the Continuum for which a Member may have a conflict of interest, (s)he shall abstain from voting on said issue or matter. The Member may still participate in the discussion if they fully disclose the nature of their conflict of interest and the majority of the Members present vote to allow their participation. Any Member with a conflict of interest may still answer questions posed by another Member during the discussion.

Article III: Executive Council

Section A: Purpose

1. **Description:** The main decision-making body of the TCCoC.
2. **Function:** The Tehama County Continuum of Care Executive Council (Executive Council) provides administrative oversight to the General Collaborative, tracks progress of the Collaborative in meeting its goals, monitors accountability of grantees by reviewing quarterly performance status reports, annually reviews and approves recommended revisions to the Tehama County Continuum of Care Plan, reviews and approve the decisions of the Rating and Ranking Committee and serves as an appeals board for agencies wishing to appeal a decision made by the Rating and Ranking Committee.

Section B: Membership

1. The Executive Council is to be comprised of no fewer than seven (7) Active Level members of the General Collaborative appointed by the current Executive Council for staggered three (3) year terms.
2. Efforts shall be made to ensure fair distribution of appointment across organizational affiliations and representation of all relevant homeless subpopulations as outlined in the Executive Council Member Consideration Matrix (Exhibit B).
3. Active Level Members wishing to receive an appointment to the Executive Council must complete and submit an Executive Council Member Application.
 - a. Hard copy applications (Exhibit C) are available by request from the Chairperson at any General Collaborative meeting. Completed applications may then be submitted to the Chairperson at any General Collaborative Meeting.
 - b. A Digital Application can be accessed and submitted at <http://www.tehamacoc.org/executive-council-application.html>.
4. Executive Council Applications will be reviewed and decided by the Executive Council quarterly at a regularly scheduled Executive Council meeting, or, if so moved, at any meeting of the Executive Council.
5. Members of the Executive Council may be re-appointed for no more than three (3) consecutive three (3) year terms. Following one (1) year or more off of the Executive Council, a member may be re-appointed to serve on the Executive Council, provided he or she is eligible, as an Active Level Member of the General Collaborative, to receive such an appointment.

Section C: Meetings

1. Meetings of the Executive Council will be held at least six times per year or as needed.

2. A quorum is defined as having fifty percent (50%) plus one (1) of the Executive Council membership in attendance in-person and/or via audio/video conference. Voting members who are not present for three consecutive meetings and organizational members for whom no organizational representative has attended three consecutive meetings will be deemed inactive and will not count towards the quorum.
3. Notice of meetings will be transmitted at least 72 hours in advance.
4. While meetings of the TCCoC Executive Council are not subject to the Ralph M. Brown Act, the council operates transparently. Agendas for upcoming meetings will be posted to the Executive Council page of the TCCoC website at least 48 hours prior to each scheduled meeting. Minutes of all meetings shall be promptly recorded and a copy provided to each member by email prior to the next regularly scheduled meeting. Records of attendance, reports and the names of motion makers will be included in the minutes.

Section D: Officers

1. **Designation of Officers:** The officers of the Executive Council shall be Chairperson, Vice Chairperson and Secretary.
2. **Nomination of Officers:** The current Executive Council Chairperson shall appoint a special Nominating Committee comprised of non-designated officers to present a slate of officers to the Executive Council at the monthly meeting in July of each year. Nominations may also be made from the floor.
3. **Election and Term of Officers:** The Executive Council shall elect from the Executive Council Membership the above listed officers during the month of August, each year. Nominations shall be announced by email as an attachment to the meeting's agenda, at least 72 hours prior to election meeting. All officers shall be elected for a two-year term and shall serve until their successors are elected and seated. Terms of office begin at the monthly meeting held in September of each year. Officers may serve two consecutive terms or more if elected.
4. **Vacancies:** If an office becomes vacant during the year the Chairperson shall appoint a special committee to nominate candidates from which the Executive Council may elect a successor. Nominations may also be made from the floor.
5. **Powers of Duties of Officers:**
 - a. **Chairperson:** The Chairperson of the Executive Council shall preside at all meetings of the Executive Council and shall have such other powers and duties consistent with this Governance Charter.
 - b. **Vice Chairperson:** In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson and shall perform other duties as are designated by the Chairperson.
 - c. **Secretary:** All minutes of the meetings of the Executive Council shall be recorded by the Secretary. Minutes shall be distributed electronically to all Executive Council members prior to the next scheduled meeting. Secretary shall also distribute Agendas for upcoming meetings prior to the date of each meeting, shall maintain a roster of current Executive Council Members, their appointment dates and history

of Executive Council service, and shall have other powers and duties consistent with this Governance Charter.

6. **Resignation:** Any officer may resign at any time by delivering a written resignation to the Tehama County Continuum of Care. The acceptance of such resignation shall not be necessary to make the resignation effective.
7. **Removal:** Any officer may be removed from office by a two-thirds (2/3) majority vote of those in attendance. Proper notice specifying the proposed removal shall be given one week prior to any meeting which removal shall be considered.

Section E: Committees

1. Rating and Ranking Committee

- a. **Function:** Review grant proposals and prioritize for inclusion in the Tehama County Continuum of Care's Annual Application to HUD for Tehama County Continuum of Care funding; sub-recipient competitions for Emergency Solutions Grant funding of TCCoC member organizations, and any funding opportunities that may be available through TCCoC.
- b. **Membership:** Rating & Ranking Committees are to be comprised of three (3) to five (5) Active Level members appointed by the Executive Council for one (1) year terms. Membership should be comprised of a distribution determined by the Executive Council to best represent the current matrix of organization types represented in the General Collaborative and/or to reflect the makeup of the current populations and subpopulations of individuals and families experiencing homelessness in the geographical area. Under no circumstances shall a representative of an organization with a funding request in current competition be appointed to the Rating & Ranking Committee during the period in which such request will be reviewed by the panel. Members may serve multiple consecutive terms if appointed.
- c. Meets as needed to perform rating and ranking duties as described

2. HMIS/Coordinated Entry Committee

- a. **Function:** Coordinate operation of the HMIS and serve as point-of-contact between the CoC, the HMIS Lead Agency, including reviewing CoC-wide and program-specific data quality, identifying of training opportunities, providing peer support to HMIS users; evaluating the effectiveness of TCCoC's HMIS policies, reviewing community-wide HMIS reports prior to submission to HUD or other funding agencies, or presentation to the General Collaborative, the Executive Council or other audiences as needed. Develop and coordinate the TCCoC's Coordinated Entry System (CES) through working together to create a system in which participants can initiate receipt of assistance through any Point of Entry; to develop close collaborative relationships between service providers to ensure that complete wraparound care is provided across agencies; to evaluate and refine the Vulnerability Assessment employed by the CES; to recruit key partners in the community in order to strengthen the reach and effectiveness of the CES; to review and develop the TCCoC's Coordinated Entry Policies.

- b. **Membership:** Made up of representatives of member organizations that participate in or are interested in participating in the CoC-wide Homeless Management Information System (HMIS) and/or the Coordinated Entry System (CES)
 - c. **Meetings:** Quarterly or as needed
3. **Ad-Hoc Committees / Workgroups**
- a. **Description:** Mission-specific committees may be created at the discretion of the Executive Council. All such committees shall cease to exist when their specified tasks have been completed. Each of these committees will provide a monthly update to the Executive Council during the committee's duration.
 - b. **Function:** To complete specified tasks related to special events or other short-term activities.
 - c. **Membership:** Executive Council members
 - d. **Meetings:** As needed to perform the specified tasks for which each committee is formed.

Section E: Code of Conduct/Conflicts of Interest

1. The Executive Council recognizes that members represent interests of organizations who may ultimately receive benefits from the CoC Program. To ensure that individuals and organizations that best serve the needs of the community will not be denied funds because of their active participation on the Executive Council, and to confirm that members serve the needs of the community and not the interests of any organization or entity, conflicts of interest will be clearly stated after introduction of the agenda item. Conflicts may also be stated prior to voting the Executive Council feels it is necessary.
2. No member shall vote upon or participate in the discussion of any matter, which shall have direct financial bearing on the organizations the member represents. Conflict of interest and even the appearance of a conflict of interest must be avoided. Members shall report conflict of interest and recuse themselves from voting on issues where a conflict of interest is apparent or identified.
3. No member should vote on a question in which he or she has a direct personal or pecuniary interest not common to other members of the organization. A conflict of interest is any situation in which financial or other personal considerations may unduly influence Executive Council judgment.
4. **Recusal Procedure:** In any case in which an Executive Council member has a personal interest in the outcome of the vote (an interest not shared by other board members), the interested board member should leave the meeting room so the remaining council members can freely discuss and vote on the issue. (California's Fair Political Practices Act, Calif. Code of Reg. §18702.5.) Once the vote is taken, the recused council member may return to the meeting.

Article VII: Collaborative Applicant

Section A. Description

The Collaborative Applicant is the entity designated by the Continuum of Care to submit the annual CoC Registration and all parts of the CoC Program Consolidated Application to the Department of Housing and Urban Development (HUD) on behalf of the CoC.

Section B. Appointment

The Collaborative Applicant shall be an agent of local government or a non-profit organization and will be appointed annually by passing motion by the Executive Council prior to the close of the CoC Registration period. Under no circumstances shall an agency or organization accept appointment as Collaborative Applicant that intends to submit a request for CoC Program funds (not including CoC Planning Program Funds), new or renewal, as part of the CoC Application in a year in which the organization will act as Collaborative Applicant.

Section C. Responsibilities

1. **CoC Registration:** The Collaborative Applicant (or designated agent) shall coordinate completion of the annual CoC Registration in eSnaps prior to the deadline established by HUD and immediately provide the Executive Council members with either a *.pdf or hard copy of the Registration Confirmation page from eSnaps.
2. **CoC Application:** The Collaborative Applicant (or designated agent) shall coordinate completion of the annual CoC Application and its submission in eSnaps as prior to the deadline established by HUD and immediately distribute confirmation of such submission the Executive Council members.

Article VIII: Homeless Management Information System (HMIS)

Section A. Appointment

The HMIS Lead Agency shall be an agent of local government or a non-profit organization and will be appointed by a passing motion by the Executive Council.

Section B. HMIS Operation

The HMIS Lead Agency or designated agent shall coordinate operation of the CoC-wide HMIS System as outlined in the Memorandum of Understanding between the Collaborative Applicant and the CoC. (Exhibit D)

Article X: Review & Amendments

Section A. Review

These written standards, including attached Exhibits, shall be reviewed annually for HUD compliance and for any other content deemed necessary by the Executive Council. Review shall be performed by member(s) appointed by the Executive Council prior to submission of the annual CoC Application or upon more frequently if significant policy updates are issued.

Section B. Amendment

These written standards, including attached Exhibits, may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) majority of the Members in attendance at a Tehama County Continuum of Care Executive Council meeting. Proposals to amend the Governance Charter may be made at any monthly meeting. The proposed amendment will be sent to all Continuum members in writing fifteen (15) days before the next regularly scheduled meeting. A comment opportunity shall be provided at the next meeting of the Continuum, followed by either a vote on the amendment or a vote on decision to extend the comment period.

Article XI: Nondiscrimination

The Continuum of Care is a non-discriminatory organization and does not discriminate on the basis of age, sex, race, ethnicity, religion, creed, disability, sexual orientation, familial status, or natural origin in accordance with all state and federal regulations.

Revision Date: July 25, 2018

This application may also be accessed and submitted electronically at <http://www.tehamacoc.org/membership-registration.html>.

Exhibit A



TEHAMA COUNTY CONTINUUM of CARE

General Collaborative Membership - ORGANIZATIONAL

Active Level Membership Required for voting in the TCCoC General Collaborative meetings and officer elections.

Membership confirmation will be provided by email, US Mail, or both. Membership is considered effective on send date of confirmation.

Organization Name: _____

Organizational Mailing Address: _____

Primary Organizational Representative (Required)

Name: _____

Email address: _____

Phone number: _____

Most recent TCCoC Meeting attended: _____

Secondary Organizational Representative (Optional)

Name: _____

Email address: _____

Phone number: _____

Most recent TCCoC Meeting attended: _____

Briefly describe your organization's work addressing homelessness and/or providing services to individuals or families experiencing homelessness: _____

What does your organization hope to contribute and/or gain from working with TCCoC?

General Collaborative Membership – ORGANIZATIONAL
(Continued)

Please check all that apply to your organization:

- Non-profit
- For-profit
- Government
- Other

I agree to observe the Code of Conduct of the Tehama County Continuum of Care General Collaborative:

At any time an issue or matter may come before the Continuum for which a Member may have a conflict of interest, (s)he shall abstain from voting on said issue or matter. The Member may still participate in the discussion if they fully disclose the nature of their conflict of interest and the majority of the Members present vote to allow their participation. Any Member with a conflict of interest may still answer questions posed by another Member during the discussion.

Signature: _____ Date: _____

Applications may be submitted to Chairperson at any Tehama County Continuum of Care meeting.

This application may also be accessed and submitted electronically at <http://www.tehamacoc.org/membership-registration.html>.

Exhibit A



TEHAMA COUNTY CONTINUUM of CARE

General Collaborative Membership - **INDIVIDUAL**

Active Level Membership Required for voting in the TCCoC General Collaborative meetings and officer elections.

Membership confirmation will be provided by email, US Mail, or both. Membership is considered effective on send date of confirmation.

Name: _____

Email Address: _____

Phone number: _____

Mailing Address: _____

Most recent TCCoC meeting attended: _____

Are you affiliated with any local organization that is currently part of TCCoC membership, or may consider seeking membership in the future?

- No, I represent my own interests, as an individual, exclusively.
- Yes (Please explain below)
- I'm not sure (Please explain below)

If you responded "Yes" or "Unsure" above, please describe your affiliation to TCCoC Member Organization(s): _____

If you are affiliated with any TCCoC Organizational Members, it may not be appropriate for you to become a voting member of the TCCoC General Collaborative. However, your attendance at General Collaborative meetings as an Open Level member is always welcome and encouraged.

If you are affiliated with an organization that may wish to join TCCoC at the organizational level, please discuss your interest in becoming a voting member with your organization's leadership to determine the appropriate type of membership for you. To apply for membership as a representative of any organization, please secure authorization from your organization's leadership, then complete and submit a TCCoC General Collaborative Application for Organizations instead of this form.

Please check all that apply to you:

- Formerly Homeless

- Currently Homeless
- Local Business Owner/Manager

General Collaborative Membership – INDIVIDUAL
(Continued)

What prompted you to seek TCCoC Membership? _____

Briefly describe what you hope to contribute and/or gain from working with TCCoC?

I agree to observe the Code of Conduct of the Tehama County Continuum of Care General Collaborative:

At any time an issue or matter may come before the Continuum for which a Member may have a conflict of interest, (s)he shall abstain from voting on said issue or matter. The Member may still participate in the discussion if they fully disclose the nature of their conflict of interest and the majority of the Members present vote to allow their participation. Any Member with a conflict of interest may still answer questions posed by another Member during the discussion.

Signature: _____ Date: _____

Applications may be submitted to Chairperson at any Tehama County Continuum of Care meeting.



Consideration Matrix for Selection of Executive Council Membership

Overall consideration: The Executive Council suggests the Tehama County CoC will ensure a Executive Council/Board membership matrix indicating the geographic representation of members, the diversity of membership, and subpopulations represented by CoC-funded provider representative(s).

* More than one category can be satisfied by one member of the board where applicable.

This matrix is to be reviewed, updated and approved by the General Collaborative no less than every five (5) years, and can be amended at any time according to Review & Amendment policy found in TCCoC’s Governance Charter.

<i>Category</i>	<i>Definition</i>	<i>Key Considerations</i>
Formerly Homeless	An individual who was at one point homeless.	<p>Recruitment: Former participants in CoC or ESG funded projects can be recruited through known program contacts as well as through the General Collaborative membership roster. Recruitment for this category is often a less formal process, and can include assistance from an advocate where appropriate. The invitation to apply needs to clearly explain the expectations for being a member, including meeting dates, times, and location.</p> <p>Applicants can submit a Board application letter of interest indicating what they believe they can contribute to CoC governance.</p>
Emergency Solutions Grants (ESG) Program Recipient’s Agency Representative	Representative(s) from organization(s) within the CoC’s geographical area that are direct recipients and/or subrecipients of Emergency Solutions Grant funds	Considering how the applicant is using ESG funds to contribute to the goals in the CoC, it is important that the applicant participate in the Coordinated Entry System and participates in the community. Consider geographic balance, current level of participation in the CoC, and how the ESG or city, state, county, etc. plan aligns with goals of the CoC.
Continuum of Care General Collaborative Chairperson	The current Chair of the Continuum of Care General Collaborative Committee should serve on the CoC Executive Council.	Communication between the General Collaborative of the TCCoC and the Executive Council is a necessary component for successful collaboration and ensures that practical and effective policies are developed.

Representative(s) of local government and/or mainstream assistance agencies	Individuals who represent local government agencies or other mainstream agencies directly or indirectly involved with homelessness assistance	
Public Policy Representatives	Individual(s) with experience and/or knowledge of policies, laws and local ordinances that affect homeless individuals and families and/or homelessness assistance efforts.	Consider the current CoC participation and involvement. Ensure the applicant understands and is in alignment with the direction of the CoC, especially as it relates to Coordinated Entry and the HEARTH Act. Also important to consider the advocacy work the applicants have done historically related to ending homelessness and/or the CoC goals.
CoC-Funded Provider Representative	An agency that operates a Continuum of Care Program funded homeless assistance program.	Note the subpopulations the applicant represents, current and historical participation.
Homeless Subpopulation representative(s)	Individuals with personal experience as a member of subpopulations or representatives of organizations that provide assistance to members of homeless subpopulations, such as Veterans, victims of domestic violence, child abuse or other crimes, LBTQ populations, runaway and homeless youth, etc.	The specific service needs of homeless subpopulations should be represented knowledgeably on the Executive Council to ensure that appropriate services are both provided specifically to such subpopulations and that all possible accommodations are put in place to appropriately facilitate access for members of subpopulations to mainstream services within the geographical area. Representative(s) should be knowledgeable regarding existing barriers to participation, safety considerations and privacy guidelines pertaining to one or more homeless subpopulations.

This application may also be accessed and submitted electronically at <http://www.tehamacoc.org/executive-council-application.html>.



TEHAMA COUNTY CONTINUUM of CARE

Exhibit C

Executive Council Member Application

Name: _____

Email Address: _____

Phone number: _____

Mailing Address: _____

Organizational Affiliation: _____

Please indicate which of the following describes you (check all that apply):

- Formerly or Currently Homeless Person
- Emergency Solutions Grant (ESG) Program Recipient Organization Representative
- Continuum of Care General Collaborative Chairperson
- Representative of Local Government and/or mainstream assistance provider
- Public Policy representative
- CoC-Funded Provider Representative
- Homeless Subpopulation Service Provider Representative

I agree to observe the Code of Conduct of the Tehama County Continuum of Care General Collaborative:

Tehama County Continuum of Care Executive Council recognizes that members represent interests of organizations who may ultimately receive benefits from the CoC Program. To ensure that individuals and organizations that best serve the needs of the community will not be denied funds because of their active participation on Tehama County Continuum of Care Executive Council, and to confirm that members serve the needs of the community and not the interests of any organization or entity, conflicts of interest will be clearly stated after introduction of the agenda item. Conflicts may also be stated prior to voting if Tehama County Continuum of Care Executive Council feels it is necessary.

No member shall vote upon or participate in the discussion of any matter, which shall have direct financial bearing on the organizations the member represents. Conflict of interest and even the

appearance of a conflict of interest must be avoided. Members shall report conflict of interest and recuse themselves from voting on issues where a conflict of interest is apparent or identified.

No member should vote on a question in which he or she has a direct personal or pecuniary interest not common to other members of the organization. A conflict of interest is any situation in which financial or other personal considerations may unduly influence Executive Council judgment.

Recusal Procedure: In any case in which an Executive Council member has a personal interest in the outcome of the vote (an interest not shared by other board members), the interested council member should **leave the meeting room** so the remaining Executive Council members can freely discuss and vote on the issue. (California's Fair Political Practices Act, Calif. Code of Reg. §18702.5.) Once the vote is taken, the recused council member may return to the meeting.

Signature _____ Date: _____

Applications may be submitted to Chairperson at any Tehama County Continuum of Care meeting.

CA-527 Tehama County Continuum of Care

Homeless Management Information System
Memorandum of Understanding

Memorandum of Understanding between

CA-527 Tehama County Continuum of Care and Alternatives to Violence**A. Purpose and Scope**

The purpose of this Memorandum of Understanding is to confirm agreements between the CA-527 Tehama County Continuum of Care (Tehama CoC) and Alternatives to Violence (ATV) in connection with the operation of the Continuum of Care's Homeless Management Information System (HMIS) and the development, implementation and operation of Tehama CoC's Coordinated Entry System (CES). The HMIS/CES is a collaborative project of the CA-527 Tehama County Continuum of Care, Alternatives to Violence (ATV) as the HMIS Lead Agency, and participating Partner Agencies. As such, the Memorandum of Understanding sets forth the general understandings, and specific responsibilities of each party relating to key aspects of the governance and operation of the Tehama CoC's HMIS/CES.

B. Background

The HMIS is a computerized data collection system designed to capture information about homeless people and homeless programs over time. HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD Continuum of Care (CoC) homeless assistance funds, as well as Emergency Solutions Grants (ESG), and various VA and HUD/VA programs. HMIS is essential to efforts to streamline client services and inform public policy.

Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness represented by the CA-527 Continuum's geographic region, which may include measuring the extent and nature of homelessness, demographic and other non- personally identifiable information about the populations served, the utilization of services and homeless programs over time, and the effectiveness of homeless programs. Such an unduplicated accounting of homelessness is necessary to service and systems planning, effective resource allocation, and advocacy.

As mandated by the HEARTH Act, the 2012 CoC Program Interim Rule, and other HUD policy, Tehama CoC will develop a Coordinated Entry System (CES). A Coordinated Entry System (referred to in some such documents as Centralized or Coordinated Assessment) is a uniform process for administering an initial assessment to potential program participants that is used by all participants in a Continuum of Care to ensure efficient screening, assessment, prioritization of needs, and referral of program participants within and between programs. As has been done in other geographical areas, Tehama CoC currently intends to develop this system as a component of the same computerized system that is used to collect program participants' HMIS data.

C. The parties to this Memorandum of Understanding (MOU) share a common interest in

collaborating to end homelessness and successfully implementing and operating HMIS/CES in Tehama County.

The CA-527 Tehama County Continuum of Care is a communitywide collaborative that works to provide a range of homeless housing and services. The Continuum of Care system components may include planning & policy, monitoring, analysis, prevention, emergency shelter, transitional housing, permanent affordable and permanent supportive housing, supportive services at each stage, specialized programs and outreach for each homeless subpopulation, and integration with “mainstream” programs. HMIS will enable homeless service providers to collect uniform client information over time. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; these data are necessary to service and systems planning, and advocacy.

The development and implementation of an effective Coordinated Entry System throughout the geographical region served by the Tehama CoC will serve to further the CoC’s “No Wrong Door” philosophy while minimizing duplication of work associated with assessments, streamline referral processes and provide a standardized method of determining program eligibility and prioritizing needs.

D. General Understandings

1. Governance Role

The Executive Council (Governing Body) of the CA-527 Tehama County CoC, under the provisions of the McKinney Vento Act, HEARTH Act, the 2012 CoC Program Interim Rule, and other HUD policy, is responsible for HMIS Lead Agency selection, HMIS oversight and implementation—including the final elements of planning, software selection, and ensuring that the HMIS is in compliance with HUD’s national HMIS Standards. Governance responsibilities are carried out by the Governing Board and the HMIS Committee (described below).

2. HMIS Lead Agency Designation

The CA-527 Tehama County CoC Board designates Alternatives to Violence as HMIS Lead Agency to manage and directly oversee and monitor HMIS operations on its behalf and to provide HMIS administrative functions, training, and staffing at the direction of the Governing Board.

3. Executive & General Authority

The CA-527 Tehama County CoC Governing Board and CoC General Membership comprise the federally constituted and required administrative bodies under the McKinney-Vento Act, HEARTH Act, and CoC Program Interim Rule (including any future iterations of these enabling legislative documents) to act as final local authority in all matters involving the functioning of the Continuum, designation of HMIS Lead, and ensuring the performance of all activities necessary to fulfill HUD requirements.

4. Homeless Management Information System Committee

CoC Partner Agencies and community members actively participate with HMIS Lead Agency through the HMIS Committee in the review and development of the HMIS process, including establishing policies, procedures and protocols for privacy, data sharing protocols, data analysis, reporting, data integrity/quality, etc. essential to the viability and success of the HMIS.

5. Funding

a. **HUD CoC Program Grant(s)**

HMIS activities are eligible to be covered by an annual HUD CoC Program grant(s) and the required local match funds as stipulated in the Acts and annual OneCPD SuperNOFA. It is the responsibility of the HMIS Lead Agency to make application for these funds as part of this agreement. The terms and uses of HUD funds are governed by the annual NOFA, HUD CoC grant agreement and applicable rules.

1. **Local Jurisdiction and Partner Agency Cash Match**

The HUD CoC Program grant comes with a 25% cash match requirement. Alternatives to Violence, as HMIS Lead Agency has responsibility for facilitating the commitment of the local match and other funding for HMIS from participating jurisdictions, Partner Agencies, and their own operational funding. Continuing match funding is subject to and contingent upon available annual financing from all sources. In the event there is a shortfall in the cash match, HMIS Lead Agency, Executive Board, and if needed, the HMIS Committee will explore alternative funding options.

b. **Alternative Funding Options**

Funding is subject to and contingent upon available annual financing from all sources. In the event there is a shortfall in funding, HMIS Lead Agency, Governing Board, and if needed, the HMIS Committee will explore alternative funding options.

c. **Contingency**

While it is the responsibility of the HMIS Lead Agency participate in identifying potentially appropriate funding options to make application for such funds upon direction from the CoC Governing Board, final responsibility for ensuring adequate funding for operating the HMIS lies with CA-527 Continuum of Care. The HMIS Lead Agency is not bound by this or any other agreement to operate the HMIS in the absence of adequate funding. Should adequate funding sources fail to be identified or decline to fund the HMIS System, Alternatives to Violence may, without penalty, relinquish HMIS Lead Agency responsibilities upon written notice to CA-527 Tehama County Continuum of Care. All data collected by the HMIS system while overseen by Alternatives to Violence are to be turned over to the Governing Board in digital format within thirty (30) days of such written notice.

6. **Software and Hosting**

CA-527 Tehama County Continuum of Care has selected a single software product—Clarity Human Services—to serve as the sole HMIS software application in Continuum of Care. All Partner Agencies agree to use Clarity Human Services as configured for use in the CA-527 Tehama County CoC HMIS.

7. **Compliance with Homeless Management Information System Standards**

The HMIS is operated in compliance with HUD HMIS Data and Technical Standards and other applicable laws. The parties agree to make changes to this MOU, other HMIS operational documents, and HMIS practices and procedures to comply with the expected revisions that will occur in the future, and to do so within the HUD-specified timeframe for such changes.

8. **Local Operational Policies and Agreements**

The HMIS is to operate within the framework of agreements, policies, and procedures developed and approved over time by the Continuum through its HMIS Lead Agency and HMIS Committee. These

agreements, policies and procedures include but are not limited to the general CoC Policies and Procedures, the HMIS Policies and Procedures, Privacy Policies and Notices, Client Release of Information (ROI) Forms and Procedures, Standardized Information Collection Forms (Intake and Exit) to comply with Data Standards and the Coordinated Entry Plan process, Partner Agency Agreements, and User Agreements. Changes to the policies and procedures made from time to time by the CoC, through its HMIS Lead agency and HMIS Committee, to comply with the HMIS Standards or otherwise improve HMIS operations are anticipated and expected. It is also expected that the CoC may want to make some changes to the policies and procedures in order to accommodate its unique approach to managing and administering the CoC Strategic Plan and HMIS function.

E. Specific Responsibilities of the Parties

1. CA-527 Tehama County Continuum of Care Responsibilities

The CA-527 Tehama County CoC Governing Board serves as the HMIS governance body, providing oversight, project direction, policy setting, and guidance for the HMIS project. The CoC exercises all its responsibilities for HMIS governance through its Governing Board and HMIS Committee. These responsibilities include:

- a. Responsible for ensuring and monitoring compliance with the HUD HMIS Standards.
- b. Designating the HMIS Lead Agency and the software to be used for HMIS, and approving changes to the HMIS Lead Agency or software.
- c. Conducting outreach to and encouraging participation by all homeless assistance programs and other mainstream programs serving homeless people.
- d. Developing and/or approving all HMIS operational agreements, policies, and procedures.
- e. Guiding data quality and reporting.
- f. Promoting the effective use of HMIS data, including measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs.

2. HMIS Lead Agency Responsibilities

Alternatives to Violence serves as the lead agency for the HMIS project, managing and administering all HMIS operations and activities. ATV exercises these responsibilities at the direction of the CoC Governing Board. These responsibilities are contingent on receipt of the appropriate funding through HUD CoC Program Grant funding and local match dollars from participating jurisdictions and Partner Agencies, HMIS Participation Fees and/or other sources of funding approved by the Governing Board and include:

a. General Responsibilities:

1. Serving as the applicant and liaison with HUD regarding the HUD HMIS grants.
2. Attending CoC Governing Board meetings, specific team meetings, and conference calls as necessary.
3. Serving as the liaison with the software vendor.
4. Facilitating and attending the HMIS Committee meeting.
5. Providing overall staffing and an HMIS Administrator for the project.
6. Participating in the success of HMIS.
7. Complying with HUD HMIS Standards (including anticipated changes to the HMIS

Standards) and all other applicable laws.

8. ATV shall be responsible for billing Partner Agencies and jurisdictions for cash match and any applicable annual user licensing, support and/or training fees.
9. Annually prepare CoC Program NOFA applications for HMIS funding.
10. Working in partnership with the CoC Lead Agency to inform elected officials, government agencies, the nonprofit community, and the Public about the role and importance of HMIS and HMIS data.
11. Provide regular data quality reports, and such requested custom reports as necessary for the operation and analysis of regional CoC programs; prepare and submit data to HUD for the annual AHAR report; participate as necessary in facilitating the annual PIT & HIC count; provide data and documentation as necessary to complete the annual CoC Program Grant Program Competition collaborative application.

b. Sub-Contracting:

Sub-contracting of any of the above responsibilities for the purpose of operating a cost-effective, high-quality HMIS system will be permitted upon approval of the CoC Governing Board and HMIS Committee.

c. Project Management and System Administration:

1. General

- a. Provide and manage end user licenses (per terms of grant agreement with HUD).
- b. Create project forms and documentation (approved by the HMIS Committee and CoC Board).
- c. Provide materials and assisting the CoC Lead Agency with presenting HMIS information on a website.
- d. Prepare project policies and procedures and collaborate with the CoC Director to monitor and ensure compliance on behalf of and at the direction of the CoC Board.
- e. Obtain and maintain signed **Partner Agency MOU's**.
- f. ATV will invoice partner agencies and jurisdictions.
- g. ATV will collect local match and will provide accounting of match contributions the CoC and HUD.

2. Security and Reliability:

- a. Protect confidential data (in compliance with HUD Standards, local privacy policies, and other applicable law), and abide by any restrictions clients have placed on their own data.
- b. Develop and implement security and confidentiality plans as required by future revisions in HUD HMIS Standards.

3. Administer HMIS end users, including:

- a. Add and remove Partner Agency users and administrators.
- b. Manage user licenses

4. Training:

Provide all training and user guidance needed to ensure appropriate system use, data

entry, data reporting, and data security and confidentiality, including:

- a. Training documentation.
- b. Confidentiality, privacy, data sharing training per Coordinated Assessment Plan.
- c. Application training for agency administrators and end users.
- d. Outreach to users/end user support.
- e. Technical assistance/HelpDesk support by email.
- f. ATV will be responsible for scheduling initial training with Partner Agency staff at the location which Partner Agency will be conducting data entry or on-site at HMIS Lead Agency location.
- g. Ongoing training will be provided as needed, either at the request of Partner Agencies or upon identification of need of further training through Data Quality analysis.

5. Data Quality:

- a. Ensuring all client and homeless program data are collected in adherence to the HUD HMIS Data Standards and local additional requirements thereto.
- b. Customizing the HMIS application to meet local data requirements.
- c. Monitoring data quality, generating agency exceptions reports, correcting errors.
- d. Ensuring data quality.
- e. Preparing and implementing a data quality plan if required by the revised HUD HMIS Standards.
- f. Carry out aggregate data extraction and reporting including the HMIS data needed for an unduplicated accounting of homelessness, excluding the Point in Time and Street count.
- g. Prepare and upload data as requested by funders of the HMIS system or CA-527 Tehama County Continuum of Care as a CoC.
- h. Store collected data in accordance with federal and state statutes as well as any guidelines specifically assigned to participating agencies, provided advanced disclosure of such guidelines is provided by said agencies prior to entering data into the HMIS.
- i. Assist partner agencies with agency-specific data collection and reporting needs, such as the Annual Progress Report and program reports (within reason and within constraints of budget and other duties).

6. Satisfactory Assurances Regarding Confidentiality and Security:

- a. It is understood that ATV will receive from HMIS partner's client information that may be subject to the privacy and security protections and requirements of HUD HMIS Standards, HIPAA Privacy Rule, other law, and local HMIS privacy and security policies and procedures. ATV hereby agrees that it will use protected client information only for purposes permitted by agreement with Partner Agencies, the CoC Lead Agency, state or federal entities, and as permitted by the applicable law and Standards. Further, ATV agrees it will make use of all safeguards required by HUD Privacy Standards, HIPAA Privacy Rule,

where appropriate, other law, and local HMIS privacy and security policies and procedures in order to prevent any unauthorized disclosure of protected client information.

F. Period of Agreement and Modification/Termination

1. **Period of Operation and Termination:** This MOU will become effective upon signature of the parties and shall remain in effect until terminated by the parties. Each party shall have the right to terminate this agreement as to itself only upon 90 days prior written notice to the CA-527 Tehama County Continuum of Care. Violation of any component may be grounds for immediate termination of this Agreement.
2. **Annual Review Period:** The terms and conditions of this MOU shall be reviewed annually, beginning sixty (60) days prior to the anniversary of its execution, by both parties to this agreement. Any recommendations, amendments, additions, deletions, or required changes shall be presented to the CoC Board for consideration thirty (30) days prior to that anniversary date.
3. **Amendments:** Amendments, including additions, deletions, or modifications to this MOU must be agreed to by all parties to this Agreement.

Signatures of the parties indicate their agreement with the terms and conditions set forth in this document.

**On behalf of CA-527
Tehama County Continuum of Care:**

**On behalf of Alternatives to Violence,
HMIS Lead Agency:**

Date: _____

Date: _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

(Completed copy currently on file; signed by Gail Locke, CoC Chair, and Jeanne Spurr, CEO, Alternatives to Violence; dated 2/27/2015)