

Appendix B

Memorandum of Understanding (MOU) Between Designated Coordinated Entry Centers and the Lake County Coalition for the Homeless/Continuum of Care (CoC)

This Memorandum of Understanding is entered into as of the _____.

For the purposes of this agreement, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship of _____ to Lake County Homeless Coalition is that of independent contractor, performing services pro bono publico, and neither party is the agent, representative, or employee of the other party. No party shall have the authority to make any statements, representation, or commitments of any kind or to take any action that shall be binding on the other party

WHEREAS, the parties to this agreement agree to implement a Coordinated Entry Process for the purposes of ending homelessness in Lake County;

NOW THEREFORE, the parties will provide services and resources upon the following conditions:

1. The Coordinated Entry Center will administer the VI-SPDAT to individuals who are homeless at their “open door” shelter.
2. The Coordinated Entry Center will administer the VI-SPDAT to individuals who meet the following HUD definition of “literally homeless” (also referred to as Category 1 Homeless):
Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
 - c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
3. A VI-SPDAT assessment will be conducted on each eligible homeless individual within the first seven days of their intake into shelter and at the conclusion of the assessment, placed on the on the Centralized Waiting List, maintained and monitored by the Housing Placement Workgroup.
4. The Coordinated Entry Center will conduct the VI-SPDAT assessment process based on their agency’s intake policies and procedures.

5. The Coordinated Entry Center is encouraged to utilize the Required Talking Points, included in the LCCH System Coordination and Entry Policies and Procedures Appendix, when administering the assessment.
6. The Coordinated Entry Center must ensure all individuals assessed by the VI-SPDAT sign and date consent form (Appendix D).
7. The Coordinated Entry Center completes all VI-SPDAT assessments in ServicePoint. Any paper copies of the VI-SPDAT assessments are shredded, after data has been entered into ServicePoint, to destroy confidential information.
8. With a valid signed client consent form, the Coordinated Entry Center is allowed to share the total VI-SPDAT score, but not the responses to each individual question.
9. Coordinated Entry clients are freely allowed to decide what information they provide during the assessment process, to refuse to answer assessment questions, and to refuse housing and service options without retribution or limiting their access to other forms of assistance.
10. If client refuses the VI-SPDAT and has signed/dated a consent form, the case manager's observation and assessment of the client will be taken into consideration for the purposes of assignment to a PSH/RRH Program. The client's name will be placed on a separate by name list and presented to the Housing Placement Workgroup for review.
11. The Coordinated Entry Center must provide appropriate auxiliary aids and services necessary to ensure effective communication (e.g. Braille, audio, large type, assistive listening devices, and sign language interpreters).
12. The Coordinated Entry Center is to take reasonable steps to offer coordinated entry process materials and participant instructions in multiple languages to meet the needs of minority, ethnic, and groups with Limited English Proficiency.
13. The Coordinated Entry Center must offer safe and confidential access to the coordinated entry process and victim services, including access to comparable process used by victim service providers, as applicable, and immediate access to emergency services such as domestic violence hotlines and shelters.
14. The Coordinated Entry Center may not deny a person access to the Coordinated Entry process on the basis that the client is or has been a victim of domestic violence, dating violence, sexual assault or stalking.
15. If applicable, persons encountered by street outreach workers are offered the same standardized process as persons who access coordinated entry through site-based access points.
16. The Coordinated Entry Center staff administering the SPDAT will participant in the annual CoC Coordinated Entry training. The purpose of the training is to provide access to materials that clearly describe the methods by which assessments are to be conducted.
17. All clients accessing the Coordinated Entry must be informed of the ability to file a nondiscrimination complaint.

Termination of MOU

This MOU becomes effective upon execution of all parties and will remain in effect unless sooner terminated by either of the following:

1. Upon 30 days written notice by one party to the others;
2. Upon mutual consent of all parties;

3. Upon good cause of any party if the other parties fail to comply with the terms of the MOU. However, prior to any such unilateral termination of good cause, the party wishing to terminate must give the other parties written notice of the alleged non-compliance and a 30 day opportunity to cure;
4. Upon filing of bankruptcy or liquidation of any party.

Miscellaneous

A. Severability

The invalidity or unenforceability of any particular provision of this Memorandum of Understanding shall not affect the provisions hereof, and the Memorandum of Understanding shall be construed in all respects as if such invalid or enforceable provision were omitted.

B. Amendments

This Memorandum of Understanding may be amended only in writing signed by applicable parties. The parties agree to make a good faith effort to agree on any amendments as may be necessary to achieve the goals and commitments set forth herein.

C. Notices

All notices provided herein shall be in writing and served upon the parties via certified mail to the mailing address listed below:

Name of Agency

Mailing Address of Agency

D. Non-exclusive

All parties agree that this Memorandum of Understanding is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities independent of the Coordinated Assessment Process.

E. Indemnification and Hold Harmless

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance of omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against multiple parties, it is the intent of the two parties to cooperate in the defense of said claim and to cause the insurers to do likewise.

F. Confidentiality

- a. All parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of client records, files or communications in addition to the terms of this agreement.
- b. All parties agree to secure privacy, confidentiality and integrity of customer, employee and administrative data on automated systems and install antivirus protection and a firewall.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledge having read and understood all of the terms and provisions of the Agreement, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement.

Coordinated Entry Center:

Name of Agency _____

Representative Signature _____ Date _____

Title _____

Lake County Coalition for the Homeless/CoC:

Representative Signature _____ Date _____

Title _____