

## **Appendix C**

### ***Memorandum of Understanding (MOU) Between Housing Providers 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 receive referrals from the Coordinated Entry Process for the purposes of ending homelessness in Lake County;

**NOW THEREFORE**, the parties will receive program referrals and provide services and resources upon the following conditions:

1. 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
2. The Provider must submit their eligibility criteria to the System Coordination and Entry Committee before they can participate in the coordinated entry process
3. The Provider must submit any changes to a program’s eligibility criteria or target population to the System Coordination and Entry Committee Chair, who will then forward the update to the HMIS Administrator.
4. If the System Coordination and Entry Committee has a concern that a Provider’s requirements may be contributing to “screening out” or excluding households from needed services, the System Coordination and Entry Committee may request to meet with the Provider to discuss their criteria.

5. If the System Coordination and Entry Committee can clearly show a link between underserved populations and a Provider's eligibility criteria, and the Provider is unwilling to modify the criteria, the System Coordination and Entry Committee may recommend to the Lake County Coalition for the Homeless Board of Directors that the Provider be de-prioritized for Continuum of Care or other funding.
6. When a Provider has a client opening in their program, they will contact the HMIS Administrator and System Coordination and Entry Chair no more than 30 days prior to their known vacancy and request referral names.
7. After a Provider receives their referral names, the Provider is to attempt initial contact with the highest priority individual within three business days for receiving the list of names.
8. The Provider will attempt to contact all of the client's contacts that are listed in the referral. If contacting the client directly has been unsuccessful, the Provider will contact the agency which completed the VI-SPDAT for assistance with locating the client within three business days of when the first attempts to contact the client directly have failed.
9. The Provider will maintain documentation of all attempts to contact candidate(s).
10. The Provider will continue all attempts to contact the client for a period of two weeks from receipt of the original referral.
11. The Provider will inform the HMIS Administrator and Housing Placement Workgroup Chair (workgroup of the System Coordination and Entry Committee) if unable to contact clients or the referring agency within two weeks of receipt of the referral.
12. If the Provider is able to contact a referral, then the interview process for that housing program would begin with the individual/family whom they were able to contact first.
13. The Provider will contact the referring agency, after contact has been made with the individual/family, in order to obtain necessary HUD documentation which would include: disability documentation, homeless history, and self-certification.
14. If the referring client refuses housing services, the Provider will move to the next individual/family on their list.
15. The Provider will acknowledge, entry into the housing program is the referring client's choice, therefore clients have the right to refuse acceptance into the program and will then remain in ServicePoint as open under Coordinated Entry.
16. The Provider will inform the System Coordinated Entry Committee Chair, HMIS Administrator, and the referring agency within 24 hours or one business day, when a referral is accepted into their housing program.
17. Providers agree to case conference with the Housing Work Group prior to client's termination from Housing Program or eviction from leased unit.
18. If the System Coordinated Entry Committee can clearly show a link between underserved populations and a provider's eligibility criteria, and the provider is unwilling to modify the criteria, the Committee may recommend to the Lake County Coalition for the Homeless Board of Directors that the provider be de-prioritized for Continuum of Care or other funding.

### **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.

**Housing Providers:**

Name of Agency \_\_\_\_\_

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**Lake County Coalition for the Homeless/CoC:**

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_