

*NOTE: This is a template MOU form. Fill all blue italicized text to make a form for use in local Regional Committees.*

**Memorandum of Understanding (MOU) Between Agencies Participating in Coordinated Assessment in *[Regional Committee Name]***

**This Memorandum of Understanding is entered into as of the \_\_\_ day of \_\_\_\_\_, 201\_.**

**WHEREAS, the parties to this agreement agree to implement a coordinated assessment process for the purposes of ending homelessness in *[County Name(s)]*;**

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

**For all partner agencies participating in coordinated assessment:**

- Accept referrals from the coordinated assessment process as established in the Regional Committee coordinated assessment plan
- Agree to follow locally established grievance procedures
- Provide up-to-date availability information as outlined in the Regional Committee coordinated assessment plan
- Share information about other referral sources with local coordinated assessment oversight
- Treat all consumers with respect and kindness
- Collaborate to address process issues for the purpose of evaluating service efficiency and effectiveness
- Provide all program eligibility criteria to the Regional Committee
- Meet with the Regional Committee when requested to discuss concerns and issues around coordinated assessment
- Discourage staff from administering any assessments that duplicate questions asked during coordinated assessment

**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 90 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 90 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 at the current mailing address or email address for each party.

**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 all parties to cooperate in the defense of said claim and to encourage 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.

Please sign and date below if you agree to these criteria.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agency: \_\_\_\_\_