**Memorandum of Understanding (MOU) Between Designated Coordinated Assessment Centers, Designated Assessment Staff Agencies, and the Charlotte/Mecklenburg Continuum of Care (CoC)**

**This Memorandum of Understanding is entered into as of the sixth day of May, 2014.**

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

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

**For Agencies Providing Staffing:**

**Mecklenburg County Community Support Services**

**Charlotte Family Housing**

**Men’s Shelter of Charlotte**

* Provide a designated number of staff, which may change over time based on client’s needs and agency capacity, for the coordinated assessment process.
  + Mecklenburg County Community Support Services will provide 5 assessors, including one supervisor who will supervise all Coordinated Assessment staff, regardless of the agency that employs them.
  + Men’s Shelter of Charlotte will provide one assessor
  + Charlotte Family Housing will provide one assessor
* Allow assessment staff members to be evaluated on a regular basis by the CoC and any outside evaluators they might bring in
* Ensure assessment staff receive training on the assessment, referral, and data entry processes associated with coordinated assessment, as well as any other trainings the Coordinated Assessment Committee deems necessary
* Make referrals based on the agreed-upon system-wide prioritization criteria, bed availability, and the assessment tools
* Travel to other designated coordinated assessment sites to conduct assessments if the coordinated assessment supervisor determines that demand is not being adequately met
* Work with the coordinated assessment supervisor to find replacement staff if the designated staff members are temporarily unavailable or leave their position with the organization
* Allow the assessment staff to take holidays and vacations, in accord with the policies of the employer agency

Allow the assessment staff to participate in meetings and trainings (at least quarterly) of the employer agency to enhance skills, maintain up to date knowledge of policies and procedures, and sustain interpersonal relationships with co-workers.

**Coordinated Assessment Staff Member Duties:**

* Administer assessments to consumers attempting to access the coordinated assessment process
* Report any capacity issues to the coordinated assessment staff supervisor
* Record assessment tool results on paper and in the HMIS system
* Be knowledgeable of data confidentiality and consumer confidentiality rights and be able to explain these rights to each consumer
* Obtain a signed data confidentiality agreement from each consumer whose information is entered into the HMIS system
* Manage the priority list and bed availability lists for various interventions as requested
* Refer consumers ineligible for homeless assistance services to other, more appropriate community resources

**Coordinated Assessment Staff Supervisor Duties:**

In addition to the responsibilities listed above:

* Ensure fluctuations in consumer demand are met with reallocation of staff resources in a timely manner
* Ensure coordinated assessment staff are following all policies and procedures and help them address any obstacles to doing their jobs

**For agencies providing locations:**

**Salvation Army Center of Hope**

**Men’s Shelter of Charlotte on North Tryon**

**Urban Ministry Center**

**Crisis Assistance Ministry**

**Innovative Community Resources**

* Provide a walk-through of the facilities to evaluators of the assessment process and CoC Committee and Coordinated Assessment Committee members
* Provide access to a convenient functioning printer and copier, basic office supplies, and office furniture in good condition
* Exclusively accept referrals to their own organization that come to them as a result of the coordinated assessment process (except when assessment hours are over for the day)

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

* 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 Coordinated Assessment Committee
* Participate in the Homeless management Information System (HMIS) and enter coordinated assessment information into the HMIS unless they are legally prohibited from doing so
* Abide by the policies and procedures of the coordinated assessment process
* Meet with the Coordinated Assessment Committee when requested to discuss concerns and issues around the coordinated assessment process
* Abide by the policies and procedures of the coordinated assessment process
* Discourage staff from administering system wide assessments or any program assessments that duplicate questions asked during the coordinated assessment process
* Meet with the Coordinated Assessment Committee when requested to discuss concerns and issues around the coordinated assessment process

**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 180 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 180 day opportunity to cure;

4) Upon filing of bankruptcy or liquidation of any party.

**Miscellaneous**

1. 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.

1. 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.

1. 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.

1. 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.

1. 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 cause the insurers to do likewise.

1. Confidentiality
   1. 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
   2. 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.

**Signature Page**

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

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

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