



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Kings/Tulare Homeless Alliance**  
**And**

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**WHEREAS**, the Kings/Tulare Homeless Alliance (“Alliance”) is responsible for coordinating community efforts to end and prevent homelessness within Kings and Tulare Counties;

**WHEREAS**, the Alliance is responsible for submitting United States Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Homeless Assistance Consolidated Grant Application within Kings and Tulare Counties;

**WHEREAS**, the Alliance is responsible for ensuring that all HUD CoC Homeless Assistance awardees within Kings and Tulare Counties adhere to HUD and local policy and procedures as established by the Alliance;

**WHEREAS**, \_\_\_\_\_ (“Partner Agency”) applied for HUD CoC Homeless Assistance funding to provide housing and homeless services to individuals experiencing homelessness in Kings and Tulare Counties.

**NOW, THEREFORE, IT IS AGREED** that the Alliance is responsible for Continuum of Care planning for homeless programs in the bi-county region, and Partner Agency, has applied for funds to provide homeless program services within Kings or Tulare Counties; the above parties mutually agree to the following terms and conditions:

## **I. Background**

In 1999, the Kings/Tulare Homeless Alliance was created to provide leadership in creating a stronger bi-county network of service delivery to homeless individuals, homeless families, and those at risk of becoming homeless through facilitating better communication, planning coordination, and cooperation among all entities that provide services to the region's homeless.

This MOU between the Alliance and Partner Agency delineates the roles and responsibilities of the Alliance and Partner Agency with regard to the administration of the HUD CoC Homeless Assistance grants.

## **II. Alliance Responsibilities**

The Alliance shall:

- A. Provide technical assistance to HUD CoC Homeless Assistance awardees.
- B. Conduct annual monitoring site visits to ensure compliance with The Stewart B. McKinney Homeless Assistance Act of 1987, later renamed the McKinney-Vento Homeless Assistance Act title IV, subtitle C, 42 U.S.C. 11381 and The McKinney-Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, requirements.
- C. Prepare and submit the annual HUD CoC Homeless Assistance Consolidated Application to HUD, when necessary.
- D. Assist in the preparation and submission of all new and renewal HUD CoC Homeless Assistance Project Applications that have been recommended for submission to HUD by the Alliance, when necessary.

## **III. Applicant Responsibilities**

**PARTNER AGENCY** shall:

- A. Comply with the McKinney-Vento and/or HEARTH Act, requirements and other applicable laws. If the Alliance determines that a grantee is not in compliance with McKinney-Vento and/or HEARTH Act requirements it may elect to exclude a grantee from future CoC applications.
- B. Ensure that all members of a household are not denied admission or separated from other family members based on age, sex, or gender when entering shelter or housing.
- C. Utilize the Homeless Management Information System (HMIS) data tracking system for case management activities. Timeliness and quality of data entered in the HMIS will be monitored monthly and during the annual monitoring site visit.
- D. Administer a Vulnerability Index Service Priority Decision Assistance Tool (VI-SPDAT) for all households seeking housing assistance through Partner Agency.
- E. Notify the Housing Navigator of bed/unit openings in a timely manner.
- F. Fill all housing openings by accepting client/household assignments from the bi-county Housing Navigator.
- G. Ensure that homeless assistance funds are administered in accordance with the requirements of applicable laws and program regulations.
- H. Ensure that CoC Program assistance is utilized in a timely manner. The program regulations make clear the standards that grantees will be held to regarding program implementation. HUD reserves the right to recapture funds not committed within 12-months of grant execution.

- I. Provide the Annual Performance Report (APR) filed with HUD to the Alliance.
- J. Applicant understands that if funding is awarded they are responsible to inform the Alliance when:
  - a. Changes to an existing project or change in sub-population served that is significantly different than what the funds were originally approved for, including any budget amendments submitted to HUD
  - b. Increase/decrease of other funding to the project that could affect projected numbers of participants served, program staffing, performance, etc.
  - c. Delays in the start-up of a new project
  - d. Program is having difficulty in meeting projected numbers served or performance outcomes.
- K. Demonstrate that the project has established policies and practices that are consistent with, and do not restrict the exercise of rights provided by the education subtitle of the McKinney-Vento Act, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
- L. Demonstrate, if Partner Agency serves families with children, in its project that a staff person is designated to ensure that children are enrolled in school and connected to the appropriate services within the community, including early childhood programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.
- M. Demonstrate in its project that a staff person is designated to act as a liaison with local institutions (Foster Care, Detention Centers/Jails, Hospitals and Mental Health facilities) in an effort to prevent discharged individuals from entering into homelessness.
- N. Actively participate in Alliance activities to include but not limited to the following: HUD mandated Point-In-Time-Count and General Membership Meetings.

#### **IV. Mutual Responsibilities**

- A. The Alliance and Partner Agency agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded for improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. The Alliance and Partner Agency agree they will establish mutually satisfactory methods for problem resolution.

#### **V. Right to Monitor**

- A. Alliance staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Applicant in the delivery of services provided under this MOU. Full cooperation shall be given by Applicant in any auditing or monitoring conducted.
- B. Applicant shall cooperate with the Alliance in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

- C. Applicant shall provide all reasonable facilities and assistance for the safety and convenience of The Alliance's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Applicant.

## **VI. Coordinated Assessment System**

A Coordinated Assessment System is defined to mean a centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referrals. A Coordinated Assessment System covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

The overarching goals of a Coordinated Assessment System is to simplify access to services by clients, track systems outcomes to inform and enhance decision making, improve overall system efficiency, and leverage community resource to achieve the most impact.

Partner Agency agrees to participate in the Alliance's Coordinated Assessment System as required by the HEARTH Act. This includes the utilization of the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). A VI-SPDAT shall be administered for each client/household attempting to access housing services. Each client/household's VI-SPDAT shall be entered in the local Homeless Management Information System (HMIS) for scoring and placement on the Housing Priority List.

The bi-county Housing Navigator will manage the Housing Priority List within HMIS and assign households to available beds with the Continuum. Agencies are bound by his MOU to accept clients/households as assigned by the Housing Navigator, providing the client meets program guidelines (e.g. chronic homeless, disability condition, veteran, etc.).

## **VII. Data Sharing**

Partner Agency is required to utilize the Homeless Management Information System (HMIS) data tracking system for HUD required data elements, services and case management activities. HMIS is the computerized data collection tool specifically designed to capture client-level information over time on:

1. The characteristics and service needs of men, women, and children experiencing homelessness
2. The services provided to these clients

The system will be used for a variety of reasons, including efficient data sharing between authorized Partner Agencies, which will in turn provide more effective and streamlined services to clients. Each grantee, with the exception of programs that serve victims of domestic violence, is required to execute an Interagency Data Network Sharing Agreement ("IDNSA"). The IDNSA defines the local client data sharing practice and is required to allow interagency sharing through HMIS.

## **VIII. Term**

This MOU is effective for one year, and shall be automatically renewed annually unless otherwise agreed to by both parties in writing.

**IX. General Provisions**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**X. Conclusion**

- A. This MOU, consisting of five (5) pages, is the full and complete document describing services to be rendered by the Alliance and Partner Agency for the HUD CoC Homeless Assistance grants.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective entities to the terms and conditions set forth in this document.

**Signatory Authority:**

Each party has full power and authority to enter into and perform this MOU and the person signing this MOU on behalf of each has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read this MOU, understands it and agrees to be bound by it.

**IN WITNESS WHEREOF**, this MOU is executed as of \_\_\_\_\_.

**By: KINGS/TULARE HOMELESS ALLIANCE**

By: \_\_\_\_\_  
Name: Machael Smith  
Its: Executive Director

**Agency Name**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Executive Director