

MEMORANDUM OF UNDERSTANDING

between

**The County of Sonoma Department of Health Services, Homeless Services Division
as Lead Agency for the Sonoma County Homeless Coalition**

and

Enter Cooperating Agency Name here

(Coordinated Entry System (CES) Template Version 2025 Feb 25)

This Memorandum of Understanding (MOU) is entered into on _____, 2025 (Effective Date) by the County of Sonoma Department of Health Services (DHS) as Lead Agency for the Sonoma County Homeless Coalition and Enter Cooperating Agency Name here (Cooperating Agency).

Cooperating Agency agrees to work in partnership with DHS and the Operator of the County of Sonoma Continuum of Care (CoC) Coordinated Entry System (CES).

Background

Provisions in the U.S. Department of Housing and Urban Development (HUD) (CoC) Program and Emergency Solutions Grant (ESG) Program interim rules require that all CoCs establish a coordinated entry system by January 23, 2018. As a result, CoC Board, acting as the governing body of the Sonoma County Homeless Coalition, has also adopted the CES requirement for their grantees.

The CoC CES is designed to assess and assist in meeting the housing needs of people at risk of homelessness and people experiencing homelessness no matter where or how people present. The CES is a collaborative effort between homeless assistance organizations, domestic violence cooperating agencies, and other mainstream services whose main function is to help people experiencing homelessness connect to the most appropriate housing intervention.

The Operator of the CES is designated by the Homeless Coalition's CoC Board and is subcontracted with DHS in its capacity as Lead Agency. The Operator is charged with managing the daily activities associated with CES planning, implementation, operations, and evaluation. DHS shall ensure that the following requirements of CES are met:

- Covers the entire geographic area claimed by the CoC
- Is easily accessed by individuals and families seeking housing services
- Is widely advertised through flyers left at public locations, at education mainstream service providers, and through direct outreach to people on the street to ensure that the process for accessing help is well known
- Includes a comprehensive assessment of individuals and families for housing and services
- Includes a specific policy to guide the operation of the coordinated entry assessment system to address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim specific providers.

Cooperating Agencies in the CoC CES agree to work collaboratively with DHS and the CES Operator to assist in accomplishing the aforementioned requirements of CES.

Purpose

The Homeless Coalition has established a service strategy for CES that reflects local community resources, participant needs, provider capacity, and unique CoC geography characteristics to better serve participants through coordinated entry.

In order to ensure the consistent implementation of the guiding document “CoC CES Policies and Procedures”, DHS has developed several documents, including this MOU, to establish standard local agreements for the implementation of this CoC CES. In addition, this MOU ensures that all providers in this CoC are using the CES in an open, transparent, and consistent way.

Description of Access Point Types

Access Point Type	Description
External Access Point	<p>External Access Points provide the full CES Assessment to ALL participants who present to them seeking CES access within their “catchment” area, regardless of location that that individual spends most of their time in, enrollment status in the External Access Point provider’s programs, or population type. External Access Points that are dedicated to 1 of the 5 HUD allowable subpopulations (see CPD-17-01 II.B.2) may conduct a warm handoff to connect the individual to an appropriate External Access Point. CES Assessment can occur over the phone or in person. CES Assessment may be provided by appointment only or as drop-in capacity.</p> <p>Examples: An External Access Point may include a homeless services drop-in center, outreach team, or shelter that has the capacity to offer CES Assessment to any individual or household that presents to them seeking it.</p>
Internal Access Point	<p>Internal Access Points agree to provide the CES Assessment to their own served participants.</p> <p>Examples: An emergency shelter that is not able to support walk-ins, or a street outreach team whose geographic “catchment” area changes day-by-day and is not able to respond to individual CES Assessment requests.</p>

Access Point Type	Description
Housing Program	CES housing programs participate in CES. Their Access Point requirement is to provide the CES Assessment to participants they are exiting into homelessness.

NOW, THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

Cooperating Agency operates a program or site that is a (check all Access Points that apply):

- ☐ 1. CES External Access Point
- ☐ 2. CES Internal Access Point
- ☐ 3. CES Housing Program

The definitions of the above Access Points (inclusive of CES Housing Programs) can be found in the CES Policies and Procedures. Cooperating Agency agrees to the terms and conditions as described below corresponding to each selected Access Point type above. Terms and conditions as described below that correspond to any Access Point type above that is not selected are not applicable.

The Cooperating Agency's CES External Access Point(s), CES Internal Access Point(s), and CES Housing Program(s) (applicable to agencies that check boxes 1, 2, and/or 3 above) shall:

1. Provide a point of contact (POC) to participate in the CoC's Coordinated Entry planning and management activities; this POC can be one contact for the agency or one contact for each participating program.

Provider Contact:

Phone Number:

Email:

2. Notify the CES Operator of any changes to staffing that impact CES.
3. Ensure that all staff participating in CES attend at least annually a training on the system offered by the CES Operator.
4. Provide regular supervision of staff participating in CES.
5. Ensure adherence to necessary CES policies, including non-discrimination and grievance as well as fair and equal access.
6. Distribute marketing materials provided by the CES Operator to local stakeholders to ensure consistent and comprehensive communication about CES.
7. For each CES case conference, at least one representative from the Cooperating Agency shall attend. This representative can be the agency POC (identified in Point 1 above), or a representative for each Access Point or Housing Provider program who is knowledgeable about participant cases identified for discussion ahead of the meeting by the Operator. Required attendance may be excused in advance by the Operator, dependent on Cooperating Agency relevance to cases discussed.

8. Enter all data on participants in HMIS, as required by CoC and HMIS data timeliness, completeness, and quality standards.
9. Maintain confidential records of participants entered into HMIS anonymously, and when those participants are referred to housing, Cooperating Agency shall contact the participant and with the participant's consent connect the participant to the housing provider via warm hand-off. The confidential records of participants shall be maintained for a period of three (3) years from the last date of service.
10. Provide feedback on ongoing operation to CES Operator.
11. Provide contact info of current and past participants who have engaged with CES to Operator when Operator completes semi-annual participant feedback gathering.
12. Review any reports from the CoC on the performance of the agency in CES.
13. Ensure that the Cooperating Agency is meeting local performance standards for CES.
14. If a participant is fleeing domestic violence, or is a family with children, shall offer to either conduct the CES Assessment or conduct a warm hand-off to the Access Point that is dedicated to that population.
15. If a participant known to the Cooperating Agency is referred to housing through CES, the Cooperating Agency shall provide to the housing provider, as allowable by the CES and HMIS Release of Information, a warm hand-off connection to the housing provider as well as all information and documentation necessary for a successful housing outcome.
16. Ensure that all homeless and eligible participants of the Cooperating Agency in any program that is not an External Access Point, Internal Access Point, or participating Housing Program are offered the CES Assessment as defined in the CES Policies and Procedures within 3 days of presenting to the Cooperating Agency, which can be accomplished by internal staff or warm handoffs to an External Access Point.
17. Refer participants to CES Operator to appeal any grievances related to CES that cannot be resolved by the Cooperating Agency's grievance and appeal process.
18. Operate in compliance with any applicable requirements or guidelines described in the (i) Federal, State, or County statutes, regulations, and administrative guidance (hereinafter "Applicable Regulations") and (ii) CES Policies and Procedures.

The Cooperating Agency's External Access Point(s) (applicable to agencies that check box 1 above) shall:

1. Provide the CES Assessment as defined in the CES Policies and Procedures to any household that qualifies for the CES Assessment and requests that CES Assessment from the Cooperating Agency within 3 business days of the request; OR if the External Access Point is dedicated to a specific HUD-defined Subpopulation (see CES Policies and Procedures) shall link to the appropriate Access Point through warm hand-off (phone call or email).

The Cooperating Agency's Internal Access Point(s) (applicable to agencies that check box 2 above) shall:

1. Offer and complete the CES Assessment as defined in the CES Policies and Procedures to any household that qualifies for the CES Assessment and is served by one of the Cooperating Agency's programs within 3 business days of enrollment.
2. Provide information on External Access Points to any household that presents seeking the CES Assessment that cannot be enrolled by the Internal Access Point.

The Cooperating Agency's CES Housing Program(s) (applicable to agencies that check box 3 above) shall:

1. Provide written standards for participant eligibility and enrollment determination and Cooperating Agency grievance and appeal, including the enrollment rejection appeal process, to the Coordinated Entry Operator for publishing.

Multiple programs/types can be listed. Please differentiate between type as needed (i.e., Rapid-Re-housing, Permanent Supportive Housing, and corresponding eligibility).

2. Notify the CES Operator of project vacancies as soon as those vacancies can be predicted and confirm vacancies when they appear for efficient system operation.
3. Limit project eligibility requirements to those that are required by funders.
4. Only enroll those participants referred according to the CoC's designated CES referral strategy and via CES HMIS referral process.
5. Exhaust all options in attempting to enroll referred participants, and document all attempts as case notes in the HMIS CES program.
6. Only request to reject a referred participant for one of the allowable reasons in the CES Policies and Procedures.
7. Bring requested referral rejections to CES Case Conference, present all options explored to enroll the participant, and follow up on any additional solutions identified by community in CES Case Conference.
8. Only reject referred participants when that denial has been approved within the CES Case Conference or by the Coordinated Entry Advisory Committee appeals process.
9. Provide rejected participants the reason for rejection in writing and the agency's appeal procedure.
10. Notify the CES Operator when a referred participant moves into permanent housing so that Operator can exit the participants from CES program in HMIS.
11. Bring potential discharges into homelessness to CES Case Conference for problem solving or progressive engagement.
12. If a housing program must discharge any participant into homelessness, the program shall offer and complete the CES Assessment as defined in the CES Policies and Procedures after discharge.

Monitoring and Compliance

To ensure adherence to the above terms and conditions for agencies that check boxes 1, 2, and/or 3 above and remain in compliance with the CES Policies and Procedures, DHS and Cooperating Agencies agree to the following:

1. The CES Operator as subcontractor of the DHS shall monitor Cooperating Agencies' participation through the following means, inclusive of but not exhaustive:
 - Data: To include Cooperating Agency rate of referral denials, comparison of data between CES Access Points to ensure standard participant experience, and Cooperating Agency CES Case Conference attendance.
 - From time to time and as needed, Operator shall visit CES Access Points and "shadow" staff completing CES Assessments. Operator shall give Cooperating Agency notice and opportunity to identify a time that is minimally impactful on CES Access Point operations.
 - Operator shall seek participant feedback about quality and standard of CES Assessments.
2. When noncompliance with the applicable terms in Point 1 immediately above and conditions for Agencies that check boxes 1, 2, and/or 3 above is identified, CES Operator shall offer any technical assistance and training needed to the Cooperating Agency to support with compliance. Operator shall report these activities and progress towards compliance to DHS at a minimum quarterly.
3. When noncompliance with the terms in Point 1 immediately above and conditions for agencies that check boxes 1, 2, and/or 3 above, and that are contracted to provide CES Access Point and Housing services with DHS is identified, and Operator efforts to support with training and technical assistance have not resolved the compliance issue, DHS shall act in accordance with its contract monitoring responsibilities.
4. When noncompliance with the applicable terms in Point 1 immediately above and conditions for agencies that check boxes 1, 2, and/or 3 above and that are not contracted to provide CES Access Point or Housing services with DHS team is identified, and Operator efforts to support with training and technical assistance have not resolved the compliance issue within 90 days, this MOU may be terminated and the Cooperating Agency may lose its CES Access Point status.

Confidentiality and Data Security

All parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of participant records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this MOU for any purpose connected with the parties' contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

All parties shall utilize commercially reasonable safeguards to protect participant data and the systems used to enter, view, and maintain that data from unauthorized use or access. These safeguards include the use of antivirus software, firewalls, disk encryption, multi-factor authentication, and staff information security training. Cooperating Agency shall notify DHS of any unauthorized use or disclosure of participant data within 24 hours of discovery.

Equal Opportunity

DHS and Cooperating Agency mutually agree to be bound by and abide by all applicable antidiscrimination statutes, regulations, policies, and procedures as may be applicable under any Federal or State contracts, statutes, or regulations, or otherwise as presently or hereinafter adopted by the agency.

Inconsistency with Applicable Law

If any inconsistency exists or arises between a provision of this MOU and a provision of any Applicable Law, the provisions of the Applicable Law shall control.

Terms of MOU

This MOU shall be effective upon adoption by each signatory agency and entity. This MOU shall remain in effect until termination by either party or upon expiration of the period of performance.

Termination. Any party may terminate this MOU for any reason or no reason by giving the other parties ninety (90) days prior written notice. The party wishing to terminate this MOU for cause must provide a written intent to terminate notice to the party in breach or default. The notice to terminate for cause shall provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

Severability. If any provision of this MOU is judged invalid by any court, the remaining provisions shall remain in full force and effect and be interpreted, performed, and enforced as if the invalid provisions were not part of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COOPERATING AGENCY:

Name, Title
Cooperating Agency Name

Dated

COUNTY OF SONOMA (Department of Health Services' Homeless Services Team as Lead Agency for the Sonoma County Homeless Coalition):

Approved:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated