

Memorandum of Understanding (“MOU”)

MOU between the Service Agency participating in the Windsor Essex By-Names Prioritized List and The Corporation of the City of Windsor as Service Manager.

Name and Address of Service Manager: **The Corporation of the City of Windsor**
Attn: Community Development and Health
Commissioner
Suite 301
400 City Hall Square East
Windsor, ON, N9A 7K6

Name and Address of Service Agency: _____

Authorization: **Council Resolution M451-2015**

Commencement Date: **February 1, 2018**

Purpose

The parties are signing this MOU for the purpose of providing people who are at risk of or who are currently experiencing homelessness with supports and services through a prioritized list.

Covenants of the Service Agency

The Service Agency agrees to participate in the Windsor Essex By-Names Prioritized List (“BNL”) and to comply with the following standards:

- To comply with any and all applicable laws and regulations concerning the confidentiality of client records, files or communication in addition to the terms of this agreement
- To secure privacy, confidentiality and integrity of consumer, employee and administrative data on automated systems and install antivirus protection and a firewall
- 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 BNL Community Table
- Participate in BNL Community Table meetings and provide consumer information to the BNL Program Developer, as required
- Abide by the policies and procedures of the BNL
- Meet with BNL Coordinators, BNL Community Table members and the Service Manager when requested to discuss concerns and issues around the BNL

If completing referrals, the Service Agency agrees to:

- Attend required training on the BNL Process Guide, referral process and administration of the VI-SPDAT
- Administer VI-SPDAT to consumers attempting to access the BNL
- Record VI-SPDAT scores on the *By-Names Prioritized List Addition and Consent Form*
- Be knowledgeable of data confidentiality and consumer confidentiality rights and be able to explain these rights to each person assessed
- Obtain a signed consent form for each consumer whose information is being added to the BNL
- Refer people who are ineligible for homeless assistance services to other, more appropriate community resources

If receiving BNL referrals, the Service Agency agrees to:

- Accept and promptly act on consumer referrals through the BNL
- Participate in BNL Community Table meetings requested to resolve issues or concerns regarding program matches / offers
- Abide by consumer eligibility and acceptance determination decision
- Comply with fair housing legal requirements in all housing transactions and tenant selection plans and procedures

Termination of MOU

This MOU becomes effective upon execution of the parties and will remain in effect unless terminated by any of the following:

1. Upon 60 days written notice by one party to the other;
2. Upon mutual consent of the parties; or
3. Upon filing of bankruptcy or liquidation of either party.

Upon termination, the confidentiality clauses of this MOU shall remain in effect and binding upon the parties.

Miscellaneous

1. Amendments

This MOU may be amended only in writing signed by the 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 here.

2. Notices

All notices provided herein shall be in writing and served upon the parties at the mailing address for each party outlined on the first page of this MOU.

3. Non-exclusive

The parties agree that this MOU is non-exclusive in that both parties shall have the right to provide services to other entities and receive services from other entities independent of the BNL.

4. Indemnification and Hold Harmless

The Service Agency shall indemnify and hold harmless the Service Manager, its councillors, officers, servants and agents, from any 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 misconduct or neglect caused or alleged to be caused by that party, its employees, or representative in the performance or omission of any act or responsibility of that party under this MOU.

Counterparts

5. This MOU may be signed in counterparts, each of which is effective and binding as an agreement.

In witness whereof, the parties hereto have executed this MOU

Service Agency:

Signature: _____ Date: _____

I have authority to bind the corporation

The Corporation of the City of Windsor:

Signature: _____ Date: _____

Signature: _____ Date: _____

I/We have authority to bind the corporation