



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HMIS LEAD Housing Forward
AND CONTRIBUTING HMIS ORGANIZATION (CHO)**

(Contributing HMIS Organization)

Background and Purpose

Homeless Management Information Systems (HMIS) are community-wide software solutions that are designed to capture client-level information overtime on the characteristics and service needs of persons experiencing homelessness. In response to a Congressional directive, the Department of Housing and Urban Development (HUD) has required all Continuums of Care (CoC) across the country to implement HMIS at the local level. Utilization of the HMIS is additionally a requirement for other federal agencies, including the Department of Health and Human Services and Veterans Affairs, and is reflected in the federally published HMIS Data Dictionary and HMIS Data Standards. This Memorandum of Understanding defines the responsibilities agreed upon through established agreements for use, implementation, maintenance, coordination, and operation of Dallas and Collin County's HMIS.

Agreement, Understanding and Responsibilities

Housing Forward has been designated by the Continuum of Care Board and serves as the HMIS Lead Agency. Housing Forward is responsible for the implementation, management, and administration of the Continuum of Care TX-600 centralized HMIS system which includes the political boundaries of Dallas and Collin Counties, Texas.

The Contributing HMIS Organization (CHO) named above is a local organization that participates in HMIS and has staff who are authorized users of HMIS. CHO's authorized users enter client-level data into HMIS relating to persons experiencing homelessness and those at risk of homelessness receiving services through CHO's programs and can produce reports from HMIS relating to that data.

Scope

The Memorandum of Understanding (MOU) addresses the joint duties of Housing Forward as the HMIS Lead Agency and the CHO as a user agency for HMIS activities. The specific duties of the parties to this

agreement covers *security and privacy of data, systems administration, system maintenance, data collection, program reporting, monitoring, evaluation, and training requirements* to maintain an effective and secure HMIS system.

Housing Forward agrees to the following terms and conditions:

General

1. Housing Forward shall implement, administer, manage, monitor, and report on all federal HMIS requirements as well as all CoC HMIS local policies and procedures. Housing Forward is authorized to use client data entered into HMIS by a CHO in carrying out these functions.
2. Housing Forward is the liaison with the HMIS software vendor(s) and all questions concerning the software solution should be directed to Housing Forward Staff, the CoC Board, the CoC Executive Council, or the HMIS Workgroup Chair.
3. If the CoC Board approves an HMIS User Fee Schedule for any period during the term of this MOU, Housing Forward is authorized to charge CHOs with HMIS user fees in accordance with the approved schedule. Housing Forward will notify CHOs of an approved HMIS User Fee Schedule in advance of issuing invoices to CHOs for such fees. CHOs must timely pay those fees to maintain access to HMIS.

Confidentiality

4. Housing Forward is responsible for ensuring all data in HMIS is maintained in a safe and secure manner.
5. Housing Forward will uphold federal and state confidentiality regulations to protect client records maintained in HMIS and client privacy.
6. Housing Forward will abide by all federal and state laws, regulations, and CoC HMIS Policies and Procedures relating to the storage, retrieval, and dissemination of client information and HMIS Data Standards. [\[42 CFR Part 2\]](#).

Network Operations

7. Housing Forward will implement, manage and provide ongoing administration of all operations components for the web-based software solution(s), including data security.
8. Housing Forward will provide technical support for use of the HMIS software solution(s) to all CHOs.
9. Housing Forward will make sure that each organization, the CHOs and the HMIS vendor(s) take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to the system. Everyone who has access to the system must employ appropriate measures to detect virus infection and employ all appropriate resources to efficiently disinfect any affected systems as quickly as possible.
10. Housing Forward will notify all CHOs of system failure, errors, or problems as soon as made aware.
11. Issues not resolved by the Housing Forward HMIS staff will be escalated to the Housing Forward President and CEO, with notification to the HMIS Workgroup Chair and the CoC Board.

12. Housing Forward will provide general technical support of the HMIS Monday through Friday, 8 am – 5 pm CT, except during holidays

Security

13. Housing Forward will strictly safeguard all data, including client-identifying information, in accordance with the latest technology as available and securely protect it to the maximum extent possible.

14. Housing Forward will conduct annual on-site CHO agency-level HMIS Security and Data Quality Monitoring Visit to review access to all systems that could potentially reveal a violation of information security protocols and monitor, and audit accurate logs of changes made to the information contained within the database.

15. Housing Forward will monitor efforts to encrypt all client identifiable information stored in the HMIS

16. Housing Forward will set up all user accounts for HMIS users; user credentials will be issued upon completion and submission of a User Agreement form with appropriate signatory authority and HMIS New User training.

17. Housing Forward may deny a User or CHO access to CoC HMIS for investigation of any suspicion of breached confidentiality.

18. Housing Forward may deactivate a user account based on performance and require supplemental training to reactivate the User account.

19. Housing Forward will provide all necessary forms required to set up projects in HMIS.

Training

20. Housing Forward will provide and maintain ongoing training for CHO users of the HMIS.

21. Housing Forward will provide initial HMIS training and periodically updated training sessions to all HMIS users.

22. Housing Forward may mandate additional training based on poor data quality reports and/or lack of the user maintaining their own access by logging in at least once every 60 days.

23. Housing Forward will provide mandatory Annual Privacy, Security, and Ethics training.

Contributing HMIS Organization agrees to the following terms and conditions:

General

24. CHO will strictly adhere to all policies and procedures adopted in the CoC HMIS Policies and Procedures Manual.

25. CHO may participate in the CoC Coordinated Assessment System (CAS) within HMIS in accordance with CAS Policies and Procedures but is not required to do so unless CAS participation is required by CHO's funding source(s).

Confidentiality

26. CHO is responsible for ensuring all data collected and uploaded into HMIS is collected in a safe and secure manner.
27. CHO will uphold federal and state confidentiality regulations to protect client records and client privacy. If a CHO is covered by more stringent regulations, such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the more stringent regulations will prevail.
28. CHO will abide by all federal and state laws, regulations, and CoC HMIS Policies and Procedures relating to the collection, storage, retrieval, dissemination of client information and HMIS Data Standards.
29. Any CHO collecting and uploading client information into the HMIS system are required to create and maintain internal practices for privacy and confidentiality. These privacy practices and policies should include:
 - Language specifying the purpose for collecting the information.
 - Documentation specifying all potential uses and disclosures of client personal information.
 - Documentation specifying the time for which the hard copy and electronic data will be retained at the organization and the method for disposing of it or removing identifiers from personal information that is not in current use.
 - Offering reasonable accommodations for persons with disabilities and/or language barriers.
 - Allowing the client, the right to request a copy of their client record and offering to explain any information the individual may not understand.
 - CHO privacy policies will include a provision stating the CHO will only collect data with the informed consent of their clients. Any client seeking assistance from a CHO will be notified through the consent process that data collection will occur.
 - CHO's privacy policy should include reasons and conditions when an organization would not release information.
 - CHO's privacy policy will specify a procedure for accepting and considering questions or complaints about the privacy policy.

Network Operations

30. CHO will notify the Housing Forward HMIS team promptly of any difficulty with the HMIS software solution(s), access to database, or related problems through utilization of the automated service request system.
31. CHO will maintain CHO Internet connectivity and computer equipment in such a manner as not to disrupt continuation of project participation.
32. CHO will take all necessary precautions to prevent any destructive or malicious program (e.g. malware, virus) from being introduced to the system. CHO will employ appropriate measures to detect virus infection and employ all appropriate resources to efficiently address any affected systems as quickly as possible. [Following the 2004 HMIS Technical Standards]

Data Entry

33. CHO will collect all federally required program-level data elements for all clients and strive to collect maximum data elements for all clients as detailed in all HMIS Program Manuals.
34. CHO will enter client Assessments (project intake/enrollment and project exit) into the HMIS within 2 days (48 hours) of activity. See below:

Timeliness for 2021	
<i>Street Outreach</i>	Live time or within 2 days of contact with the client.
<i>Emergency Shelter</i>	Live time or within 2 days of contact with the client.
<i>Services Only (excludes Coordinated Entry)</i>	Live time or within 2 days of contact with the client.
<i>Transitional Housing</i>	Live time or within 2 days of contact with the client.
<i>Rapid Rehousing</i>	Live time or within 2 days of contact with the client.
<i>Permanent Supportive Housing</i>	Live time or within 2 days of contact with the client.
<i>Coordinated Entry</i>	Live time or within 2 days of contact with the client.
<i>Homelessness Prevention</i>	Live time or within 2 days of contact with the client.
Timeliness for 2022	
<i>Street Outreach</i>	Live time or within 24 hours of contact with the client.
<i>Emergency Shelter</i>	Live time or within 24 hours of contact with the client.
<i>Services Only (excludes Coordinated Entry)</i>	Live time or within 36 hours of contact with the client.
<i>Transitional Housing</i>	Live time or within 24 hours of contact with the client.
<i>Rapid Rehousing</i>	Live time or within 24 hours of contact with the client.
<i>Permanent Supportive Housing</i>	Live time or within 24 hours of contact with the client.
<i>Coordinated Entry</i>	Live time or within 24 hours of contact with the client.
<i>Homelessness Prevention</i>	Live time or within 36 hours of contact with the client.

35. CHO will ensure the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of CHO should be corrected by CHO. If unable to do so, CHO should inform Housing Forward for assistance as soon as possible.
36. CHO Representative (signatory below) accepts responsibility for the validity of all records entered by their organization.
37. CHO will not include any profanity, offensive language, malicious information, or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender or gender identity, or sexual orientation into the database.

Period of Agreement and Modification/Termination

A. Period of Operation and Termination: This MOU will become effective upon signature by both parties and shall remain in effect until terminated. Each party shall have the right to terminate this agreement upon 45 days prior written notice to the other party. Violation of any component

will constitute immediate termination.

- B. Amendments:** Amendments, including additions, deletions, or modifications to this MOU, may be proposed in writing by either party for consideration of the HMIS Lead Agency (HMIS Administrator and CEO) and the CoC HMIS Workgroup and must be approved by the CoC Executive Council. If approved by the Executive Council, and if all parties agree to the revision, Housing Forward will amend this MOU, and forward it to the CHO for signature.

- C. Other:** If this agreement is terminated, Housing Forward and the remaining Contributing HMIS Organizations shall retain their right to the use of all client data on an aggregate basis previously entered by the terminating CHO. This use is subject to any restrictions requested by the client.

The signature of the CHO Representative below indicates that he/she is authorized to sign this document and that the organization is in agreement with the terms and conditions outlined in this document.

Signature CHO Representative

Date

Name and Title of CHO Representative

Signature of Housing Forward Representative

Date

Name and Title of Housing Forward Representative