

## **Commission on Homelessness for Volusia & Flagler Counties**

### **Homeless Management Information System**

#### **Memorandum of Understanding**

#### **Between**

**FL-504 – Daytona Beach/Daytona/Volusia, Flagler Counties CoC**

#### **And the**

**Volusia/Flagler County Coalition for the Homeless**

#### **A. Purpose and Scope**

The purpose of the Memorandum of Understanding (“MOU”) is to confirm agreements between Commission on Homelessness for the FL-504 Daytona Beach/Daytona/Volusia, Flagler Counties CoC (the “CoH”) and the Volusia/Flagler County Coalition for the Homeless (the “Coalition”) in connection with the VFCoC Homeless Management Information System (the HMIS).

As such, the MOU sets forth the general understandings and specific responsibilities of each party relating to key aspects of the governance and operation of the HMIS. This agreement is effective on September 1, 2018.

#### **B. Background**

The HMIS is a collaborative project of the CoH, the Coalition, and participating Partner Agencies. The HMIS is a computerized data collection and reporting application designed to capture information about homeless people and homeless programs over time. HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD Continuum of Care homeless assistance funds. HMIS is essential to efforts to streamline client services and inform public policy. Through HMIS, homeless people benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness in Volusia and Flagler Counties, which may include measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs, such as unduplicated accounting of homelessness is necessary to service and systems planning, effective resource allocation, and advocacy. The parties to this MOU shares a common interest in collaborating to end homelessness and successfully implementing and operating HMIS in Volusia and Flagler Counties.

The CoH is a communitywide collaborative that works to provide a range of homeless housing and services. The continuum of care system components include prevention, emergency shelter, transitional housing, permanent affordable and permanent supportive housing, supportive services at each stage, specialized programs and outreach for each homeless subpopulations, and integration with mainstream programs. HMIS will enable homeless service providers to collect uniform client information over time. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; this data is necessary for service and systems planning, and advocacy.

### **C. General Understanding**

#### **1. Continuum of Care Governance**

The CoH is the lead planning group for efforts to end homelessness and for implementing and operating a homeless CoC system in Volusia and Flagler Counties. In compliance with the HUD policy, the CoH is responsible for HMIS oversight and implementation, including planning, software selection, and setting up and managing the HMIS in compliance with HUD's national HMIS data standards. CoH oversight and governance responsibilities are carried out by the HMIS Committee, which also reviews and approves HMIS Policy and Procedures.

#### **2. Lead Agency Designation**

The CoH and the HMIS Committee designates the Coalition as the HMIS lead agency to manage HMIS operations on its behalf and to provide HMIS administrative functions at the direction of the CoH through its HMIS Committee.

#### **3. HMIS Committee**

The CoH members and HMIS partner agencies actively participate with the Coalition in the management of the HMIS process, including establishing policies, procedures and protocols for privacy, data analysis, reporting, data integrity/quality, etc., essential to the viability and success of the HMIS.

#### **4. Funding**

HMIS activities are covered by a HUD CoC grant and the HUD-required local match funds. The Coalition is responsible for applying for the HMIS renewal funds every year during the HUD CoC Grant competition. The terms and uses of HUD funds are governed by the HUD CoC grant agreement and applicable rules.

#### **5. Software and Hosting**

The Coalition has selected a single software provider to serve as the sole HMIS software application for the CoH. The Coalition and all partner agencies agree to use Mediware for ServicePoint as configured by the Coalition.

6. Compliance with Homeless Management Information System Standards

The HMIS is operated in compliance with the HUD HMIS Data and Technical Standards and other applicable laws.

7. Local Operational Policies and Agreements

The HMIS continues to operate within a framework of agreements, policies and procedures that have been developed and approved by the CoH through its HMIS Committee. These agreements, policies and procedures include, but are not limited to the Policies and Procedures Manual, Client Informed Consent and Release of Information Forms and Procedures, and Participating Agency and User Agreements. Changes to the policies and procedures may be made on an as needed basis by the CoH after review and approval by the HMIS Committee, to comply with the HMIS Standards or otherwise improve HMIS operations.

**D. Specific Responsibilities of the Parties**

1. Commission on Homelessness

(FL-504– Daytona Beach/Daytona/Volusia, Flagler Counties CoC (the “CoH”))

The CoH serves as the lead governance body, providing oversight, project direction, policy setting, and guidance for the HMIS project. The CoH exercises its responsibilities for HMIS governance through its HMIS Committee. These responsibilities include:

- a. Ensuring and monitoring compliance with the HUD HMIS Rules and Regulations.
- b. Designating the HMIS Lead Agency and the software to be used for HMIS, and approving any changes to the HMIS Lead Agency or software.
- c. Conducting outreach to and encouraging participation by all homeless assistance programs and other mainstream programs serving homeless persons.
- d. Approving HMIS operational agreements, policies and procedures.
- e. Working to inform elected officials, government agencies, the nonprofit community and the public about the role and importance of the HMIS project.
- f. Promoting the effective use of HMIS data, including measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs.

2. Volusia/Flagler County Coalition for the Homeless (the “Coalition”)

The Coalition serves as a lead agency for the HMIS, including the management and administration of all HMIS operations and activities. The Coalition exercises these responsibilities under the direction of the HMIS Committee. These responsibilities include:

- a. Serving as the applicant to HUD for all grant funds to be used for HMIS and as the liaison with HUD regarding the HUD HMIS grant.
- b. Serving as the liaison with the software vendor (Mediware for ServicePoint).
- c. Attending HMIS Committee meetings.
- d. Complying with HUD HMIS Standards.
- e. Annually preparing the HUD CoC S NOFA application for HMIS funding.
- f. Ensuring the operation of and consistent participation in HMIS.
- g. Developing written HMIS policies and procedures.
- h. Executing written Participation Agreements with each agency.
- i. Monitoring and enforcing compliance by all participating agencies.
- j. Submitting plans for security, data quality, and privacy to the CoH.
- k. Updating all plans at least annually.

#### **E. Confidentiality and Security**

It is understood that HMIS will receive client information that may be subject to the privacy and security protection and requirements of HUD HMIS Standards, HIPPA Privacy Rules, other law and local HMIS privacy and security policies and procedures. The Coalition hereby agrees that it will use protected client information only for purposes permitted by this Agreement. Further, the Coalition agrees it will make use of all safeguards required by HUD Privacy Standards, HIPPA privacy rules, where appropriate, other law, and local HMIS privacy and security policies and procedures in order to prevent any unauthorized disclosure of protected client information.

#### **F. Period of Agreement and Modification/Termination**

##### **1. Period of Operation and Termination**

This MOU will become effective upon signature of the parties and shall remain in effect until terminated by the parties. Each party shall have the right to terminate this agreement as to itself upon 90 days prior written notice.

##### **2. Amendments**

Amendments, including additions, deletions, or modifications to this MOU must be agreed to by all parties to this agreement.

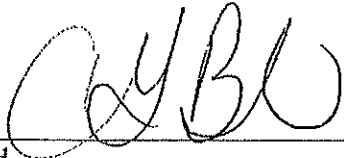
**The signatures of the parties indicate their agreement with the terms and conditions set forth in this document.**

For the Commission on Homelessness (FL 504- Daytona Beach/Daytona/Volusia,  
Flagler Counties CoC)

By \_\_\_\_\_

Carrie Baird

Board Chair, Commission on Homelessness for Volusia Flagler FL-504 CoC



For Volusia/Flagler County Coalition for the Homeless

By \_\_\_\_\_

Jeff White, Executive Director



