

**CHICAGO CONTINUUM OF CARE  
AND  
ALL CHICAGO**

**MEMORANDUM OF UNDERSTANDING**

**Preamble**

The Chicago Continuum of Care (the "Chicago CoC") is a membership-based organization comprised of a variety of stakeholders from service providers, government entities, research institutions, etc., who are committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies. In the spirit of collaboration, the Chicago CoC and All Chicago, the Chicago CoC's designated Homeless Management Information System Lead organization (the "HMIS Lead"), have agreed to enter into this Memorandum of Understanding ("MOU") to document each party's duties and responsibilities with regard to the Homeless Management Information System ("HMIS") and to ensure that the same are successfully executed.

The Chicago CoC and the HMIS Lead (collectively, "the parties") will work together to ensure that the Chicago CoC achieves and maintains a state-of-the-art HMIS system that is compliant with the U.S. Department of Housing and Urban Development ("HUD") requirements. Further, the HMIS Lead will provide informed technical information and research associated with Plan 2.0, and the support mutually agreed by the parties as required for the various committees, workgroups, and like bodies defined in the Chicago CoC Governance Charter.

The parties commit to timely responses, open communication, and collaborative work strategies, in the completion of tasks necessary to ensure efficient and effective operations of the Chicago CoC and the HMIS Lead.

**A. Purpose**

This MOU governs the duties, assignments and responsibilities of the HMIS Lead and the Chicago CoC and through its designated HMIS Committee who are outlined in the Chicago CoC Charter and Section D of this MOU.

**B. Background**

The HMIS is a computerized data collection application designed to capture information about homeless people and homeless programs over time. HMIS is mandated HUD under the Hearth Act for all communities and agencies receiving HUD Continuum of Care and Emergency Solutions Grants homeless assistance funds. Other Federal Partners, such as the U.S. Department of Health and Human Services ("HHS") and the U.S. Department of Veteran Affairs ("VA") also mandate use of HMIS for some of their programs. HMIS is essential to streamline client services and inform public policy. Through HMIS, homeless people benefit from improved coordination within 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 Chicago, 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 an unduplicated accounting of homelessness is necessary to service and systems planning, effective resource allocation, and advocacy.

**C. Term of Agreement and Termination**

- a. This MOU shall commence from date of execution, as designated by the last date of signature of the parties, and shall continue for three (3) years unless this MOU is terminated sooner by written agreement of both parties or as permitted under this MOU.
- b. Either party may terminate for convenience its participation in this MOU for any reason by giving the other party ninety (90) days prior written notice.
- c. Either party may terminate this MOU upon written notice to the other party if the other Party materially breaches any term or condition of this MOU and fails to cure such breach within thirty (30) days from the terminating party's provision of written notice.
- d. All amendments, additions, deletions, or modifications to this MOU must be mutually agreed upon in writing by the parties.
- e. On or prior to October 31, 2018, the Chicago CoC must provide written notice to the HMIS Lead if it elects to either (i) extend the term of this MOU for twelve (12) months from the date of expiration, or (ii) conduct a competitive process to determine the next agency partner. If the Chicago CoC fails to provide such written notice, then the term of this MOU shall be automatically extended for an additional three (3) year period following the expiration date.

**D. General Understandings**

**a. Governance**

The Chicago CoC is governed by a Board of Directors ("BoD"), which will provide oversight and accountability for all Chicago CoC responsibilities. As outlined in the Chicago CoC Governance Charter, the BoD has 4 committees that serve as the implementation and planning bodies of the system. The Chicago CoC responsibilities for HMIS project oversight and implementation and governance responsibilities are carried out by its Chicago HMIS Committee.

**b. HMIS Lead Agency Designation**

All Chicago has been designated as the HMIS Lead for the Chicago CoC. The HMIS Lead is responsible for ensuring that the HMIS is administered according to the regulations and notices promulgated pursuant to the HEARTH Act, and with other similar, subsequent and applicable federal, state, and local laws and ordinances. The HMIS Lead manages the HMIS operations on behalf of the Chicago CoC and provides HMIS project administration functions including staffing, budget and grant

requirements management, as well as providing additional mutually agreed services.

**c. Software Designation**

The Chicago CoC has selected a single software product, Bowman Systems' ServicePoint, to serve as the sole HMIS software application and has agreed to use the product as configured for the Chicago CoC's HMIS.

**d. HMIS Committee**

The HMIS Committee is a committee of the Chicago CoC BoD. The HMIS Committee is made up of participating agencies, lived experience, and government representatives, as approved by the Chicago CoC BoD.

The HMIS Committee ensures the HMIS scope aligns with the needs and requirements of agencies, HUD, and other stakeholder groups, and provides direction and guidance to the HMIS Lead on HMIS issues, including project participation, policies and procedures for participant privacy, data security, and data quality, and HMIS governance. Committee also hears grievances related to sanctions by the HMIS Lead Agency as outlined in the HMIS Committee Governance Charter. This Committee will also lead the annual process of reviewing the performance of the HMIS Lead and every three-year lead a process of either re-appointing the HMIS Lead or undertaking a competitive process, which determination to undertake such competitive process must be made by October 31, 2018.

**e. Funding**

Notwithstanding anything to the contrary herein, funding for the software and operations of the HMIS, including without limitation, the software product fee and any other reasonable out-of-pocket expenses incurred by the Lead in relation to this MOU, shall be the responsibility of the CoC, and provided by the CoC, through a HUD Continuum of Care Program dedicated HMIS grant, and other funding from the Chicago CoC. The HMIS Lead shall be responsible for fulfilling any HUD match requirements. Funding shall also be provided from agencies that operate programs federally required to enter data into HMIS. As reasonably determined by the HMIS Lead, the Chicago CoC recognizes that participating agencies may be required to pay user fees for the HMIS software and reporting licenses assigned to their agency. In the event there is a shortfall in funding for the software or operation of the HMIS, the HMIS Lead management shall not institute fees without first exploring options to increase revenue; provided, however, that the HMIS Lead shall have the right to make the final determination as to whether institution of fees is warranted.

**f. Compliance with Homeless Management Information System Standards**

The HMIS Lead shall operate, and shall require that Bowman Systems operate, the HMIS in compliance with HUD HMIS Data and Technical Standards and any other laws and/or regulations applicable to the operation of the HMIS. The parties anticipate that HUD will release revised HMIS Standards periodically. The parties agree to make

changes to this MOU, the Chicago CoC Governance Charter, the HMIS Policies and Procedures, and other HMIS operational documents, as necessary, to comply with the revised standards within the HUD-specified timeframe for such changes.

**g. Operational Policies and Agreements**

The HMIS operates within the framework of agreements, policies, and procedures that have been developed and approved over time by the HMIS Lead and the Chicago CoC through the HMIS Committee. These agreements, policies and procedures include but are not limited to the HMIS Standard Operating Procedures (“SOP”), Privacy and Security Policies, Partner Agency Agreements, and User Agreements. The parties agree that all operational agreements and policies and procedures shall be reviewed annually by the HMIS Lead and the HMIS Committee to achieve continued compliance with the HMIS Standards or otherwise improve HMIS operations.

**h. Data Responsibility**

Agency-level client-level information entered into HMIS (and any changes to such information) is the responsibility of the participating agency that is entering the data. However, the HMIS Lead and participating agencies are jointly responsible for ensuring that HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, comply with the HMIS privacy, security and confidentiality policies and procedures. Except where prohibited by law, or where the participating agency is able to reasonably demonstrate a pressing need to the HMIS Lead and the HMIS Committee for complete control over its own data, the HMIS Lead has the final authority to approve or disapprove the use of the data that is contained in the HMIS.

**E. Responsibilities of the Chicago CoC**

The Chicago CoC, through the HMIS Committee, serves as the HMIS governance body, providing oversight, policy setting, and guidance for the HMIS project. It is the responsibility of the Chicago CoC to:

- a. Designate the HMIS Lead, the software to be used for HMIS, and approve any changes to the HMIS Lead or software.
- b. Request revision to any HMIS operational agreement, policy or procedure developed by the HMIS Lead, and approved by the HMIS Committee.
- c. Conduct outreach to homeless assistance agencies not using HMIS, and encourage these agencies and other mainstream programs serving homeless people and persons at risk of homelessness to participate in HMIS.
- d. Work to inform elected officials, government agencies, the nonprofit community, and the public about the role and importance of HMIS and HMIS data.
- e. Promote the effective use of HMIS data, including its use to measure the extent and nature of homelessness, the utilization of services and homeless programs over time, the effectiveness of homeless programs, and inform program and system design.

- f. Cause participating agencies to provide all local information as necessary for compilation of the Continuum of Care Housing Inventory Count, and support the HMIS Lead in preparing the Annual Homeless Assessment Report (“AHAR”).
- g. The Chicago CoC will work very closely with the HMIS Lead to monitor the System Performance Measures quarterly through a Data Dashboard

**F. Responsibilities of the HMIS Lead**

The HMIS Lead presently serves as the lead agency for the HMIS project, managing and administering all HMIS operations and activities. The HMIS Lead exercises these responsibilities based on the policies set by the Chicago CoC, through its HMIS Committee. These responsibilities are contingent on and dependent on receipt of the appropriate funding from the Chicago CoC and/or participating agencies. The responsibilities of the HMIS Lead Agency include the following items.

**a. Project Management:**

- Obtaining and maintaining the contract with Bowman Systems.
- Overseeing the operation of the HMIS, to ensure that implementation is in compliance with HUD requirements.
- Developing and recommending periodically necessary revisions to, and implementing the privacy plan, security plan, and data quality plan which the HMIS Committee is charged with approving.
- Overseeing the participation by recipients and sub-recipients and other participating agencies in the HMIS.
- Developing, recommending, and providing periodic revisions when necessary to the HMIS System Operating Procedures.
- Overseeing compliance of the Chicago HMIS System Operating Procedures adopted by the HMIS Committee on behalf of the Chicago CoC BoD.
- Executing and overseeing compliance of written HMIS Participation Agreements with each participating agency, in accordance with HUD requirements.
- Attending HMIS Committee meetings.
- Providing and maintaining the HMIS page on the Chicago CoC website, if possible.
- Serving as the applicant to HUD for grant funds to be used for HMIS activities for the Continuum-wide HMIS and, if selected for an award by HUD, entering into a grant agreement with HUD to carry out the HUD-approved activities.
- Offering oversight of the contractual relationship with Bowman Systems.
- Working with the HMIS Committee to ensure the adequacy of Chicago COC funding to support the cost of the HMIS implementation, including the cost of staff and operations required by the HMIS Lead to comply with its responsibilities.

**b. System Administration:**

- Understanding all aspects of the HMIS implementation, and communicating significant application issues and/or system problems to Bowman Systems

- Making, supporting, and/or requesting from Bowman Systems any application level changes to setups and configurations, user interfaces, or system enhancements.
- Providing application, functionality, privacy protection, system security and agency-level system administration functionality.
- Supporting Agency Technical Administrators (“ATA”) in fulfilling their HUD-related roles and responsibilities within their respective agencies, including generating all HUD- required reports, adhering to data quality standards, and supporting necessary data migration.
- Communicating system availability, planned outages, and other HMIS information to ATA.
- Managing participating agencies’ and user system access based on execution of applicable agreements, training, and adherence to approved policies.
- Assigning user IDs to new users based on the approved licensing structure, authorized agency requests, and documentation of user training.
- Managing user accounts and application access control, in conjunction with the ATA.
- Submitting on behalf of the Chicago CoC, the Annual Homeless Assessment Report (AHAR).
- Providing technical support and application training to users; except that the HMIS Lead may delegate responsibility for application training to an ATA at the various partnering agencies, or to other appropriately qualified agency staff, upon demonstration that said staff are sufficiently skilled and knowledgeable about how to effectively deliver such training(s).
- Monitoring compliance with the provisions of the privacy, data security, and data quality plans, including periodic site visits to assess agency and staff adherence to data security policies and procedures.
- Developing a reasonable number of reports for use by users to enable them to meet funding requirements, to support their efforts to maintain data quality, to support performance measurement, and to support participation in a Chicago CoC-wide coordinated intake and assessment system, when such system is implemented.
- Administering other system functions, as needed and appropriate.
- The HMIS Lead will determine the type of access under which persons employed by or contracting with the HMIS Lead may have access to client-level data as a part of their system administration responsibilities. HMIS Lead shall likewise determine the roles with Bowman System’s employees and subcontractors are bound to have access to.

**c. Grant Administration**

- Work with the Collaborative Applicant (“CA”) to respond to the annual NOFA application for HMIS funding. The Lead Agency will also apply for renewal funds each year, and administer the HUD HMIS grant(s).

- Ensure accurate and timely draw down of HUD grant funding and submission of Annual Performance Reports (“APR”).

**d. Data Quality**

- Require that all client and homeless program data are collected in adherence to the HUD HMIS Data Standards. These include the Project Descriptor Data Elements, the Universal Data Elements, and the Program-specific Data Elements.
- Establish HMIS data quality benchmarks with direction from the HMIS Committee.
- Monitor data quality per the Data Quality Plan (“DQP”) every quarter.
- Provide specific data quality training. Periodically make necessary revisions to the DQP.
- Report aggregate data as needed for any unduplicated accounting of homelessness.
- Assist partner agencies with agency-specific data collection and reporting needs, such as the APR and program reports (all within reason and within constraints of the HMIS Lead’s budget and other duties).

**G. Use of Aggregated Data**

Notwithstanding any termination of this MOU, the parties agree that the Lead shall have the non-exclusive, worldwide, perpetual right to use reports, analysis, writings, materials, including any aggregated data embedded therein, that the Lead created or developed, solely or jointly with others, in connection with this MOU, for internal purposes in furtherance of its non-profit mission.

**H. General Provisions**

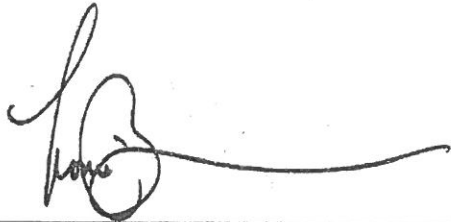
- a. Amendments.** Either party may request changes to this MOU. Any changes, modifications revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- b. Entirety of Agreement.** This MOU, including any referenced documents or exhibits, constitute the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this MOU shall be effective unless such modification or amendment is in writing and signed by both parties hereto.
- c. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- d. Compliance with Applicable Laws.** The parties shall at all times comply with all applicable laws, federal, and state, county, municipal statutes, ordinances and regulations relating to this MOU or which may affect the performance of this MOU.

e. Indemnification. Each party shall be responsible for and indemnify, defend, and hold harmless the other party, from and against any third party claims arising out of or in connection with (a) the negligent acts or omissions of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.

f. Liability. No officer, member, official, employee, or agent of the Chicago Continuum of Care or the HMIS Lead shall be personally liable in connection with this MOU. To the extent that any liabilities, losses, or damages with regard to or in connection with this MOU are caused by or result from the acts or omissions of Bowman Systems, the HMIS Lead's liability to the Chicago CoC shall be limited to the amount and extent that Bowman Systems is liable to the HMIS Lead under the agreement between Bowman Systems and the HMIS Lead.

g. Governing Law and Disputes. This MOU and all subsequent amendments shall be governed and construed in accordance with the laws of the State of Illinois. The exclusive venue for any dispute shall be Cook County, Illinois.

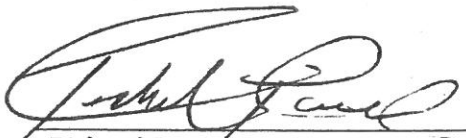
I. **Signatures.** In Witness Whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.



\_\_\_\_\_  
Nonie Brennan  
Executive Director/CEO  
All Chicago

2/13/17

\_\_\_\_\_  
Date



\_\_\_\_\_  
Richard Rowe  
Board Chair  
Chicago Board of Directors

2/15/17

\_\_\_\_\_  
Date