

Homeless Management Information System (HMIS) Lead Agency

MEMORANDUM OF UNDERSTANDING

The Tennessee Valley Coalition to End Homelessness

and

The Tennessee Valley Continuum of Care

I. PURPOSE AND BACKGROUND

The purpose of this Memorandum of Understanding ("MoU") is to confirm agreements between the Tennessee Valley Continuum of Care ("TVCoC") and the Tennessee Valley Coalition to End Homelessness ("TVCEH"), related to management of the Homeless Management Information System ("HMIS"). This MoU establishes TVCEH as the HMIS Lead Agency for the TVCoC, defines general understandings, and defines the roles and specific responsibilities of each party related to key aspects of the governance and operation of the HMIS Program.

II. DURATION

Except as provided in Section VIII (Termination), the duration of this MoU shall be from February 15, 2023 through February 15, 2024. While it is anticipated that this MoU will be renewed annually for periods of one year thereafter, the parties will revise and affirmatively agree to the terms of this relationship annually. This review is intended to ensure the continued relevance of the terms to the parties and to ensure continued consistency and compliance with HUD regulation.

III. GENERAL UNDERSTANDINGS

1. Funding

1a. HUD Grant(s)

HMIS Project activities are funded in part by HUD CoC grants. The TVCoC authorizes TVCEH, as the HMIS Lead Agency, to apply for and administer these funds. The terms and uses of HUD funds are governed by the HUD CoC grant agreement and applicable rules.

1b. Cash Match

HUD CoC grants require a 25% cash match. The grantee is responsible for raising the required cash match needed to operate the HUD funded HMIS project. TVCEH requests the help from the TVCoC to help market this CoC mandated project to each local government office to help offset this match requirement.

2. Fees

All federally-funded grants requiring HMIS (with the exception of Emergency Solutions Grant sub-recipients) will pay a prorated portion of their user license fee of \$300 per HMIS user, per grant year to the HMIS Lead Agency. Emergency Solutions Grant sub-recipients will pay an annual monitoring fee equal to 2% of their annual grant award. Up to four user licenses per program will be allowed at no charge to non-federally funded programs that are a partner of TVCEH and member of TVCoC wishing to provide data to the HMIS. Additional user's licenses may be purchased for a fee of \$300 per HMIS user, per grant year.

3. Compliance with HMIS Standards

It is the responsibility of the TVCoC to ensure that the HMIS Lead Agency is operating the HMIS Project in compliance with HUD HMIS Technical Standards (last update in 2022), FY 2022 HUD HMIS Data Standards, TN-512 Coordinated

Entry Written Standards, TN-512 HMIS Policies and Procedures; and other applicable federal, state, and local laws, rules, and regulations. The parties agree to update this MoU (as provided in section VII, Amendment/Notices), other HMIS Project operational documents, and HMIS Project practices and procedures in order to comply with any updates to these standards established in notices or other guidance, within the HUD- specified timeframe for such changes.

4. Local Operational Policies and Agreements

TVCEH, in consultation with the TVCoC Data Management Committee, will develop and maintain agreements, policies, and procedures which will be reviewed and approved by the TVCoC. These agreements, policies and procedures include, but are not limited to, an operating policies and procedures manual for use and management of the database (including procedures for ensuring the security of data, disaster recovery, and data quality assurance), privacy policies and notices, data collection and technical standards for CHOs, MoAs, and End User Agreements.

Once reviewed and approved, changes to the policies and procedures may be made from time to time at the request of TVCEH or the TVCoC, through its Governing Council or Data Management Committees, to comply with HUD HMIS standards or otherwise improve HMIS operations. During any such modification periods, all existing HMIS policies and procedures will remain in effect until such time as the TVCoC Governing Council approves the changes.

IV. SPECIFIC RESPONSIBILITIES OF THE PARTIES

1. TVCoC Responsibilities

The TVCoC serves as the lead HMIS Project governance body, assisting with oversight, project direction, policy setting, and guidance for the HMIS Project. These responsibilities include:

- a) Consistent participation in TVCoC monthly meetings to ensure the responsibilities are carried forward.
- b) Recording in official meeting minutes all approvals, resolutions, and other key decisions;
- c) Designating and approving any changes to the HMIS Lead Agency and the software to be used for HMIS;
- d) Reviewing and approving all HMIS Project operational agreements, policies, and procedures;
- e) Reviewing data quality standards and plans, and establishing protocols for addressing CHOs' compliance with those standards;
- 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;
- g) Provide all local information as necessary for compilation of the annual Housing Inventory Count (HIC), the HMIS elements of the annual Point-in-Time (PIT) Count, Longitudinal Statistical Analysis (LSA); and System Performance Measures (SPM);
- h) Coordinating participation in the HMIS and Continuum of Care by all homeless prevention and assistance programs and other relevant agencies.

2. TVCEH Responsibilities

TVCEH serves as the Lead Agency for the HMIS Project, managing and administering all HMIS operations and activities. TVCEH exercises these responsibilities at the guidance of the TVCoC Governing Council. These responsibilities are contingent on continued receipt of the appropriate HUD grant funding, and are as follows:

- a) Governance and Reporting
 - Provide staffing for operation of the HMIS Project;

- Prepare the following data reports and analyses for review by the TVCoC and for submission to HUD:
 - At least annually, a point-in-time unduplicated count of clients served in the HMIS (for sheltered PIT Count, LSA, and Pulse reports, or as required);
 - Annually, an unduplicated count of clients served in the HMIS over the course of one year (for LSA);
 - At least annually, an accounting of lodging units in the HMIS (for HIC, LSA, and Pulse reports, or as required); and
 - Quarterly, an unduplicated count of newly homeless clients (for Pulse reports);
 - Assist CHO CoC funded projects for the submission of the APR; and
 - Produce HMIS lead APRs and TVCEH CoC funded project APRs
 - Any and all other federal reports that require HMIS participation (SSVF, ESG)
- Ensure the consistent contribution of data that meets all HUD-established data standards to the HMIS database by, at minimum, every program operating with funds authorized by the McKinney-Vento Act as amended by the HEARTH Act, including ESG funds;
- Work with the TVCoC to facilitate participation by all homeless prevention and assistance programs and other mainstream programs serving homeless people to participate in the HMIS;
- Attend Data Management Committee meetings;
- Determine length of time that records must be maintained for inspection and monitoring purposes per HUD standards and ensure compliance with these standards;
- Respond to TVCoC Governing Council and Data Management Committee directives; and
- Provide data needed to inform the TVCoC's progress toward achieving its Strategic Plan goals.
- Maintain relationship with HMIS vendor, including execution of active contract.
- Provide the Governing Council with quarterly financial documentation of HMIS grant expenses for oversight of the CoC collaborative applicant funding awards.

b) Planning and Policy Development

- Work in an advisory capacity with local, state and federal funding and analysis entities, including the Data Collaborative, concerning homeless data and its use in the HMIS, as it relates to the TVCoC
- Manage and maintain mechanisms for soliciting, collecting and analyzing feedback from end users, CHO program managers, CHO executive directors, and homeless persons;
- Develop and, upon adoption by the TVCoC, implement a data quality, security, and disaster recovery plan consistent with requirements established by HUD, and review and update this plan annually and upon update to HUD regulations, notice, or guidance;
- Develop and, upon adoption by the TVCoC, implement a privacy policy specifying data collection limitations; purpose and use limitations; allowable uses and disclosures; openness description; access and correction standards; accountability standards; and process and protections for
- victims of domestic violence, dating violence, sexual assault, and stalking included in the database;
- Ensure privacy protection in project administration; and
- Develop and, upon approval by the TVCoC, execute HMIS MOAs with each CHO, including:
 - Obligations and authority of the HMIS Lead and the CHO;
 - Protocols for participation in HMIS Program;
 - Requirements of the policies and procedures by which the CHO must abide;
 - Sanctions for violating the HMIS MOA; and
 - Terms of sharing and processing Protected Identifying Information between the HMIS Lead and the CHO.

c) End-User Administration

- Provide or coordinate technical assistance and support;
- Document technical issues experienced by providers;
- Develop and deliver a comprehensive training curriculum and protocol, including accompanying tools and resources, that:
 - Includes, but is not limited to, data entry requirements and techniques, client confidentiality and privacy requirements, data security, data quality, and data entry;

- Requires all CHO Program Managers to participate in trainings; it is the responsibility of the CHO Program Manager to ensure end users at the CHO receive training information.
- Is encouraged for all HMIS end users, including intake staff, data entry staff and reporting staff at all CHOs;
- Is offered, at a minimum, every quarter;
- Is conducted in a manner that assures every new end user completes training prior to collecting any HMIS data or using the HMIS; and
- Is conducted in a manner that assures every current end user completes a training update at least annually.

d) Data Quality and Compliance Monitoring

- Consistent with the data quality plan, establish data quality benchmarks for CHOs, including bed coverage rates, service-volume coverage rates, missing/unknown value rates, timeliness criteria, and consistency criteria;
- Consistent with the data quality plan, run and disseminate data quality reports on a monthly basis to CHO programs indicating levels of data entry completion, consistency with program model, and timeliness;

V. DATA ACCESS AND MANAGEMENT

TVCEH's authorized staff shall manage the data that is maintained in the ECM system and will have access to all data entered by CHOs. TVCEH staff will only use the data for purposes having to do with the TVCoC. The TVCoC will have access to aggregated and/or otherwise de-identified data that have met quality assurance standards as stipulated by TVCEH HMIS staff.

The parties to this MoU hereby mutually agree that if any patentable or copyrighted material should result from work described herein, all rights accruing from such material or article shall be the property of the TVCEH. The parties agree to and do hereby grant to the TVCEH, the TVCoC, and all federal and state agencies irrevocable, nonexclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as a part of the work under this MoU. The foregoing license shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the parties which are modified for use as part of the work under this MOU, unless they were developed with other federal/state employment and training funding.

VI. AMENDMENT/NOTICES

Amendments, including additions, deletions, or modifications to this MOU must be agreed to by all parties to this Agreement. Notices shall be mailed or delivered to:

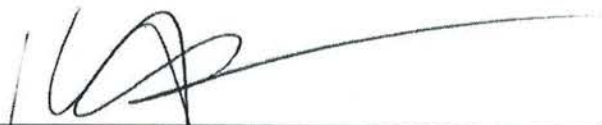
Katelyn McGuire, Chief Executive Officer
Tennessee Valley Coalition for the Homeless
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Knoxville, TN 37917

Tonya Polidoro, Governing Council Chair
TN Valley Continuum of Care Governing Council
733 W. Main St.
Morristown, TN 37814

VII. TERMINATION

This MOU will become effective upon signature of the parties and shall remain in effect until terminated by the parties. Either party may terminate this MoU at a date prior to the renewal date specified in this MoU by giving sixty (60) days written notice to the other parties. If the funds relied upon to undertake activities described in this MoU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MoU within thirty (30) days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

The signatures of the parties indicate their agreement with the terms and conditions set forth in this document. This MOU will commence upon the signature of the parties.



Katelyn McGuire, Chief Executive Officer
Tennessee Valley Coalition for the Homeless

2/15/23

Date



Tonya Polidoro, Chair
Tennessee Valley Continuum of Care Governing Council

2-15-23

Date