

Memorandum of Understanding

For the HMIS Lead Agency for the Lake County Continuum of Care (IL-502)

Purpose

The purpose of this Memorandum of Understanding is to confirm agreements between the Lake County Continuum of Care (CoC) as governed by the Lake County Coalition for the Homeless (LCCH) and Lake County, the Homeless Management Information System (HMIS) lead agency for the CoC. As such, the Memorandum of Understanding sets forth the general understandings, and specific responsibilities of each party relating to key aspects of the governance and operations of the HMIS. This agreement is effective on the 28 day of September 2017.

Background

Homeless Management Information System (HMIS) means the information system designated by the Continuum of Care to collect client-level and project-level information comply with the HMIS requirements prescribed by HUD. HUD's Continuum of Care rule specifies that the Continuum of Care, locally known as the lake County Coalition for the Homeless is responsible for designating an HMIS and an eligible applicant to manage the HMIS. LCCH is responsible for reviewing, revising, and approving a privacy plan, security plan, and data quality plan for the HMIS and ensuring consistent participation of recipients and subrecipients in the HMIS.

The parties to this Memorandum of Understanding (MOU) share a common interest in collaborating to end homelessness and successfully implementing and operating HMIS in Lake County.

General Understandings

1. Lake County Continuum of Care (CoC) Governance

The LCCH governs the Lake County CoC in accordance with the By-laws. As such and under HUD policy, the LCCH 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 Standards. LCCH's oversight and governance responsibilities are carried out by the ServicePoint (HMIS) Committee (described below), which reviews all HMIS policies and procedures and makes recommendations for approval to the LCCH Board of Directors.

2. Lead Agency Designation

The LCCH designates Lake County as the HMIS Lead Agency to manage HMIS operation on its behalf and to provide HMIS administrative functions at the direction of the Continuum of Care, through the ServicePoint (HMIS) Committee.

3. ServicePoint (HMIS) Committee

The ServicePoint (HMIS) Committee provides input and oversight in the management of the HMIS process, including establishing policies, procedures and protocols for privacy, data sharing protocols, data analysis, reporting, data integrity/quality, etc. essential to the viability and success of the HMIS. The chair of the committee is elected each year by the LCCH Board and the committee is staffed by Lake

County. The functions of the Committee are outlined in the committee charter and the ServicePoint policies and procedures.

4. Software and Hosting

The LCCH has selected a single software product, ServicePoint, to serve as the HMIS software application for the Lake County CoC. All partner agencies agree to use ServicePoint in compliance with the ServicePoint Agency Agreement.

5. Compliance with HMIS Standards

The HMIS is operated in compliance with HUD HMIS Data and Technical Standards and other applicable laws. The parties agree to comply with any and all applicable HUD Standards.

6. Local Operational Policies and Agreements

The HMIS continues to operate within the framework of agreements, policies and procedures that have been developed and approved over time by Lake County and the LCCH. These agreements, policies and procedures include but are not limited to the Policies and Procedures Manual, Privacy Policies and Notices, Client Release of Information (ROI) Forms and Procedures, Agency Agreements, Partner Agency Agreements, and User Agreements. Changes to the policies and procedures may be made from time by the LCCH, through the ServicePoint (HMIS) Committee, to comply with the HMIS Regulations or otherwise improve HMIS operations.

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 only upon 90 days prior written notice. Violation of any component may be grounds for immediate termination of this Agreement.

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.

Joel Williams (signature)
President, Lake County Coalition of the
Homeless

Jodi Gingiss (signature)
Community Development Administrator
Lake County

Date

Date