

Memorandum of Understanding Austin/Travis County Homeless Management Information System (HMIS)

This AGREEMENT is entered into and renewable annually by mutual consent of both parties, Ending Community Homelessness Coalition (ECHO) located at 100 North IH35, Suite 1000, Austin, TX 78701 and [AGENCY] (AGENCY) located at [ADDRESS].

ECHO is the lead agency responsible for the management of public homeless services in Austin/Travis County. In accordance with the US Department of Housing and Urban Development data collection mandates, ECHO implements and operates a Homeless Management Information System (HMIS) called ServicePoint by Bowman Systems for client tracking throughout the Austin/Travis County Continuum of Care.

ECHO and [AGENCY] mutually agree to the following:

- ECHO will allow the AGENCY to utilize ServicePoint (the system), an Internet-based HMIS developed by Bowman Systems, LLC (BOWMAN), a company based in Shreveport, Louisiana, for the purposes of client tracking and case management for HUD and non-HUD funded services provided through the agency.
- The AGENCY will purchase licenses for their users at the price outlined in ECHO's HMIS License Policy.
- ECHO will contract with BOWMAN for the hardware and software services for the HMIS system.
- The AGENCY may not contact BOWMAN directly and/or request changes from BOWMAN to the software. All contact and/or requests will be made through ECHO.
- ECHO will maintain control of all data entered into the system and will manage and secure this data in accordance with ECHO's HMIS Privacy Policy.
- The AGENCY will comply with the ECHO HMIS Policies and Procedures Manual, the HMIS Privacy Policy and the ECHO HMIS Data Quality Assurance Plan for the use of the system and will designate an Agency Administrator to monitor users for adherence to said policies.
- The AGENCY will be entering into an Inter-Agency Data Sharing Agreement with all active Participating Agencies in HMIS. The policy is contained within the ECHO HMIS Policies and Procedures Manual.
- Both ECHO and the AGENCY will operate in accordance with HUD's currently published HMIS Data and Technical Standards except in cases where the Standards conflict with Texas law. In such cases, Texas law supersedes the Standards.
- ECHO has the right to terminate this agreement at any time if the ECHO HMIS Policies and Procedures Manual is not followed.
- ECHO is responsible for ensuring that the contract terms of the agreement with BOWMAN continue to be satisfied so that all agency data remains secure. This responsibility extends to the provision of disaster recovery services, daily backup of data, system maintenance, database level and secure socket layer encryption, and regularly scheduled product upgrades.
- The AGENCY agrees to ensure the designated Agency Administrator's attendance to all HMIS meetings exceeds 50%.
- For each HUD funded program, the AGENCY agrees to generate and forward a copy to ECHO from e-SNAPS, according to the contract requirements, of the HUD Annual Progress Report (APR). The demographic data in this report should be accurate according to the time period of the direct grant with HUD. This report should be submitted to ECHO's Executive Director on the 15th day of the month following the end of the reporting period. Additionally, if information contained in the HMIS generated report is inaccurate, the AGENCY agrees to highlight these discrepancies in writing and agrees to work to resolve these inconsistencies to ensure future accurate reporting and data integrity.



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The signing of this Memorandum of Understanding certifies concurrence with the terms and conditions agreed upon by both parties hereto; no other agreement, oral or otherwise shall be deemed to exist or be binding.

AGENCY:

Signature of Agency Representative:

Date

Title:

Ending Community Homelessness Coalition:

Date

HMIS Director Ending Community Homelessness Coalition (ECHO)