

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

This AGREEMENT is entered into and renewable annually by mutual consent of both parties, Ending Community Homelessness Coalition (ECHO) located at 210 Barton Springs Rd, Suite 400, Austin, TX 78702 and (AGENCY) located at

ECHO is the HMIS lead agency responsible for the management of homeless services in Austin/Travis County. In accordance with the U.S. Department of Housing and Urban Development data collection mandates, ECHO implements and operates a Homeless Management Information System (HMIS) called Community Services by WELLSKY Information 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 Community Services (the system), an Internet-based HMIS developed by WellSky Information Systems (WELLSKY), for the purposes of client tracking and case management for homeless services provided through the agency.
- The AGENCY will collect and enter HMIS data into the HMIS system for all AGENCY programs that are active in the HMIS.
- The AGENCY will utilize user licenses as outlined in ECHO's HMIS License and Support Policy.
- ECHO will contract with WELLSKY for the hardware and software services for the HMIS system.
- The AGENCY may not contact WELLSKY directly and/or request changes from WELLSKY 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 and Privacy and Security Plan.
- 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 WELLSKY 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%.

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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:

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Signature and Title of Agency Representative

Date

Ending Community Homelessness Coalition:

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HMIS Director  
Ending Community Homelessness Coalition (ECHO)

Date