

Spokane City-County Continuum of Care
HMIS Lead Agency

Memorandum of Understanding

1. PREAMBLE

The Spokane City-County Continuum of Care (the “Spokane CoC”) is a membership-based organization comprised of a variety of stakeholders from service providers, government entities, healthcare providers, business partners, 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 Spokane CoC and the City of Spokane designated as the “HMIS Lead (CMIS)” and under the supervision of the Community Housing and Human Services Department (CHHS) have agreed to enter into this Memorandum of Understanding (“MOU”) to document each party’s duties and responsibilities and to ensure that the same are successfully executed.

The Spokane CoC and the HMIS Lead (CMIS) (collectively, “the parties”) will work together to ensure that the Spokane CoC achieves its strategic goals and to provide the support mutually agreed by the parties as required for various committees, workgroups, and the like bodies defined in the Spokane CoC Governance Charter or requested by the Spokane CoC Board of Directors.

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

2. BACKGROUND

The Spokane City/County Continuum of Care was created in 2016 to meet the Department of Housing and Urban Development’s (HUD) requirements for a regional Continuum of Care;

The City of Spokane Community, Housing & Human Services Department agreed to serve as the collaborative applicant for the CoC under a separate memorandum of understanding;

Whereas HMIS Lead (CMIS) has operated the HMIS program in the region since 1998; and

Whereas the HUD regulations require, that, the Continuum of Care must:

(5) In consultation with the collaborative applicant and the HMIS Lead (CMIS), develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part, with HMIS requirements as prescribed by HUD, and the specific responsibilities identified in the CoC and CMIS Committee portions of this document.

(b) Designating an operating a HMIS (CMIS). The Continuum of Care must:

- (1) Designate a single Homeless Management Information System (CMIS) for the geographic area;
- (2) Designate an eligible applicant to manage the Continuum's HMIS (CMIS), which will be known as the CMIS Lead or CMIS Administrator;
- (3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the CMIS;
- (4) Ensure consistent participation of recipients and sub-recipients in the CMIS; and
- (5) Ensure the CMIS is administered in compliance with requirements prescribed by HUD.

Federal Register | Vol. 77, No 147 | Tuesday, July 31, 2012 / Rules and Regulations Subpart B-- Establishing and Operating a Continuum of Care§ 578.7
Responsibilities of the Continuum of Care

3. PURPOSE

This MOU sets forth the terms, conditions, and expectations the Spokane Continuum of Care (CoC) has for the City of Spokane in performing its duties and responsibilities as the HMIS Lead agency.

4. KEY STAKEHOLDERS AND TERMINOLOGY

- a. Department OF Housing and Urban Development (HUD)
HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule). The U.S. Department of Housing and Urban Development (HUD) requires Continuums of Care (CoCs) to designate an eligible applicant to manage the CoC's Homeless Management Information System (HMIS), known as the "HMIS Lead" (CMIS).
- b. Spokane City-County Continuum of Care (CoC)
The CoC or "Spokane CoC" is a membership-based organization comprised of various stakeholders committed to preventing and ending homelessness through the design and implementation of plans, consistent with local, state, and federal policies.
- c. HMIS Lead (CMIS)
The HMIS Lead locally known as the Community Management Information System Lead (CMIS) is an eligible applicant designated by the CoC:
 - i. To be responsible for the overall management of the CoC's HMIS (CMIS) implementation.
- d. HMIS CoC Program Funds
The HMIS CoC program funds are allocated to the HMIS Lead (CMIS) to provide funding for carrying out the responsibilities of the HMIS Lead. If the CoC has an HMIS grant, only the HMIS Lead (CMIS) can apply for the grant. The requirement was established in the CoC Program interim rule [24 CFR 578.7(b)(2)] and Emergency Solutions Grant (ESG) Program interim rule [24 CFR 576.107(a)(1)(x)].
- e. CoC Board (Board)

The Board is the governance body of the CoC under the terms of its Governance Charter. The Board may delegate specific responsibilities under this MOU to its Executive Committee, the System Operation and Performance Committee, or other committees and workgroups.

f. CMIS Committee

A committee established to assist with planning, advisement and evaluate the HMIS Lead (CMIS).

g. HMIS Governance, Privacy and Security and Data Quality and Functionality

HMIS governance describes the general decision-making structures and operations requirements that form the basis of the HMIS activity within the CoC per the CoC Program interim rule and HMIS Proposed Rule. The HMIS Privacy and Security are the basic requirements around client-live data management in the HMIS systems and HMIS Data Quality and Functionality set parameters around ensuring the completeness, accuracy and consistency of data in the HMIS.

5. RESPONSIBILITIES OF THE COC:

- Support CMIS participation through funding considerations when deciding to fund CoC projects, giving preference to agencies/organizations that comply with CMIS participation requirements.
- Review and recommend the prioritization for the onboarding of new agencies and projects into CMIS. The CoC will take into consideration funding mandates that require participation, special initiatives, emergency needs, and alignment with existing community or existing action plans and their outcomes, goals, and objectives.
- Regularly review data quality and other reporting updates submitted by the CMIS Committee.
- Regularly monitor CMIS Lead and participating agencies for compliance.
- Ensure CoC participating agencies' participation and investment in CMIS by promoting the CMIS as the sole repository of data within the CoC.
- Ensure CoC participating agencies work with CMIS Lead staff to ensure the accuracy of all data in the system including but not limited to, the data that populates both the CoC NOFA, Point-in-Time Count, System Performance Measures Report and the Longitudinal System Analysis report.
- Review and provide input on the CMIS cost structure.

6. RESPONSIBILITIES OF THE HMIS LEAD (CMIS) AGENCY

- Respond to CoC and CMIS Committee concerns.
- Oversee the day-to-day administration of the CMIS program.
- Provide staffing and a budget for the operation of CMIS.
- Secure and manage contracts with the software vendor and ongoing communications.
- Ensure system integrity and availability.
- Provide effective training on software and related issues, including ethics and client confidentiality.
- Ensure expenditures of the HMIS Lead (CMIS) funded by CoC program fund are eligible in according with the Coc Program Interim Rule.

- Establish cost sharing requirements to fill in gaps in the HMIS Lead (CMIS) project revenue for non-CoC funded projects through fee for services, matching, or other cost-sharing formulas and models that are reasonable.
- Provide training to participating agencies on all funder and CoC guidelines and requirements for the collection and entry of data.
- Provide technical support to participating agencies.
- Regularly review data quality and related system metrics and provide reports to the CMIS Committee for review.
- Monitor CMIS participating agencies to ensure compliance with established CMIS policies and procedures. Report violations to the CMIS Committee for recommendation and submission to the CoC Board.
- Educate the CoC and CMIS Committee leadership to enhance their participation in and understanding, of the CMIS program.
- Maintain knowledge about program components and data usage to guide end users on program design to ensure the most efficient and accurate data is collected.
- Ensure the completeness of policies and procedures.
- Staff the CoC CMIS Committee.

7. RESPONSIBILITIES OF THE CMIS COMMITTEE:

- Assist with determining the guiding principles and vision for the CMIS program, including strategic planning.
- Assist with expanding CMIS participation and reducing reliance on 'legacy' databases, including: coordination of resources, coordination of data integration, and determination of policies and procedures.
- Advise on governing policies and procedures for the CMIS program.
- Review and provide input on the CMIS cost structure.
- Evaluate and propose modifications to CMIS program priorities, including the scope of work.
- Provide input on the minimum data requirements for CMIS participating projects.
- Define criteria, standards, and parameters, for the release of aggregate data and reports out of the CMIS.
- Advise on compliance and privacy protection provisions in the administration of the CMIS.
- Advise on CMIS trainings, including course content and training options.
- Participate in the selection of the CMIS software used by the CoC.
- Set and evaluate performance standards for CMIS Lead.

8. PERFORMANCE REPORTING AND OVERSIGHT

The HMIS Lead (CMIS) will submit reports as follows:

- a. The HMIS Lead (CMIS) will provide verbal reports to the CMIS Committee on progress on or barriers to achieving objectives at each working group meeting.
- b. Written reports will be submitted to the CoC no less frequently than semi-annually. Written reports will be jointly prepared by the HMIS Lead (CMIS) and the CMIS Subcommittee. The report will include:
 - i. A retrospective assessment of recent accomplishments and challenges

These written reports will be posted to the Spokane CoC website for public transparency. The CMIS Committee will notify the HMIS Lead (CMIS) in writing of any performance deficiencies and will work with the HMIS Lead (CMIS) to develop corrective action plans with timelines to correct such deficiencies.

9. TERM

- a. The parties acknowledge that this MOU authorizes the HMIS Lead to enter into CoC program funding with HUD during the term of the MOU.
- b. This MOU shall commence on January 1, 2023 and shall continue for four (4) years until December 31, 2027 unless this MOU is terminated sooner as permitted under this MOU.
 - i. On or prior to one year prior to the MOU expiration date, the Spokane CoC must provide written notice to the existing HMIS Lead (CMIS) if it elects to conduct a competitive process to determine the next HMIS Lead (CMIS). If the Spokane CoC fails to provide such written notice, then the term of this MOU will automatically extend for an additional four (4) year period.
 - ii. If the Spokane CoC through its oversight process determines that the HMIS Lead has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the Spokane CoC may terminate this MOU with written notice to the HMIS Lead (CMIS). As part of the decision process, the CMIS Committee will conduct a performance review of the CMIS Lead based on metrics agreed upon by the CMIS Lead and Spokane CoC. The results of the performance review and a recommendation regarding the renewal of the MOU term will be submitted to the full Spokane CoC.
 - iii. Should this MOU be terminated before the expiration date by the Spokane CoC, the HMIS Lead will be allowed to fulfill its obligations under its existing CoC program funding. The MOU termination date will coincide with the expiration date of the CoC program funding occurring immediately following the date of the notice plus one year.
 - iv. The HMIS Lead may terminate this MOU for any reason by giving the Spokane CoC one (1) year prior written notice. In this case, the termination date will coincide with the expiration of the CoC program funding occurring immediately following the date of the notice plus one year.
 - v. Upon termination for any reason, the HMIS Lead will participate in an expedient and professional transition of data, knowledge, documents, and all other relevant information (even if not identified by name in this document, this excludes confidential City information) to the successor entity. This transition will also include a formal training period, which will be determined by available staffing and a term which will be negotiated by the parties involved, to facilitate the successful transfer of information with minimal disruption to the CoC and the HMIS Lead.

10. MODIFICATIONS AND OTHER PROVISIONS

- a. Modifications
 - i. Either party may request modifications 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. Creation or Modifications to Exhibits
 - i. If the CoC and the HMIS Lead (CMIS) agree, creating or modifications to Exhibits do not require a formal revision to the MOU. Changes to the revised Exhibit(s) will be documented in the minutes of the CoC along with the effective dates of such changes. The Spokane CoC will be informed of such changes through the Spokane CoC report process.
- c. Compliance with Applicable Laws
 - i. The parties shall always 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.
- d. Indemnification
 - i. 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 of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.
- e. Liability
 - i. No officer, member, official, or agent of the CoC or the HMIS Lead (CMIS) shall be personally liable in connection with this MOU.

WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date first referenced above.

Signature Page

For Spokane City/County Continuum of Care

Signature: Jenn Cerecedo 1/25/23
Printed Name: Jenn Cerecedo
Title: CHHS Director
Address: 808 W Spokane Falls Blvd, Spokane, WA 99201
Phone: 509-625-6055

For City of Spokane

Signature: Dale R 1-25-2023
Printed Name: Dale Briese
Title: CoC Chair
Address: N/A
Phone: N/A