

**LOUISIANA STATEWIDE  
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)  
JOINT GOVERNANCE AGREEMENT**

**BETWEEN**

**LOUISIANA SERVICES NETWORK DATA CONSORTIUM (LSNDC)**

***NORTHLAKE HOMELESS COALITION (Collaborative Applicant), on behalf of (the CoC designation LA-506)***

**AND**

***SOUTHEASTERN LOUISIANA UNIVERSITY – NORTHLAKE HMIS DATA PROJECT (HMIS LEAD)***

**BACKGROUND**

The United States Department of Housing and Urban Development (HUD) required the use of Homeless Management Information Systems (HMIS) as a condition for all communities and agencies receiving HUD Continuum of Care (CoC) homeless assistance funds. HMIS is a computerized data application system designed to capture, record, and store data and information about the needs and community services received by individuals or families who use homeless housing and supportive services and for individuals or families who receive community services and assistance because they are at risk of being homeless. The HMIS records and stores client level demographics and service data of participating community service agencies, organizations, programs, and projects (Participating Agencies), so it can be aggregated to discern patterns and trends about the extent and nature of homelessness over time, the services received by persons experiencing homelessness or are at risk for homelessness, provide an unduplicated count of homeless individuals or families, discern and explain patterns of service usage and measure the effectiveness of participating agencies, organizations, programs, and projects.

Louisiana's CoCs elected to coordinate their efforts to implement a statewide management information system for families and individuals who are receiving services, to better understand the scope of poverty and homelessness in Louisiana, to improve service delivery to poor and homeless persons and to evaluate the effectiveness of service interventions. To manage the resulting statewide HMIS, the CoCs coordinated to form the Louisiana Services Network Data Consortium (LSNDC), an established 501(c)3, non-profit organization, duly incorporated in the State of Louisiana. Governance of LSNDC is provided by the LSNDC Board of Directors, comprised of two individuals appointed from each region, and the Committee established the following activities as priorities: (1) development of coordinated case management options for optimal client service delivery; (2) improved state level data coordination for policy initiative development; (3) development of protocols and procedures for data collection during emergency situations; (4) development and implementation of a statewide database for the integration and

migration of Homeless Management Information Systems (“HMIS”) regional data; and (5) the development and implementation of a statewide plan to assist the CoC in meeting the United States Department of Housing and Urban Development’s (“HUD”) HMIS ongoing requirements.

## **PURPOSE**

The purpose of this agreement is to set forth and clarify understanding and agreement of the specific and differing responsibilities of each party regarding the key aspects of governance and operation of the HMIS.

## **DESIGNATION**

The designated Regional HMIS Lead Agency for the NORTHLAKE HOMELESS COALITION, on behalf of the CoC designation of LA-506, is SOUTHEASTERN LOUISIANA UNIVERSITY – NORTHLAKE HMIS DATA PROJECT, operating in coverage area of the LA-506 CoC. The designated HMIS software tool is ServicePoint™ by Mediware, operated by LSND. All Regional HMIS Lead Agencies and all Continua of Care in the state of Louisiana utilize ServicePoint™ software and collaborate, participate, and contribute data to the statewide system in order to improve the delivery of HMIS-related services and enable participating agencies, organizations, programs, and projects to better comply with federal regulations and the expectations of HUD.

## **GENERAL UNDERSTANDINGS**

### **Shared Platform**

The parties agree that administration of the shared platform will be provided by LSND. The parties further agree to operate the local CoC Implementation in compliance with LSND Standard Operating Policies, LSND Data Quality Plan, LSND Privacy Plan, and LSND Security Plan.

### **Compliance with HMIS Standards**

It is the responsibility of the CoC to ensure that the HMIS Lead Agency is operating the HMIS Project in compliance with the latest HUD HMIS Technical Standards, HUD HMIS Data Standards, as specified in the LSND Data Quality Plan, LSND Privacy Plan, and LSND Security Plan, and other applicable laws. The parties agree to update this joint charter, 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.

### **Local Operational Policies and Agreements**

All agencies within the Collaborative Applicant agree to operate within the most current release of LSND Standard Operating Policies, LSND Data Quality Plan, LSND Privacy Plan, and LSND Security Plan, as developed by LSND and adopted by the Collaborative Applicant. These policies and procedures include but are not limited to an operating policies and procedures manual for use and management of data (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, Participation Agreements, and End User Agreements.

As needed, changes to the policies and procedures may be made from time to time at the request of the CoC, LSNDC, or the Lead HMIS Agency 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 Collaborative Applicant approves the changes.

### **CoC Participation Fee**

Each CoC will be charged an annual participation fee for CoC inclusion in the LSNDC. The annual fee will be invoiced and payable to the Fiscal Agent, and will include agreed upon costs for administration of the statewide system. In addition, each regional agent will be invoiced by Mediuware Information Systems an allocated amount of base costs and the region's share of licenses as negotiated annually with the system manufacturer, Mediuware Information Systems. The CoC fee will be calculated as follows:

- Each CoC will pay toward the operation of the statewide database according to the requirements of the contract based on a sliding scale to be determined and approved by the LSNDC Board of Directors.
- Each CoC will pay for a portion of the staffing required for the operation of the statewide system based on the sliding scale to be determined and approved by the LSNDC Board of Directors. The sliding scale fee will be applied to an administrative percentage fee to LSNDC for the management of the statewide project. The fee will be determined and approved by the LSNDC Board of Directors which includes a representative from each CoC. The sliding scale fee will be applied in the event that the LSNDC Board of Directors elects to purchase new features and/or modules for the statewide system.
- Each region may choose to enter into a separate agreement directly with the system vendor (or other third-party vendors) for purposes of securing services needed at the local level (such as training or report customization). Payment for any of these separately negotiated services will be made by the Regional Agent directly to the system manufacturer, Mediuware Information Systems;
- Any project-related costs not specifically detailed herein will be agreed upon by vote of the LSNDC Board of Directors and applied regionally according to the LSNDC Board of Directors decision.

### **Reports**

CoC Reports:

- The CoC and its programs/users shall be enabled to report on identifying and statistical data on the clients it serves, subject to the terms of the LSNDC Privacy Plan regarding client confidentiality.
- The CoC shall not be enabled to report on identifying and statistical data on clients it does not serve.
- The LSNDC Board of Directors shall develop protocols on customizing and releasing statewide reports as determined by vote of the LSNDC Board of Directors.
- The CoC may make aggregate data about its own region available to other entities outside of the system for funding or planning purposes pertaining to providing services to

including, but not limited to homeless persons. However, such aggregate data shall not directly identify individual clients.

- LSNDC shall use only unidentified aggregate data for policy and planning activities, in preparing federal, state or local applications for funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the State.

## **RESPONSIBILITIES OF LSNDC**

LSNDC shall:

- Manage the Statewide HMIS vendor contract.
- Determine if a different statewide HMIS vendor should be selected and oversee the process for selection and engagement of a new vendor.
- Host the Statewide coordination meeting – the Bimonthly Board of Directors Call-In.
- Define privacy and security protocols that allow for the broadest possible participation.
- Provide statewide operating policies and procedures that represent the minimum standards for participation. Local CoCs may add additional requirements as negotiated locally but, at a minimum, comply with the HUD privacy standards and align with the priorities for service set by the LSNDC Board.
- Provide for system administration and analyst staffing by providing an HMIS State System Administrator(s).
- Provide training and ongoing collaboration regarding cross-jurisdiction system operation, measurement and research activities including:
  - Negotiation and training on basic workflows for all users and specialized workflows for cross- jurisdiction funding streams.
  - HUD mandated activities including PIT, HIC, APR and the AHAR.

LSNDC may:

- Provide annual publication of Statewide and Regional unduplicated homeless counts.
- Engage research projects that involve statewide data sets.
- Create and make available a suite of data quality, demographics, and outcome reports available to all CoCs on the System.
- Support local continuous quality improvement efforts.

## **RESPONSIBILITIES OF THE COC**

The Collaborative Applicant shall:

- Work with the Regional HMIS Lead Agency and LSNDC to read and interpret and all regulations, notices, and other communications issued by HUD, and the annually review, and as necessary, revise and adopt any and all policies, procedures and plans related to the operations and use of the HMIS including but not limited to a privacy plan, security plan, and data quality plan. The designated HMIS software tool is ServicePoint™ by Mediware.

- Must approve a change in the HMIS software vendor. and shall participate in the process for vendor review and selection, should it be determined by the LSNDC Board to terminate contractual relationship with the vendor.
- Designate a non-profit or public entity to serve as the Regional HMIS Lead Agency. Once designated, the Regional HMIS Lead Agency will abide by the terms and conditions outlined in this governance agreement. The designated Regional HMIS Lead Agency is *HMIS Lead*.
- Work with organizations that will improve delivery of HMIS related services and enable participating agencies to better comply with federal regulations and the expectations of HUD. The Collaborative Applicant and the Regional HMIS Lead Agency agree to work with and participate in the statewide HMIS, which is operated by the LSNDC. *Collaborative Applicant* will actively participate on the LSNDC Board with one Collaborative Applicant representative. This representative is authorized to provide one of the two votes on LSNDC related business. The second vote will be cast by a representative from the Regional HMIS Lead Agency.
- Provide support to the Regional HMIS Lead Agency and to the Regional HMIS Lead System Administrator when the Lead Agency or System Administrator is unable to perform his/her duties due to interference from a Participating Agency. This support may take the form of negotiating with the non-compliant agency entering data into the HMIS, censoring said agency, or imposing consequences, including, but not limited to, recommending to HUD that the agency's grant funds be removed from the agency.
- Gather data from the Regional HMIS Lead Agency and non-HMIS participating agencies to use in the reporting for the Point-in-Time (PIT) count, the Housing Inventory Chart (HIC), System Performance Measures, and the Annual Homeless Assessment Report (AHAR), among other HUD reporting that the Regional HMIS Lead Agency assists the Collaborative Applicant to complete.
- Collaborate with the Regional Lead Agency in all appropriate ways to ensure the policy goals developed by the *Collaborative Applicant* are met. They will work together closely to share information, develop goals, and address issues with ServicePoint™, data quality, and Participating Agencies as they occur.
- Work with Participating Agencies and the Regional HMIS Lead Agency to develop *Collaborative Applicant* and agency specific performance benchmarks, including that of the HMIS Project.
- Gather reports from the Regional HMIS Lead Agency and review them to determine if benchmarks have been met, then report that data to the Collaborative Applicant to assist in reviewing and ranking the projects for the CoC Program Competition.
- Monitor to ensure the Regional HMIS Lead Agency is fulfilling the responsibilities outlined herein and complies with the HUD grant agreement and HUD issued regulations and notices.
- Ensure payment is made in full and in a timely manner to LSNDC and to the software company Mediware Information Systems as determined by vote of the LSNDC Board of Directors and understands that failure to do so may result in appropriate sanctions against the CoC as determined by vote of the LSNDC Board of Directors up to and including removing access to the system.

- Agree, according to its ability and capacity, to engage and/or participate in marketing activities for the LSNDC as determined by vote of the LSNDC Board of Directors in order to raise funds and awareness about the statewide project.
- Agree to seek guidance from the LSNDC Board of Directors prior to the substantive engagement of entities outside of the project for purposes of collaboration regarding this or any other state or national data collection project.

## **RESPONSIBILITIES OF THE REGIONAL HMIS LEAD AGENCY**

The HMIS Lead shall:

- Manage, administer, and oversee the day-to-day operations of the HMIS Project on behalf of the Collaborative Applicant.
- Obtain and maintain grants supporting the HMIS project, provide staffing, and purchase the required licenses, equipment, software, space, and operations for the HMIS.
- Work with the HMIS software vendor to ensure data is collected, stored, and reported in compliance with all HUD regulation.
- Provide training to all HMIS End Users within the Participating Agencies through individual or group training, either in a classroom setting or in a one-on-one setting, such as at the Regional HMIS Lead Agency office or the participating agency's office or other locations as appropriate for participants, or by electronic means such as webinars. Introductory trainings as well as any additional training will be offered on a regular schedule and periodically at the availability of the Regional HMIS Lead Agency System Administrator. Privacy and security training will occur at a minimum of once per year.
- Promote use of the HMIS through regular contact with users, Participating Agencies, and similar organizations whose participation would benefit the CoC or the HMIS project.
- Sign and execute written HMIS Participation Agreements with each Participating Agency, which delineates the obligations and authority of the Collaborative Applicant, Regional HMIS Lead Agency, LSNDC, and the Participating Agency. These agreements will include, directly or referenced, the requirements of the LSNDC Policies and Standard Operating Procedures and any future regulatory documents set forth by the HUD and the LSNDC; and discuss possible sanctions for violating the agreement. This agreement will also require the Collaborative Applicant, Regional HMIS Lead Agency, LSNDC, and Participating Agency, to process protected identifying information in a manner consistent with this agreement.
- Provide each participating agency, organization, program, or project with access to the appropriate LSNDC regulatory documentation.
- Monitor and verify data collection and entry from all Participating Agencies, ensuring data entered into the HMIS complies with HUD requirements and LSNDC Data Quality Plan.
- Work with the Collaborative Applicant and the Participating Agencies to address any deficiencies in data collection.
- Monitor and verify the quality of the data, ensuring its accuracy and completeness. It must also conform to federal HMIS requirements and policies set by the LSNDC. The Regional HMIS Lead Agency shall analyze the data to identify areas of concern and/or weakness and make recommendations to the Participating Agency for corrections. The

Region HMIS Lead Agency will monitor the Participating Agencies for compliance with all HMIS appropriate security, privacy, and data quality policies, regulations, and procedures set by HUD, the LSNDC, and the Collaborative Applicant.

- Implement LSNDC Policies and provide necessary support to assist all Participating Agencies in the implementation of LSNDC Policies. The Regional HMIS Lead Agency will monitor compliance and work with the Collaborative Applicant to resolve issues and enforce sanctions for non-compliance.
- Collaborate with the Collaborative Applicant in all appropriate ways to ensure that the policy goals developed by the CoC are met. The Collaborative Applicant and HMIS Lead will work together to share information, develop goals, and address issues with data quality and participating agencies as they occur.
- Actively participate on the LSNDC with one Regional HMIS Lead Agency representative. This representative is authorized to provide one of the two Collaborative Applicant votes on LSNDC related business. The second vote will be cast by a representative from the Collaborative Applicant on the behalf of the CoC.
- Collaborate with LSNDC to review and revise, as necessary, the statewide LSNDC Policies and supporting documents, on an annual basis at the minimum. When HUD releases new HMIS rules or requirements, the Regional HMIS Lead Agency will present the recommended system changes to the Collaborative Applicant lead point of contact within 30 days. After review and discussions with the LSNDC, the HMIS Lead Agency will present the recommended system changes to the Collaborative Applicant Board for approval within 4-6 months of publication. The HMIS Lead Agency will make approved changes and demonstrate a good faith effort to prepare the COC membership to meet the requirements by HUD's effective date. The HMIS Lead Agency will also seek feedback from the Collaborative Applicant and Participating Agencies on LSNDC Policies and supporting regulatory documents; this information should be shared with the appropriate LSNDC committee(s).
- Generate appropriate reports that reflect the cumulative data for the CoC as needed and/or upon request from the Collaborative Applicant, HUD, Participating Agencies, and other entities seeking this information and are deemed appropriate by the Regional HMIS Lead Agency and/or the Collaborative Applicant. The Regional HMIS Lead Agency shall be responsible for creating and developing new reports, as requested or required by the CoC, HUD, Participating Agencies. These reports shall document aggregate data from the entire CoC for the purposes of successful submissions of the HUD CoC Program Application, PIT, HIC, System Performance Measures, and AHAR, as well as other appropriate CoC-wide data needs.

## **RESPONSIBILITIES OF PARTICIPATING AGENCIES**

The Participating Agencies shall:

- Comply and sign written LSNDC agreements, including the LSNDC Agency Partner Agreement between the Participating Agency and the Regional HMIS Lead Agency.
- Comply with all LSNDC Policies and Plans and all HMIS-related federal regulations.

- Comply with all federal, state, and local laws regarding client and data privacy, security, and confidentiality. Should there be a conflict between HMIS-related standards and other federal, state, or local laws the Participating Agency is subject to, it is the responsibility of the participating Agency to notify the Regional HMIS Lead Agency of the conflict and request directions for meeting all compliance requirements. This can include appropriate revisions to the impacted HMIS regulatory document(s).
- Work with the Regional HMIS Lead Agency staff to enter and maintain complete, accurate, and timely data in the ServicePoint™ system.

## **AGREEMENT, TERM, MODIFICATION, AND TERMINATION**

### **Agreement**

- All Parties agree to the terms and conditions of this agreement and acknowledges this constitutes the entire agreement between the two parties.
- The Parties hereto have acknowledged their responsibilities and have caused this agreement to be executed and delivered by their duly authorized representatives as of the date of the last signature.
- No party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other signing parties.
- The construction of this Agreement shall not be construed against the party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel.
- Choice of laws. This Agreement is governed by the laws of the State of Louisiana, and Federal law, as applicable, without regard to the choice of law provisions of those bodies of law.
- Successors and Assigns. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and assigns.
- Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, the provision shall in no way affect any other provision, covenant or condition of this Agreement.
- Authorizing the Action. This Agreement shall become effective only upon the execution of this document by authorized persons of the Collaborative Applicant and HMIS Lead and the President of the Board of LSND, or his/her designee of LSND.

### **Term**

- The term of this Agreement shall begin September 21, 2017, renewable annually on the next following September 21, 2018, unless sooner terminated by any party for a substantial breach, as described in the next paragraph.
- The agreement will be reviewed annually by the CoC as part of the governance charter review to confirm the agreement is being carried out and HMIS administered in compliance with requirements prescribed by HUD.



**Modification:**

The CoC and HMIS Lead have the right to modify this Agreement at any time, providing thirty (30) days prior to written notice of any modification to the LSND Board of Directors for vote. Approved modifications of this agreement will be communicated to the CoC and HMIS Lead within two (2) business days of the adoption by the LSND Board of Directors.

**Termination**

- This agreement may be terminated by either party upon thirty (30) days written notice.
- Upon termination of this agreement for any reason, the CoC will receive a copy to the extent available, at its own expense, of the data within the statewide system that was entered by programs/users within its own region and will destroy or return to LSND any and all copies of personal protected information in its possession for clients entered by programs/users outside of its region.
- In the event that the CoC determines that returning or destroying the protected information is not feasible, the CoC shall notify the LSND Board of Directors of the conditions that make return or destruction not feasible in writing within two weeks of the termination. Upon notification that the return or destruction of the protected information is not feasible, the CoC shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Regional Agent maintains the information.
- Availability of Funding. If funding is no longer available to meet financial responsibilities on an annual basis for any reason, most notably as a result of changes in HUD HMIS dedicated grants, LSND reserves the right to terminate this agreement under the terms provided for in Section 5d, immediately, without penalty.

**Breach**

- Any party shall notify any other party(ies) of any breaches of the terms of this Agreement by that party(ies), or any individual acting directly or indirectly under color of authority of that party(ies). The notified party(ies) shall have such time as the notifying party, in its sole and absolute discretion specifies in its notice breach, to cure such breach. In event such breach is not cured within the notice period, this Agreement may be terminated by the notifying party without further notice, obligation, or liability to the notified party(ies).

Louisiana Services Network Data Consortium:

Eric Gammons  
Print Name of Authorized Representative

President  
Title

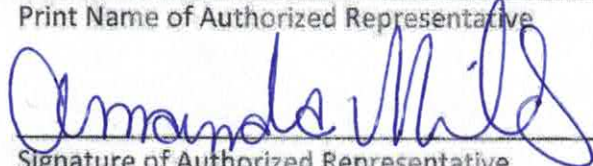
  
Signature of Authorized Representative

9/22/17  
Date

Collaborative Applicant:

Amanda Mills  
Print Name of Authorized Representative

Executive Director  
Title


  
Signature of Authorized Representative

9/27/2017  
Date

Regional HMIS Lead Agency:

Erin Matheny  
Print Name of Authorized Representative

Director  
Title

  
Signature of Authorized Representative

9/25/2017  
Date