



# Memorandum of Understanding

*For Implementation of a Homeless Management Information System to Assist Non-Profit Service Agencies Providing Housing and/or Support Services to the Homeless in the Will County Continuum of Care.*

This Memorandum of Understanding (MOU) is entered into by and between the United Way of Will County and \_\_\_\_\_, a non-profit agency providing housing and/or support services to the homeless in Will/Grundy/Kendall County on this \_\_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_\_.

NOW, IT IS AGREED AS FOLLOWS:

**1. Member Agency agrees to the following responsibilities:**

- a) *Maintenance of Desktop Hardware/Software.* The member agency shall maintain the minimum required hardware and software necessary to run *ServicePoint™* to adequately participate in the HMIS Program. Minimum workstation requirements are vendor supported up to date operating system, compatible to an Intel I3+ processor, 4 Gigabytes (GB) of memory, 500 GB hard drive, SVGA monitor, latest version of Microsoft Edge, Google's Chrome, or FireFox, DSL, Cable internet modem (firewall functionality), office network wired connection or wireless connection with 256 encryption security. It is recommended that member agencies utilize a desktop PC with Intel I5 processor, 4+ GB RAM and 500+GB hard drive, vendor supported up to date operating system and use most current Google's Chrome, Firefox, or Microsoft Internet Edge internet browser.
- b) *Internet Access.* The member agency shall be responsible to maintain its own reliable access to the internet through either dial-up, ISDN, DSL or cable modem accounts. The member agency shall also be responsible to upgrade its web browser to the most current version if requested by the vendor for usability or the application security updates.
- c) *Security of Data.* The member agency shall enforce and maintain security of all information stored in the *ServicePoint™* system. The Agency Administrator will assign Unique ID's to each agency user accessing the *ServicePoint™* system, and specific guidelines will be given for security settings, which should be maintained on any internet browser used to access *ServicePoint™*. **The member agency shall immediately notify the System Administrator of all personnel changes involving those staff authorized to have access to client data in the *ServicePoint™* system.** Each member agency shall defend and indemnify WCCoC and the other member agencies from any claims or causes of action arising from the unauthorized release of data.
- d) *Timely Input of Voucher Client Data.* The member agency is responsible to input all client data into the *ServicePoint™* system in a timely manner. Primary client name, i.e. Social Security number, birth date and gender must be input into the system immediately upon intake. If agency is providing shelter for the client, the client should also be checked into a shelter bed in the system on the day they receive shelter. If the member agency is having difficulty inputting data in a timely manner, they should contact the System Administrator or the Continuum Coordinator.
- e) *Client Confidentiality.* Client authorization to release information shall be established through the use of a written, signed *Release of Information Authorization provided by each agency*, to be completed at the point-of-entry member agency site and retained on file there.
- f) *Standard Client Data Input.* All data entered into the HMIS and/or used by the WCCoC HMIS or Continuum for analytical or reporting purposes must meet the Minimum Data Requirements and reflect services provided within Will/Grundy/Kendall County only.

- g) *Access to Shared HMIS Data.* The member agency will have access to client data shared for the purposes of the HMIS. As of the implementation of *ServicePoint™* our member agencies have agreed only to share profile and community field information on voucher clients. All other client information will remain available only to the agency at which a client was originally seen unless the client signs an additional release of information to share his/her data with another agency.
- h) *Costs - Annual Support Fees and User Licenses.* WCCoC shall pay annual support fees for Year 1 of the agencies use. If the member agency elects to continue to utilize *ServicePoint™* after Year 1, it is possible they will need to agree to pay a minimal annual support fee directly to the vendor, if future funding is not obtained by WCCoC. The WCCoC shall determine, in consultation with the vendor, the exact per agency cost. Costs shall be documented and itemized. The WCCoC may also purchase initial user licenses for the participating agency. Member agencies may purchase additional user licenses, which may include reporting tool licensing fees by contacting the System Administrator.

**2. The United Way of Will County agrees to the following responsibilities:**

- a) *Security of Data on Application and Database Servers.* The *ServicePoint™* software vendor, WellSky Internet Systems, LLC shall keep secure all client data in the *ServicePoint™* system. This shall prohibit access by individuals who are not registered with the applicable Agency Administrator or System Administrator and therefore, are unauthorized to receive member agency and client data information through any and all means, including telephone, mail and computer. All changes to access codes, passwords and personnel registration for the *ServicePoint™* system will be handled through your Agency Administrator and then the System Administrator. WCCoC System Administrator will be responsible for personnel registration for the HMIS Program. WCCoC shall not be held liable for any breach in security related to changes in authorized member agency personnel if the member agency has not notified the SA of these changes.
- b) *Training.* WCCoC shall provide initial and ongoing training of HMIS member agency personnel on use of the *ServicePoint™* software. If staffing changes occur at your agency and additional training is needed, please contact the System Administrator.
- c) *HMIS Support.* WCCoC will provide HMIS support during core business hours on regular business days. The HMIS Administrators will acknowledge all situations within three (3) business day.
- d) *Documentation/Manual on use of ServicePoint™.* The software vendor, WellSky Internet Systems, will provide, maintain and update, an on-line manual regarding the use of the *ServicePoint™* system. An initial copy of the manual will be given to participating agency staff at the first *ServicePoint™* training session.
- e) *Termination.* In the event that a member agency terminates its involvement in the HMIS project or fails to comply with regulations stipulated by this agreement, WCCoC maintains the right to immediately discontinue agency access to the *ServicePoint™* system.
- f) *Data.* Upon termination of this agreement, notwithstanding anything in the agreement to the contrary, the System Administrator and the members of the *ServicePoint™* system shall have the continuing right after the termination of this agreement to retain and use a copy of member agency's data which was shared during the course of this agreement in furtherance of *ServicePoint™* programs and subject to any restrictions on use imposed by the clients to whom such data pertains and/or set forth in the provision hereof which, by their terms, survive termination of this agreement.
- g) *Costs.* WCCoC will continue to support participating agencies as long as funding allows. Access to the *ServicePoint™* system will be provided free for the period of one year. At the end of the first year, an agency may continue to use the system for a minimal annual support fee, if the Continuum does not secure future funding. WCCoC shall determine, in consultation with the vendor, the per agency cost. Costs shall be documented and itemized.

PARTICIPATING AGENCY:

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Will County Continuum of Care  
HMIS Project Management Team Leader  
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their duly authorized representatives as of the date set above.

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Signature

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Date

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Name

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Title

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Signature  
Will County Continuum of Care

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Date