

MEMORANDUM OF UNDERSTANDING  
HOMELESS MANAGEMENT INFORMATION SYSTEM MIGRATION  
**By and between**  
**El Paso Coalition for the Homeless and the County of El Paso**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into this \_\_\_\_ day of August, 2019 by and between the County of El Paso (hereinafter “COUNTY”) and the El Paso Coalition for the Homeless, a non-profit corporation (hereinafter “EPCH”).

**WHEREAS**, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of its citizens of the County; and

**WHEREAS** the EPCH is the Homeless Management Information System (HMIS) Lead Entity as designated by the El Paso Continuum of Care (CoC);

**WHEREAS** the HMIS is a computerized data collection tool specifically designed to capture client-level, system-wide information over time on the characteristics and service needs of men, women, and children experiencing homelessness; is web-based software that homeless assistance providers use to coordinate care, manage their operations, and better serve their clients; allows the aggregation of client-level data across homeless service agencies to generate unduplicated counts and service patterns of clients served; is used by the U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels to obtain better information about the extent and nature of homelessness over time; used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of all homeless programs;

**WHEREAS** the HMIS is administered by the EPCH with HMIS software and computer database hosting services provided by Bitfocus, Inc through the Clarity Human Services application (hereinafter “HMIS”);

**WHEREAS** the Opportunity Center (OC) collects and enters their homeless population data from their Men and Women’s Resource Center on Social Solutions’ Efforts to Outcomes (hereinafter “ETO”) database application software system not compatible with the current HMIS system;

**WHEREAS** as a result the OC has not contributed full data to the HMIS database application software system;

**WHEREAS** the County and the EPCH (hereinafter “PARTIES”) agree that the uncollected data has been financially detrimental to the community due to foregone funding opportunities that rely on homeless population data;

**WHEREAS** the EPCH as the designated HMIS Lead has procured a vendor, Bitfocus Inc., to facilitate the migration/transfer of data from ETO into HMIS;

**WHEREAS** the amount of funds needed by EPCH for full data migration/transfer from ETO to HMIS is \$40,000;

**WHEREAS** the City of El Paso (hereinafter “CITY”) has amended an existing Contract with EPCH to provide additional funds in the amount of \$29,144.57 to pay for a portion of the data migration/transfer from the OC’s ETO to HMIS;

**WHEREAS** an additional \$10,855.43 in funds is needed to complete the migration/transfer of data from the OC’s ETO to HMIS;

**WHEREAS** on May 20, 2019, the El Paso County Commissioners Court authorized the allocation of \$100,000.00 in support of the OC’s operations and data compliance requirements; and

**WHEREAS** the County finds that migrating and entering demographic and related data regarding the homeless community in El Paso, Texas into the HMIS system supports legitimate public purposes related to employment, public health, public safety and civic engagement by complying with HUD HMIS data reporting requirements allowing the County, the OC and other public and private stakeholders, that work with the homeless community, to qualify for additional grant funding in pursuit of these purposes;

**WHEREAS** the County will authorize the payment of \$10,855.43 to EPCH from the previously approved allocation of \$100,000 to support the OC and the EPCH in the migration/transfer of data from the OC’s ETO to HMIS;

**WHEREAS** the Parties desire to enter into this MOU to memorialize the nature of the Parties’ relationship and mutually acknowledge the respective obligations and rights of the Parties in the future; and

**NOW THEREFORE**, in consideration of the foregoing, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated into the Agreement.** The Recitals in the Agreement above are incorporated into the Agreement and are expressly made a part of the terms of the Agreement.
2. **Purpose.** The County will contribute TEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS 43/100 (\$10,855.43) (hereinafter “CONTRIBUTION”) to the EPCH for the purposes of paying for the migration/transfer of data from ETO into HMIS.
3. The EPCH agrees to defend, indemnify and hold County harmless from any and all claims, causes of action, damage, liability, injury, loss and/or expenses brought by itself or any third party as a result of any facts and /or circumstances arising out of or in any way related to the actions or assertions made by the parties pursuant to this MOU.

4. The EPCH agrees that the County accepts no present or future responsibility or liability for OC or homelessness data entry into any HMIS or homelessness system.

The laws and remedies of the State of Texas apply to the terms between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.

This MOU is effective beginning \_\_\_\_\_, 2019 and is contingent upon the deliverance of data from the OC to EPCH for the purpose of data migration/transfer into HMIS. If no such delivery of data is made on or before FIFTEEN DAYS of the execution of this MOU, then this MOU shall become null and void and EPCH will not be entitled to any disbursement of the funds described in this MOU.

Neither party shall transfer or assign any rights or obligations under this MOU without the written consent of all parties.

Approved this \_\_\_\_ day of August, 2019.

The County of El Paso

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By Ricardo A. Samaniego, County Judge

The El Paso Coalition for the Homeless

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By Carol Bohle, Executive Director