

MEMORANDUM OF UNDERSTANDING

Between

The Maricopa Regional Continuum of Care Board of Directors

and

Solari, Inc., Homeless Management Information System Lead

November 19, 2025

I. MOU Purpose

This Memorandum of Understanding (MOU) confirms agreements between the Maricopa Regional Continuum of Care Board of Directors, the lead decision-making body for the CoC in Maricopa County, and its designated Homeless Management Information System (HMIS) Lead. In accordance with the CoC's Governance Charter, the CoC Board has designated *Solari, Inc.* as the HMIS Lead Agency.

The purpose of this MOU is to set forth general understandings, roles and responsibilities, and terms and conditions for each party related to the governance and operation of the CoC's HMIS. The CoC Board and the HMIS Lead (collectively, "the parties") will work together to ensure that Maricopa Regional CoC has an effective, compliant HMIS and strong data upon which to guide decision-making.

II. Background

HMIS is a data system mandated by the U.S. Department of Housing and Urban Development (HUD) for use by all communities and agencies receiving Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funding, as well as for programs funded by other federal partners. HMIS plays a critical role in coordinating client services and informing community planning and public policy. By using HMIS, communities can improve coordination within and across agencies, support more informed advocacy efforts, and develop policies that result in more targeted and effective services. Data collected through HMIS is essential for analyzing homelessness trends in Maricopa County and meeting HUD's reporting requirements. The parties to this Memorandum of Understanding (MOU) acknowledge that accurate and comprehensive data collection and analysis are foundational to effective service and systems planning, resource allocation, and advocacy. Accordingly, they share a mutual commitment to the successful implementation and operation of HMIS within the Maricopa County Continuum of Care.

III. Definitions

Collaborative Applicant is the designated staffing entity to submit the annual CoC Consolidated Application for funding on behalf of the CoC. It is also the entity that provides staffing support to the Board, inclusive of project management, research and document development, meeting support, and general administrative support.

Continuum of Care (CoC) is the collaborative planning body required by the U.S. Department of Housing and Urban Development (HUD) to coordinate housing and services funding for families and

individuals experiencing homelessness. The CoC is composed of individuals and organizations committed to preventing and ending homelessness within the CoC's geographic area, including (but not limited to): nonprofit homeless assistance providers, victim service providers, faith-based organizations, government agencies, businesses, advocates, public housing agencies, mental health agencies, hospitals/healthcare providers, universities, affordable housing developers, justice partners, veteran service organizations, and person with lived experience of homelessness (PLEs).

Contributing HMIS Organizations (CHO) is defined as an organization (inclusive of the HMIS Lead) that operates a program providing services to persons at-risk or experiencing homelessness whether it is a member of CoC, and that contributes Protected Personal Information or other client-level data to the HMIS. CHOs are required to enter into HMIS Participation Agreements in order to contribute such data to the HMIS. The authority to enter into HMIS Participation Agreements with CHOs is assigned to the HMIS Lead Agency, in accordance with HUD Rules and Regulations.

CHO HMIS Primary Point of Contact is defined as a point-of-contact within each CHO and designated by the Executive Director or his/her designee of the CHO who is responsible for day-to-day collection, input, security, and privacy of HMIS data into the HMIS or a program-level HMIS-compliant system. A CHO HMIS Primary Point of Contact manages the data collection, data quality and program-level reporting according to the terms of the HMIS Partnership Agreement and HUD Rules and Regulations, including non-HUD funded programs contributing data to the HMIS from a program-level HMIS compliant comparable database.

Coordinated Entry System (CES) Lead is the designated agency responsible for implementation and day-to-day operations of the CoC's CES.

Department of Housing and Urban Development (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).

Designated Staffing Entity refers to an agency that the CoC Board has designated to fulfill system level staffing functions, including the HUD-required roles of Collaborative Applicant, Coordinated Entity System Lead, and Homeless Management Information System (HMIS) Lead.

End User is defined as an employee or other individual covered by a Code of Ethics. A volunteer, affiliate, associate, or any other individual acting on behalf of a CHO or the HMIS Lead Agency who uses or enters data in the HMIS and who has been authorized to access data by the HMIS Lead Agency as evidenced by completed user trainings and an executed HMIS Code of Ethics Agreement is an end user.

HMIS & Data Systems Coordination Committee is the committee of the CoC Board responsible for working in close coordination with the HMIS Lead to guide/oversee the design, implementation, and ongoing evaluation of the CoC's HMIS.

Homeless Management Information System (HMIS) Lead is designated by the CoC to manage the CoC's Homeless Management Information System (HMIS) on the CoC's behalf.

HMIS Software Solution Provider is the third-party software organization designated to provide the CoC's specific HMIS platform.

CoC Board is the primary governing body of the CoC, as outlined in the CoC's Governance Charter. The Board may delegate specific responsibilities under this MOU to CoC committees and/or workgroups.

IV. General Understandings

A. Funding

1. The CoC Board, in coordination with the Collaborative Applicant and HMIS Lead, will annually assess the funding available for HMIS to carry out the responsibilities outlined in this agreement. The parties acknowledge that funding directly impacts the ability of HMIS to meet the understandings of this MOU.
2. HUD Grant(s): HMIS administration activities are funded in part by the HUD CoC HMIS grant. The CoC authorizes the HMIS Lead to apply for and administer the CoC HMIS grant funds. The terms and uses of HUD funds are governed by the HUD grant agreement and applicable rules.
3. Cash Match: HUD CoC and ESG grants require a cash match. The HMIS Lead is responsible for providing the commitment of the required local match for the HMIS grants. In addition to cash match, the CoC encourages the use of leveraged funds to maximize resources for HMIS.
4. Invoicing and Payments for Contributing HMIS Organization (CHO) User Fees: User fees charged by the HMIS Lead for HMIS access will be approved by the CoC Board. The HMIS Lead will be responsible for invoicing and tracking payment for user fees. Changes to user fees are per Board approval. The HMIS Lead retains the right to choose the invoicing frequency and method as well as the right to terminate access to the HMIS in the event of non-payment by a CHO.

B. Assignment of Responsibilities

The HMIS Lead may not assign rights or responsibilities of this MOU, other than specifically outlined in this MOU, to any other third party without the recommendation of the HMIS & Data Systems Coordination Committee and the approval of the CoC Board, as evidenced in CoC Board meeting minutes.

C. No Contractual Rights or Obligations

The Parties agree to work together under this MOU while keeping their own independence. This MOU does not create a legal partnership or new organization. Each Party is fully responsible for covering its own costs related to this collaboration. This MOU does not override or interfere with any past or future agreements between the Parties. It also does not require the Parties to work only with each other. Finally, this MOU does not involve any financial commitments or create any legal obligations or rights for anyone outside of the Parties.

V. Software and Hosting

The CoC Board, in consideration of recommendations provided by the HMIS and Data Systems Coordination Committee in collaboration with HMIS Lead Agency, will select a HMIS software solution for the purposes of meeting HUD HMIS compliance requirements and broader CoC needs. The CoC delegates the authority to the HMIS Lead Agency to enter into contract with the Board-approved HMIS software solution, and if necessary, the HMIS Software Solution Provider. The HMIS Lead is responsible for managing this contract to ensure the terms of the contract are met by the software solutions provider and informing the Board if any issues or problems arise.

VI. Roles and Responsibilities of Parties

A. Board of Directors

1. General

The CoC Board functions as the lead decision-making body that guides the overall direction of the CoC, responsible for ensuring compliance with HUD requirements, supporting coordination among stakeholders, and ensuring that resources are effectively aligned to maximize impact. To support the Board in fulfilling these functions, the Board retains final decision-making/approval authority on all key requirements and deliverables that are the purview of the CoC.

The Board uses its committee structure, as outlined in the CoC Governance Charter, to ensure the work assigned to designated staffing entities is guided by the broader perspectives and insights of CoC members. In the case of all HMIS-related efforts, the HMIS & Data Systems Coordination Committee is responsible for working with the HMIS Lead to guide and oversee system design, administration, and monitoring efforts.

2. Specific Responsibilities

The responsibilities of the Board – working through its committee structure, as outlined in the CoC's Governance Charter – include the following:

- a. Design the process for recompeting the HMIS Lead role minimally every 4-6 years, in accordance with the CoC's Charter, and designating an HMIS Lead.
- b. Designate a single information system as the official HMIS software for the geographic area, inclusive of approving a recompetite or recommendation to change software providers prior to any work commencing and prior to the HMIS Lead entering into any contracts.
- c. Coordinate with the HMIS Lead on the identification of priorities relative to available funding/staff capacity.
- d. Conduct an annual review of this MOU to ensure duties and expectations of partners are clearly outlined and consistent with available funding resources.
- e. Oversee the process to recruit and appoint CoC representatives with relevant subject matter expertise to serve on the HMIS & Data Systems Coordination Committee, ensuring the committee has adequate membership at all times to maintain quorum.
- f. Provide timely review, comment, and/or approval of the annual workplan of the HMIS & Data Systems Coordination Committee, which should be developed in coordination

with the HMIS Lead to ensure alignment of work priorities and use of staff time/resources.

- g. Provide timely review, comment, and adoption (as applicable) of all HMIS plans, policies & procedures, manuals, reports, and other deliverables to ensure the HMIS Lead has clear guidance and can move forward efficiently with implementation activities.
- h. Provide oversight of the HMIS Lead's performance and compliance with HUD and CoC requirements, as outlined by federal regulations, HUD standards, this MOU, and any Board-approved policies and procedures.
- i. Serve as a resource for grievances regarding the HMIS.

B. HMIS Lead

1. General

The HMIS Lead is responsible for the day-to-day operation and monitoring of the CoC's HMIS. The HMIS Lead is responsible for working with the Board's HMIS & Data Systems Coordination Committee to identify challenges and opportunities, solicit feedback, troubleshoot issues, and identify areas for improvement. It is the responsibility of the HMIS Lead to draft content for all required deliverables, working with committee members to solicit feedback and ultimately approval prior to delivery to the Board.

The responsibilities outlined in sections B.2. – B.9. below are contingent on continued receipt of HUD grant funding. Should either the funding amount or grant terms change, the responsibilities outlined below may need to be renegotiated.

2. HMIS Governance and Staffing

The HMIS Lead shall:

- a. Provide sufficient staffing for the operation and administration of the HMIS;
- b. Execute and manage the contract for HMIS services with the designated HMIS Software Solution Provider;
- c. Coordinate participation in HMIS by all homeless prevention and homeless assistance programs, as well as other mainstream programs serving individuals experiencing or at risk of homelessness as required by their funding sources;
- d. Ensure consistent data entry into HMIS by all programs receiving funds under the HEARTH Act, including ESG-funded programs, in accordance with HUD-established data standards;
- e. Ensure data entry compliance with all applicable Federal Partner requirements, including HUD, VA, RHY, PATH, HOPWA, and any other identified partners;
- f. Attend relevant CoC meetings and provide data, technical expertise, and updates as needed;
- g. Ensure ongoing coordination with the Collaborative Applicant to monitor HMIS progress, troubleshoot barriers, and prioritize work aligned with CoC goals.
- h. Coordinate governance activities with the DWEL-AZ program to ensure clarity and consistency of governance policy and process.

3. Reporting

The HMIS Lead shall prepare, validate, and produce the following reports for Collaborative Applicant review and submission to HUD:

- a. Point-in-Time (PIT) Count (sheltered and unsheltered) in accordance with HUD guidance and CoC Board direction;
- b. Annual Homeless Assessment Report (AHAR);
- c. Housing Inventory Count (HIC);
- d. HUD System Performance Measures (SPMs); and
- e. Other reports as required by HUD and/or requested by the Collaborative Applicant, CES Lead, and/or CoC Board.

4. Data for Active System Management

The HMIS Lead shall:

- a. Collaborate with the Board and its committees, Collaborative Applicant, and CES Lead to produce dashboards that enable active system monitoring/management and tracking of progress towards strategic goals;
- b. Provide data needed by the Collaborative Applicant and Compliance and Performance Monitoring Committee for the CoC Consolidated Application;
- c. Provide data to the Collaborative Applicant needed for CoC Program recipient compliance and performance monitoring;
- d. Respond to emerging analysis needs that support regional coordination and planning as capacity allows.

As outlined under Section VI, all data requests will be reviewed and prioritized under a policy approved by the CoC Board.

5. HMIS Planning and Policy Development

The HMIS Lead shall:

- a. Maintain mechanisms for gathering and analyzing feedback from end users, CHO staff (administrators, managers, directors), and persons with lived experience, and report findings to the Board;
- b. In Collaboration with the HMIS and Data Systems Coordination Committee:
 - i. Conduct annual review and update of HMIS policies and procedures, including CHO participation requirements, and adjust as needed per HUD guidance; Develop and implement, upon CoC adoption, a HUD-compliant Data Quality Plan, reviewed annually;
 - ii. Develop and implement, upon CoC adoption, a HUD-compliant Data Security Plan, reviewed and updated annually;
 - iii. Develop and implement, upon CoC adoption, a Privacy Plan, reviewed annually. The plan shall address data collection limitations; purpose/use limitations; allowable uses/disclosures; openness; access/correction standards; and accountability measures;
- c. Ensure privacy protections are upheld throughout HMIS operations; and
- d. Execute HMIS Partnership Agreements with each CHO, to include:
 - i. Roles and responsibilities of each party;

- ii. Participation protocols;
- iii. Compliance requirements;
- iv. Sanctions for non-compliance; and
- v. Data-sharing terms regarding personally identifying information.

6. HMIS Grant Administration

The HMIS Lead shall:

- a. Prepare and submit the HUD HMIS project application (NOFA) in e-snaps;
- b. Develop an annual HMIS budget for review and approval by CoC Board through the grant renewal process;
- c. Identify and commit matching funds to support HUD-eligible HMIS activities;
- d. Manage grant spending and maintain all fiscal documentation and records;
- e. Administer the reimbursement process and maintain supporting records;
- f. Ensure regular (minimum quarterly) HUD grant drawdowns;
- g. Submit the Annual Performance Report (APR) in SAGE;
- h. Submit a quarterly activity/performance report to the Collaborative Applicant by the 15th following the final month in the quarter (or next business day), in a format determined collaboratively by the Collaborative Applicant and HMIS Lead;
- i. Provide required documentation to the Collaborative Applicant for grant monitoring and evaluation.

7. System Administration

The HMIS Lead shall:

- a. Oversee daily HMIS operations and system functionality;
- b. Manage vendor contracts, user licenses, and staff training;
- c. Ensure the HMIS software meets all HUD technical and functional requirements, including (but not limited to) de-duplication, historical data maintenance, and mandatory reporting capabilities;
- d. Manage all system changes in coordination with the HMIS vendor, CoC Board, Collaborative Applicant, HMIS and Data Systems Coordination Committee, and CHOs;
- e. Identify and track key project milestones related to system upgrades, training, and functionality improvements;
- f. Ensure all aspects of data processing—collection, use, transmission, storage—comply with privacy and security requirements;
- g. Develop and maintain standardized reports and queries;
- h. Conduct monthly HMIS trainings; and
- i. Maintain and regularly update the CHO Administrator and End User contact list.
- j. Work closely with the DWEL-AZ Operator to implement statewide date entry definitions and workflows, align reporting, and coordinate on data exchanges.

8. End-User Support

The HMIS Lead shall:

- a. Provide technical assistance and troubleshooting support to end users;
- b. Conduct annual and as-needed end-user training;

- c. Track and resolve technical issues;
- d. Maintain a log of report requests and fulfillments, and share with the CoC Board;
- e. Administer an annual satisfaction survey for users and stakeholders, and report findings to the CoC Board;
- f. Develop and deliver a comprehensive training curriculum that:
 - i. Covers data entry, confidentiality, privacy, security, and quality standards
 - ii. Is mandatory for all CHO primary contacts and recommended for all end users;
 - iii. Is offered at least quarterly;
 - iv. Is required prior to system access for all new users; and
 - v. Includes mandatory annual refreshers for all users.

9. HMIS Lead Agency Staff Training

The HMIS Lead shall:

- a. Allocate sufficient resources to ensure staff capacity for HUD and CoC reporting;
- b. Maintain staff capacity to deliver accurate reporting and training;
- c. Participate in at least one annual training with the HMIS vendor;
- d. Attend regional or national HMIS-related conferences to stay current on trends and best practices; and
- e. Provide ongoing staff development in effective data presentation, including use of tables, narrative summaries, and other visualization tools.

VII. Data Access, Management, and Sharing

A. Data Access and Management

It is understood that all data entered into the HMIS is maintained by the HMIS Lead Agency, which shall manage that data in accordance with federal laws and regulations, HUD data and technical standards, and Board-approved policies and procedures.

HMIS Lead and the Collaborative Applicant staff shall have access to data entered by CHO when authorized under the CoC Privacy Policy and governance procedures. The Collaborative Applicant will be provided access to HMIS to complete system-level reporting and monitoring on behalf of the Maricopa Regional CoC.

HMIS data is protected and may not be disclosed under federal, state, or local Freedom of Information laws, except by court order.

B. Data Sharing

The HMIS Lead is responsible for ensuring compliance with all CoC Board-adopted data sharing policies.

1. Statewide Requests

Data requests for statewide reporting or datasets containing information from multiple CoCs are managed by the DWEL-AZ program and governance processes. The CoC

designates voting representatives to review and approve statewide data request and lead DWEL-AZ data governance.

- The HMIS Lead will coordinate with the DWEL Operator to answer questions and define data elements to ensure DWEL Operator has what they need to accurately fulfil the request.

2. Standard Requests

The HMIS Lead may provide standard HMIS data to authorized staff or external entities. Standard HMIS data includes:

- HUD-Required Reports (e.g., APR via Sage, AHAR, PIT, HIC, CAPER, HUD System Performance Measures)
- Reports required by federal partners (e.g., VA, PATH, RHY, HOPWA)
- Common demographic reports (e.g., population counts and characteristics)
- CoC-approved dashboards
- Existing system-wide aggregate reports available on the MAG or HMIS websites

3. Non-Standard Requests

The CoC Board must be informed of and approve non-standard HMIS data requests. The Collaborative Applicant will bring potentially controversial data requests to the CoC Board for approval. Parties submitting requests for non-standard data should consult with the HMIS Lead and Collaborative Applicant on any such requests, research agreements, and shared data elements, and bring relevant information to the CoC Board for consideration in approving the request. Denial of data requests may be appealed. The HMIS Lead must ensure that the Collaborative Applicant and the CoC Board are informed of results of any research studies using HMIS data.

All data requests will be reviewed and prioritized under a policy approved by the CoC Board.

4. Publicly Available Data

All CoC members, including the HMIS Lead, may freely use any aggregate data that is publicly available.

VIII. Collaboration Between the HMIS Lead and Collaborative Applicant

The HMIS Lead and Collaborative Applicant agree to work in close partnership to ensure effective oversight and implementation of the CoC's HMIS. This includes shared responsibility for staffing the CoC's HMIS and Data System Coordination Committee. The Collaborative Applicant will provide backbone support for the committee, including convening chairs and staff for agenda planning/meeting prep, managing meetings logistics, supporting facilitation, and developing meeting minutes. The HMIS Lead will be responsible for substantive content, including drafting HMIS policy and procedure documents, managing timelines and workplans related to HMIS deliverables, and leading the development and refinement of system processes. Both parties commit to

maintaining open communication, sharing relevant updates, and collaborating to ensure the HMIS is compliant, responsive, and aligned with the CoC's broader strategic goals.

IX. Duration, Requirement to Recompete, and Review of MOU

Except as provided in Section IX (Termination), the duration of this MOU shall be from the date that the MOU is executed through December 30, 2026. As outlined in the CoC Governance Charter, the Board will recompete each staffing entity role every four years, unless the Board opts to temporarily waive this requirement, in which case it must recompete the role within six years.

Notwithstanding the overarching duration, the MOU will be reviewed on an annual basis by the Board's Executive Committee in accordance with its duties to monitor CoC functioning and support identification of annual priorities. Revisions may be recommended by either party, during the annual review or at any other time should time sensitive issues arise that warrant more immediate attention.

Any modifications or amendments that are mutually agreed upon by and between the parties to this MOU shall be incorporated into the MOU and shall go into effect upon signature of both parties.

X. Notices/Communication

Notices shall be mailed, emailed or delivered to:

If to the CoC Board

Matthew Kelly
Housing Manager
Mercy Care
4750 S. 44th Place, Ste. 150
Phoenix, AZ 85040
KellyM5@mercycaresaz.org

Timothy Burch
Director of Community Health and Human Services
City of Tempe
3500 S. Rural Rd., Suite 202
Tempe, AZ 85282
Tim_Burch@tempe.gov

If to the HMIS Lead

Renisha Pool
Contracts Administrator
1275 W Washington Street, Suite 210
Tempe, AZ 85288
contracts@solari-inc.org

XI. Failure to Adhere to MOU

Failure to adhere to this MOU may result in the institution of a performance improvement plan and/or termination of HMIS Lead designation.

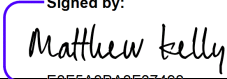
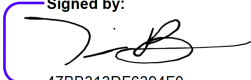
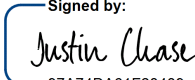
XII. Termination (Outside of Recompete Periods)

Outside of required recompete periods, either party may terminate this agreement at any time by providing at least ninety (90) days written notice to the other parties. If the funds relied on to undertake activities described in this MOU are withdrawn or cancelled, any party may terminate this MOU within sixty (60) days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination, but no sooner than 60 days. If the funds relied on to undertake activities described in the MOU are reduced, or if additional conditions are placed on such funding, the parties agree to attempt an amendment of the scope of work of this MOU prior to termination notice.

Any termination prior to the annual contract end date must be done with the approval and in accordance with the guidance of HUD, including the transfer of relevant funding in proportion to the remaining time on the grant or contract at the point the current HMIS Lead concludes services and transfers responsibilities to the newly designated HMIS Lead.

XIII. Execution

This MOU is entered and agreed to on behalf of the Maricopa Regional Continuum of Care Board and Solari, Inc by:

Signed by:  E0F5A0DA3F0749C... Maricopa Regional CoC Board, Co-Chair Matthew Kelly, Housing Manager Mercy Care	11/24/2025 Date
Signed by:  47DB243D5630450... Maricopa Regional CoC Board, Co-Chair Timothy Burch, Director of Community Health and Human Services City of Tempe	11/24/2025 Date
Signed by:  07A74BA64F28480... HMIS Lead Justin Chase/CEO Solari, Inc.	12/1/2025 Date