This agreement is entered into on _____(dd/mm/yy) between the Kings/Tulare Homeless Alliance, hereafter known as "KTHA", Kings United Way, hereafter known as "KUW", and _____ (agency name), hereafter known as "Agency," regarding access and use of the Homeless Management Information System, hereafter known as "HMIS."

I.   Introduction

The HMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout Kings and Tulare Counties, to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

The HMIS goals are to:
- Improve coordinated care for and services to homeless persons in Kings and Tulare Counties,
- Provide a user-friendly and high quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning, and
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and other funders as needed.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless. KTHA/KUW administers the HMIS through a subcontract with Eccovia Solutions.

II.   KTCOC/KUW Responsibilities

1. KTHA/KUW will provide the Agency 24-hour access to the HMIS data-gathering system, via internet connection.
2. KTHA/KUW will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted in local implementation of HMIS functions.
3. KTHA/KUW will provide both initial training and periodic updates to that training for core Agency Staff regarding the use of the HMIS, with the expectation that the Agency will take responsibility for conveying this information to all Agency Staff using the system.
4. KTHA/KUW will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 AM. to 5:00 PM. on Monday through Friday (with the exclusion of holidays). HMIS staff will also be accessible during non-standard operating hours in accord with procedures that will be published and periodically updated by KTHA/KUW.
5. KTHA/KUW will not publish reports on client data that identify specific agencies or persons, without prior agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the HMIS database.
6. KTHA/KUW's publication practice will be governed by policies established by relevant committees operating at the HMIS level and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

III. Privacy and Confidentiality

A. Protection of Client Privacy

1. The Agency will comply with all applicable federal, state and local laws regarding protection of client privacy.
2. The Agency will comply specifically with Federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of alcohol and/or drug abuse records.
3. The Agency will comply specifically with the *Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164*, and corresponding regulations established by the U.S. Department of Health and Human Services.
4. The Agency will comply with all policies and procedures established by HMIS pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of HMIS' *Privacy Notice* [1] (or an acceptable Agency-specific alternative) to each consumer. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the *Privacy Notice* or associated Consent Form(s).
2. The Agency will not solicit or enter information from clients into the HMIS database unless it is essential to provide services or conduct evaluation or research.
3. The Agency will not divulge any confidential information received from the HMIS to any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.
4. The Agency will ensure that all persons who are issued a User Identification and Password to the HMIS abide by this *Agency Agreement*, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
5. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User License.
6. The Agency agrees that those granted Agency Administrator systems access must first become certified as an HMIS Agency Administrator through training provided by the KTHA/KUW or KTHA/KUW designated trainers.
7. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

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[1] HMIS *Privacy Notice* provided by KTCOC/KUW.

C. Inter-Agency Sharing of Information

1. The Agency acknowledges that all forms provided by HMIS regarding client privacy and confidentiality are shared with the Agency as generally applicable models that may require specific modification in accord with Agency-specific rules. The Agency will review and revise (as necessary) all forms provided by HMIS to assure that they are in compliance with the laws, rules and regulations that govern its organization but in no case shall the agency relax any confidential rules established by this HMIS *Agency Agreement* or any other HMIS policy or procedure.

2. The Agency agrees to develop a plan for all routine sharing practices with partnering Agencies and document that plan through a fully executed *Interagency Data Network Sharing Agreement*,[2] hereafter known as *IDNSA(s).*

3. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agencies in the System. The Agency will document client consent on the HMIS *Client Consent - Release of Information for Data Sharing*.[3]
   Note: Each KTHA/KUW HMIS user will have access to Primary client identifiers, as defined in the Policy and Procedures manual, for all open client records in order to reduce the creation of duplicate client records.

4. If the client has given approval through a completed HMIS *Client Consent - Release of Information for Data Sharing*, the Agency may elect to share information according to *IDNSA(s)* that the Agency has negotiated with other partnering agencies in HMIS.

5. The Agency will incorporate an HMIS release clause into its existing *IDNSA(s)*[4] if the Agency intends to share restricted client data within the HMIS. Restricted information, including progress notes and psychotherapy notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall <u>not</u> be shared with other participating Agencies without the client's written, informed consent as documented on the Agency-modified *Client Consent - Release of Information for Data Sharing*. Sharing of restricted information must also be planned and documented through a fully executed *IDNSA*.

6. Agencies with whom information is shared are each responsible for obtaining appropriate consent(s) before allowing further sharing of client records.

7. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the HMIS.

8. The Agency agrees to place all *Client Consent - Release of Information for Data Sharing* forms related to the HMIS in a file to be located at the Agency's business address and that such forms will be made available to the KTHA/KUW for periodic audits. The Agency will retain these HMIS-related *Client Consent - Release of Information for Data Sharing* forms for a period of seven (7) years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

9. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

D. Custody of Data

1. The Agency acknowledges, and KTHA/KUW agrees, that the Agency retains ownership over all information it enters into the HMIS.

2. In the event that the HMIS Project ceases to exist, Member Agencies will be notified and provided reasonable time to access and save client data on those served by the agency, as

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[2] HMIS *Interagency Data Network Sharing Agreement* provided by KTHA/KUW.
[3] HMIS *Client Consent - Release of Information for Data Sharing* provided by KTHA/KUW.
[4] HMIS *Interagency Data Sharing Agreement* provided by KTHA/KUW.

well as statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored.

3. In the event that KTHA/KUW ceases to exist, the custodianship of the data within HMIS will be transferred by KTHA/KUW to another organization for continuing administration, and all HMIS Member Agencies will be informed in a timely manner.

IV. Data Entry and Regular Use of HMIS

1. The Agency will not permit User ID's and Passwords to be shared among users.
2. If a client has previously given the Agency permission to share information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission with regard to one or more of these agencies, the Agency will contact its partner agency/agencies and explain that, at the client's request, portions of that client record will no longer be shared. The Agency will then "lock" those portions of the record, impacted by the revocation, to the other agency or agencies.
3. If the Agency receives information that necessitates a client's information be entirely removed from the HMIS, the Agency will work with the client to complete a written request to delete the client's information, which will be sent to the HMIS for de-activation of the client record.
4. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, Shelter + Care Program, or HUD Emergency Shelter Grant Program..
5. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time, data entry.
6. The Agency will routinely review records it has entered in the HMIS for completeness and data accuracy. The review and data correction process will be made according to HMIS' published *Policies and Procedures*[5].
7. The Agency will not knowingly enter inaccurate information into HMIS.
8. The Agency acknowledges that with a current standard HMIS *Client Consent - Release of Information for Data Sharing* form on file, it can update, edit, and print out a client's information. Once the HMIS *Client Consent - Release of Information for Data Sharing* expires, the Agency can no longer edit or print the record.
9. The Agency acknowledges that once that *Client Consent - Release of Information for Data Sharing* expires, any new information entered into the database will be closed to sharing. Information entered before the date of the expired release will continue to be available to the sharing partners.
10. The Agency acknowledges that a modified agency *IDNSA* form, with an HMIS clause, permits it to share restricted client information with select agencies in compliance with the Agency's approved Confidentiality Policies and Procedures.
11. The Agency acknowledges that assessment screens can only be edited by the individual that originally enters the data. The Agency will create a separate assessment, as needed, to indicate a change in a client's status, enter updates, or edit incorrect information.
12. The Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.
13. The Agency will utilize the HMIS for business purposes only.
14. The Agency will keep updated virus protection software on Agency computers that access the HMIS.
15. Transmission of material in violation of any United States Federal or State regulations is prohibited.

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[5] HMIS *Policies and Procedures* as provided by KTCOC/KUW.

16. The Agency will not use the HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
17. The Agency agrees that the HMIS or the local Continuum of Care Planning Committee may convene local or regional User Meetings to discuss procedures, updates, policy and practice guidelines, data analysis, and software/ hardware upgrades. The Agency will designate at least one specific Staff member to regularly attend User Meetings.
18. Notwithstanding any other provision of this *Agency Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of HMIS that KTHA/KUW publishes from time to time.

V. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the HMIS that is specific to its own services.
2. The Agency acknowledges that the release of aggregated information will be governed through policies established by relevant committees operating at the HMIS and Continuum of Care level. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

VI. Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the HMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the HMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

VII. Hold Harmless

1. KTHA and KUW make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold KTHA/KUW harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the HMIS; or arising from any acts, omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold KTHA/KUW harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Eccovia Solutions, by the Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. KTHA/KUW shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of KTHA/KUW.
2. The Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars ($500,000). Said insurance policy shall include coverage for theft or damage of the Agency's HMIS-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement. Agency may satisfy these insurance requirements by a program of self-insurance.
3. Provisions of Section VII shall survive any termination of the Agency Agreement.

VIII.Terms and Conditions

1. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.
2. The Agency shall not transfer or assign any rights or obligations under the *Agency Agreement* without the written consent of KTHA/KUW.
3. This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breeches of this agreement. Should such situations arise, the HMIS may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.
5. The parties agree that Kings United Way (KUW) is a third-party beneficiary of this contract and may enforce the terms and provisions of this contract as applicable. Further, the terms, conditions and agreements contained in this *Agency Agreement* may not be changed without the express written consent of KUW.
6. The Agreement contains the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by or changed with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement. Any change, modification, or waiver must be in writing and signed by both parties.
7. Neither party shall assign or transfer its rights, responsibilities or obligations under this Agreement.
8. In the event that any provision of this Agreement shall be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
9. This Agreement shall be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one in the same instrument.
10. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All parties hereby agree to the jurisdiction of the courts of the State of California with respect to any legal proceedings arising out of this Agreement, and further agree to Kings County, California as the place of venue for any such action.
11. Fee schedule is hereby incorporated as Exhibit A.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

Agency: KTHA/KUW:

_____   _____

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A
Fee Schedule

Participation Fee

Agency agrees to pay an annual participation fee to Kings United Way to receive access to, and participate in, the KTHMIS. The annual fee will be invoiced by, and payable to, Kings United Way. The annual fee schedule is as follows:

2019 User Licensing Fees

NUMBER of SEATS	AGENCY COST
1-3	$3,000
4-6	$6,000
Each group of 3 thereafter	$3,000

The annual fee includes initial end user training and two hours of technical support per month.

The annual fee is subject to change, in the sole discretion of Kings United Way, based upon consideration of HUD awards for KTHMIS, costs from the HMIS software vendor, and KTCOC recommendations concerning equitable Agency participation fees, based upon number of users. Fee increases typically occur at the end of each year for the following year.