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The Alameda Countywide Homeless Management Information System (HMIS) known as HMIS is an information system that maintains information regarding the characteristics and service needs of Clients. HMIS will facilitate more effective and streamlined services to Clients and create information that communities can use to determine the use and effectiveness of services.

The HMIS system is designed to benefit multiple stakeholders, including persons using homeless-targeted services, provider agencies, jurisdictions, other systems of care, funders and the community. Improved knowledge gained from HMIS about various communities with special needs and their service usage will lead to a more effective and efficient service delivery system.

EveryOne Home (EveryOne Home) has been designated through a broad community planning process to oversee the planning, funding, implementation and on-going operation of the HMIS system.

\_\_\_\_\_ ("Agency" or "Jurisdiction") has elected to participate in the HMIS system.

Agency/Jurisdiction and EveryOne Home agree as follows:

## 1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
  - (i) "Client" refers to a consumer of services.
  - (ii) "Agency" or "Agency/Jurisdiction" refers generally to any Agency or Jurisdiction participating in the HMIS system in accordance with a current HMIS Partner Memorandum of Understanding.
  - (iii) "Agency staff" refers to paid employees, volunteers, affiliates, contractors, and associates of Agencies and Jurisdictions using HMIS.
  - (iv) "EveryOne Home staff" refers to the EveryOne Home Director, other EveryOne Home employees, volunteers, affiliates, contractors, and associates performing tasks pertaining to HMIS on behalf of the EveryOne Home.
  - (v) "HMIS" refers to the Alameda Countywide Homeless Management Information System.
  - (vi) "Enter(ing)" or "entry" refers to the input of any Client information into HMIS.
  - (vii) "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of Intake or Assessment information which has been entered in HMIS with another Partner Agency/Jurisdiction.
  - (viii) "HMIS Oversight Committee" refers to the EveryOne Home's governing body responsible for advising about and overseeing the implementation and operation of the HMIS. The HMIS Oversight Committee is composed of representatives from EveryOne Home, other stakeholders, and subject-specific members. A list of the current members of the HMIS Oversight Committee is available from the EveryOne Home Director.

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- (ix) “Identified or Confidential Data” refers to Client data containing Protected Personal Identifiers, also known as Personal Identifying Information, that can be used to identify a specific Client.
  - (x) “De-identified Data” refers to data that has Client-specific information removed, allowing use of the data **without identifying** a specific Client. Also referred to as “non-identifying” or “aggregate” information.
- b. Agency/Jurisdiction understands that when it enters information into HMIS, such information will be available to the EveryOne Home staff or contractors who may review the data to administer HMIS; to conduct analysis; and to prepare reports which may be submitted to others in de-identified aggregate form **without** individual identifying Client information.
  - c. Agency/Jurisdiction understands that Client will have the ability to indicate whether Intake or Assessment information Agency/Jurisdiction entered into HMIS may be shared with and accessible to Partner Agencies/Jurisdictions outside of the HMIS system. Agency/Jurisdiction is responsible for designating within HMIS, according to Client’s desire, whether Intake information may or may not be shared.
  - d. Correspondence with other communities about the HMIS system or the Countywide HMIS will be directed to and originate from the EveryOne Home Director.

## 2. Supplemental Documents:

Three additional documents further lay out expectations and agreements among the parties using the HMIS system. These include the HMIS Policies and Procedures Manual, the HMIS User Agreement, and the Privacy Agreement. These documents are distinct yet supplemental to this agreement to allow updating of said documents from time to time according to the system governance guidelines in the Policies and Procedure Manual.

- a. **HMIS Policies and Procedures Manual** details the policy and implementation steps for roles and responsibilities, privacy requirements, notification of privacy protections, access privileges, breach of confidentiality and/or security, client rights, maintenance of system security and data integrity, training requirements, reporting of data, and system governance.
- b. **HMIS User Agreement** specifically details the obligations and responsibilities of each User of the HMIS system. Each HMIS User must agree to abide by and sign the User Agreement.
- c. **Privacy Agreement** details the obligations and responsibilities of each person who collects data for and/or utilizes sensitive data generated from HMIS. Anyone who collects data for or works with data generated by the HMIS system that contains Protected Personal Identifiers must agree to abide by and sign the Privacy Agreement.

Agency/Jurisdiction and EveryOne Home staff will abide by the HMIS Policies and Procedure Manual, the HMIS User Agreement, and the Privacy Agreement at all times. Agency/Jurisdiction will monitor its staff in such a way as to reasonably insure compliance with the Policies and Procedure Manual, the User Agreement, and the Privacy Agreement by its entire staff.

## 1. **Additional Confidentiality Protections:**

- a. The Agency/Jurisdiction will uphold applicable federal and state confidentiality regulations and laws that protect Client records.
- b. The Agency/Jurisdiction shall only release client records with signed consent by the client or in accordance with applicable law.
- c. The Agency/Jurisdiction shall verbally explain to a Client about the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that Client is not literate in English or has difficulty understanding the consent form.

## 2. **Storage of Data:**

The Agency/Jurisdiction understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located at Bitfocus, Inc. offices at 5940 S Rainbow Blvd, Suite 400, Las Vegas, Nevada 89118-2507.

## 3. **Readiness for Implementation and Use of HMIS:**

Agency/Jurisdiction must complete specific tasks listed below for implementation of HMIS. The primary readiness tasks are noted below. EveryOne Home staff must verify completion of all Readiness tasks. Failure to complete all readiness tasks at Agency/Jurisdiction may result in delay of the implementation.

- a. **Technological Readiness Assessment:** Agency/jurisdiction will correct all mandatory findings identified in their Technological Readiness Assessment.
- b. **Privacy Notice:** Agency/Jurisdiction must create or adapt an existing privacy notice detailing the Use and Disclosure of Client data within HMIS.
- c. **Workflow Document:** Agency/Jurisdiction must produce a Workflow Document as detailed by EveryOne Home Staff.
- d. **Privacy and Security Certification Training:** All Agency/Jurisdiction staff that conduct Intake functions or handle data containing Protected Personal Identifiers must successfully complete the HMIS Privacy and Security Certification Training before conducting Intakes or Assessments (including paper-based forms) for HMIS or handling such data.
- e. **ClarityHS User Training:** All users of the HMIS system must complete an HMIS Clarity User Training (after completing the Privacy and Security Certification Training) before being given access to a User license.
- f. **Agency/Jurisdiction-specific Set-up Information:** Agency/Jurisdiction will complete all programmatic diagramming, selection of picklists, identification of custom data fields, and other items as requested by the System Administrator in order to be set up in the software.

## 4. **No Conditioning of Services:**

Agency/Jurisdiction will not make sharing of Client Intake information in HMIS a condition for receiving any services.

**5. Restrictions on Release of Information from HMIS:**

Agency/Jurisdiction agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

**6. Availability and Assistance:**

- a. All requests for troubleshooting or other assistance regarding the software or system utilization shall be directed to the EveryOne Home's HMIS System Administrator.
- b. HMIS staff will be reasonably available during the EveryOne Home's weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- c. Requests for assistance will be addressed within two working days from receipt of the request. Concerns, complaints, or other communication about the competency and/or responsiveness of HMIS staff shall be directed to the EveryOne Home Director.
- d. Partner Agency/Jurisdiction shall not direct any inquiries directly to the software vendor.

**7. Records:**

Agency/Jurisdiction and the EveryOne Home will maintain records of any disclosures of Client identifying information for a period of three years after such disclosure. Upon written request of a Client, Agency/Jurisdiction and EveryOne Home staff will provide an accounting of all such disclosures within the prior three-year period. The EveryOne Home will have access to an audit trail from HMIS to produce an accounting of disclosures made from one Agency/Jurisdiction to another.

**8. Use of HMIS:**

- a. Agency/Jurisdiction and EveryOne Home Staff will use HMIS for its legitimate business purposes only.
- b. The Agency/Jurisdiction shall use Client information in the HMIS system, as provided to the Agency/Jurisdiction, to assist the Agency/Jurisdiction in providing adequate and appropriate services to the Client.
- c. Agency/Jurisdiction and its staff will not access identifying information for any individual for whom services are neither sought nor provided by the Agency/Jurisdiction. Agency/Jurisdiction may access identifying information for its Clients and may request access to statistical, non-identifying information on both its Clients and Clients served by other HMIS participating agencies.
- d. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- e. Agency/Jurisdiction will not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

**9. Fee:**

- a. The EveryOne Home will cover the majority of Agency/Jurisdiction-specific costs (e.g. licenses) and system administration costs (e.g. HMIS staff) beginning July 1, 2005.
- b. Agency/Jurisdiction is responsible for costs associated with connectivity to the internet, hardware that is compliant with software, privacy and security requirements, staff time for HMIS training activities, and staff data entry time.
- c. While the EveryOne Home has every intention of maintaining this funding arrangement, the EveryOne Home reserves the right to charge the Agency/Jurisdiction fees to cover funding shortfalls and/or agency/jurisdiction-specific costs in excess of planned allocations.
- d. Any fees not specific to an Agency/Jurisdiction requiring support in excess of planned allocations will be proposed by the HMIS Oversight Committee of EveryOne Home, presented to the HMIS partners for comments, and adopted by the HMIS Oversight Committee following review of partner feedback and HMIS financials. Agency/Jurisdiction will have sufficient time to identify appropriate resources.

**10. Damage to HMIS:**

Agency/Jurisdiction shall take due diligence not to cause in any manner, or way, corruption of HMIS, and Agency/Jurisdiction agrees to be responsible for any damage it may cause.

**11. Community Stakeholders:**

EveryOne Home Staff will consult with the EveryOne Home, Partner Agencies/Jurisdictions, and other stakeholders from time to time regarding community-wide issues such as revision to policy, procedures, and forms.

**12. Grievance:**

Written Agency/Jurisdiction complaints that are not resolved within the Agency/Jurisdiction may be forwarded to the HMIS Grievance and Security Committee of the HMIS Oversight Committee, which will try to reach a voluntary resolution of the complaint.

**13. Limitation of Liability and Indemnification:**

- a. No party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement. The parties intend that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.
- b. To the fullest extent permitted by law, Agency/Jurisdiction agrees to indemnify, defend, and hold EveryOne Home, its agents, officials, and staff harmless from and against any and all claims, losses, damages, liabilities, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency/Jurisdiction's obligations under this Agreement.

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- c. To the fullest extent permitted by law, EveryOne Home agrees to indemnify, defend, and hold Agency/Jurisdiction, its agents, officials, and staff harmless from and against any and all claims, losses, damages, liabilities, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency/Jurisdiction's obligations under this Agreement.
  - d. The EveryOne Home shall not be held liable to any member Agency/Jurisdiction for any cessation, delay or interruption of hosting or software services, nor for any malfunction of hardware, software or equipment. Liability and complaints regarding the EveryOne Home's responsiveness to technical assistance requests shall be directed to the HUD Compliance Committee.

**17. Additional Terms and Conditions:**

- a. Agency/Jurisdiction will abide by such rules and regulations promulgated by HUD and/or the EveryOne Home and/or the HMIS Oversight Committee regarding administration of HMIS.
- b. Agency/Jurisdiction and EveryOne Home intend to abide by applicable law. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency/Jurisdiction and EveryOne Home agree to modify the terms of this agreement so as to comply with applicable law. No such change to particular sections will impact the validity or standing of other parts of the Agreement.
- c. Neither EveryOne Home nor Agency/Jurisdiction will transfer or assign any rights or obligations regarding Alameda Countywide HMIS without the written consent of either party.

**18. Termination:**

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 60 day written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of HMIS security or confidentiality by Agency/Jurisdiction. Exercising termination rights may affect Agency/jurisdiction's eligibility for federal funding including those that are locally administered (e.g. SHP, ESG, CDBG, CSBG, and HOPWA).

- d. If this Agreement is terminated, Agency/Jurisdiction will no longer have access to HMIS. EveryOne Home and the remaining Partner Agencies/Jurisdictions will maintain their right to use all of the Client information previously entered by Agency/Jurisdiction except to the extent a restriction is imposed by Client or law.
- e. Upon termination, EveryOne Home will notify representatives of the jurisdiction(s) in which the Agency/Jurisdiction provides services.
- f. If this Agreement is terminated, the EveryOne Home and remaining Partner Agencies/Jurisdictions shall maintain their right to use all Client data previously entered by the terminating Partner Agency/Jurisdiction; this use is subject to any restrictions requested by the Client and by the Policies and Procedures Manual.
- g. Upon termination, copies of Agency/Jurisdiction data will be provided to the Agency/Jurisdiction. Data will be provided on CDs or other mutually agreed-upon media.

- h. Unless otherwise specified in writing, copies of data will be delivered to Agency/Jurisdiction within twenty-one (21) calendar days of receipt of written requests for data copies.
- i. If termination is being pursued by EveryOne Home due to breach of contract, Agency/Jurisdiction will receive notice of breach and have the right to address and correct said breach. Only in the absence of appropriate and reasonable intervention and resolution by Agency/Jurisdiction will termination of Agency/Jurisdiction participation be completed by EveryOne Home.

**Signed,**

\_\_\_\_\_  
**Signature of Executive Director/Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Print Executive Director/Manager Name

\_\_\_\_\_  
Agency/Jurisdiction Name

\_\_\_\_\_  
Street and/or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
**Signature of Alameda County Housing and  
Community Development Department Director**  
Michelle Starratt

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of EveryOne Home Director**  
Elaine deColigny

\_\_\_\_\_  
**Date**