

**Category D Contributory HMIS Organization Agreement (“Agreement”)
For San Antonio / Bexar County Continuum of Care
Homeless Management Information System (“HMIS”)**

HMIS is a client information system that provides a standardized assessment of the needs of those individuals that utilize social services related to homelessness (“**Clients**”), creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measurements. Agencies entering into HMIS must follow the HUD Data Standards, originally released in 2005 and last updated in 2020, and as revised from time to time (“**HUD Standards**”). Haven for Hope (“**H4H**”) is the HMIS lead agency and system administrator for the City of San Antonio and Bexar County.

Each agency that intends to access HMIS shall be considered a Contributory HMIS Organization (“**CHO**”). Prior to any representative of a CHO being given access to HMIS, the CHO shall sign and deliver this Agreement to H4H on an annual basis to indicate and reaffirm the CHO’s responsibility to comply with the following provisions:

- A. Confidentiality.** In connection with its use of HMIS, the CHO shall comply with all relevant federal and state privacy and information security regulations and laws (“**Regulations**”) that protect Clients’ information (“**Client Information**”) and shall only release Client Information in accordance with written consent of the Client, or as expressly permitted by the Regulations.
1. Subject to the requirements of the Texas Public Information Act, the CHO shall comply with the HMIS Privacy and Security Standards promulgated by HUD on July 30, 2004 at 69 FR 45927 (as revised from time to time) (“**HMIS Privacy Standards**”), and also the federal confidentiality Regulations in 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, these Regulations prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or is otherwise permitted by 42 CFR Part 2.
 2. The CHO shall not solicit or input information from Clients into HMIS, including but not limited, to any HMIS data elements that are prohibited by law from being included in HMIS.. The CHO agrees not to release any Client Information received from HMIS to any organization or individual without the Client’s express written consent (or as otherwise permitted by the Regulations).
 3. The CHO shall ensure that all individuals affiliated with the CHO that are issued a User ID and password (“**Access Credentials**”) for HMIS (each, a “**User**”) receive basic user training provided by the H4H HMIS Department. The CHO shall ensure that its Users do not share Access Credentials with any other person or entity. The CHO shall inform the H4H HMIS Department as soon as possible, but no later than twenty-four (24) hours after the occurrence of any circumstances resulting in the need to deactivate a User’s Access Credentials (e.g. if a User leaves the CHO’s organization or otherwise no longer has a business need to access HMIS).
 4. The CHO shall be bound by all restrictions placed upon the data by any Client. The CHO shall diligently abide by all restrictions requested or documented in HMIS. The CHO shall not knowingly enter false or misleading data under any circumstances, and shall notify HMIS Service Desk of any incorrect or erroneous information upon becoming aware of the error.

B. Use of Client Information.

1. The CHO shall view and use Client information in HMIS solely for the purpose of assisting the CHO in providing adequate and appropriate services to the Client.

C. Compliance; CHO's Indemnity; Limitation of Remedies.

1. The CHO shall ensure that its Users are bound by the same restrictions and conditions that apply to the CHO under this Agreement, and shall cause its Users to comply herewith.
2. The CHO shall use appropriate safeguards to prevent the unauthorized use or disclosure of Client Information in HMIS, and shall designate an HMIS Security Officer who implements information security measures, ensures completion of Client Information privacy and security awareness training by Users annually, and conducts quarterly security reviews.
3. The CHO agrees to notify H4H as soon as possible upon becoming aware of any unauthorized access, use or disclosure of Client Information in HMIS, or any use of HMIS except as permitted by the HUD Standards.
4. **THE CHO HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS H4H AND ALL OTHER CHO'S (INCLUDING THEIR RESPECTIVE OFFICERS, USERS, DIRECTORS, EMPLOYEES, PROFESSIONAL ADVISORS, AND AGENTS) FROM AND AGAINST ALL DEMANDS, CLAIMS, SUITS, PROCEEDINGS, JUDGMENTS, SETTLEMENTS, ARBITRATION AWARDS, DAMAGES, LOSS, COST, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), SANCTIONS, FINES AND PENALTIES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CHO AND /OR ANY OF ITS REPRESENTATIVES IN VIOLATION OF THIS AGREEMENT.**
5. **NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

D. TERMINATION; MISCELLANEOUS.

1. **EITHER PARTY MAY TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY. IN ADDITION, EITHER PARTY MAY TERMINATE THIS AGREEMENT IF THE OTHER PARTY ("DEFAULTING PARTY") FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUCH FAILURE IS NOT CURED WITHIN SEVEN (7) DAYS AFTER THE DEFAULTING PARTY RECEIVES** a written notice of default from the other Party. Termination of this Agreement shall be without prejudice to any claims or obligations arising or accruing hereunder prior to the date of termination. Sanctions for violating this Agreement may include, in addition to any other remedies available at law or in equity, the requirement of additional training, the suspension/revocation of HMIS privileges, and the filing of criminal charges, if appropriate.
2. This Agreement may only be modified by a written amendment signed by both Parties. Waivers shall be express, written and signed by the Party bound thereby. There are no third-party beneficiaries of this Agreement other than the indemnitees listed in paragraph C (4) above.
3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas without reference of conflicts of law's provisions. **Any dispute hereunder shall be brought exclusively in the state or federal courts located in Bexar County, Texas, and each Party agrees to waive its right to a trial by jury in any such proceeding.**
4. Notices shall be in writing and delivered by hand, email, overnight courier, or certified or registered

U.S. Mail, to the recipient's address below (or as modified in writing from time to time) and shall be deemed to be duly given when received on a business day (or the next following business day if the day of receipt is a non-business day).

IN WITNESS HEREOF, CHO has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

CHO HMIS Security Officer: _____

CHO HMIS Security Officer Email: _____
This will be the point of contact for your project to ensure confidentiality of the system and address potential violations of HMIS Policies & Procedures or HIPAA standards. Appropriate contacts include HR staff or Manager level staff and above. We also ask that this person conduct a quarterly security review to ensure Users are appropriately protecting the data in HMIS (no displayed passwords, locking computer screens, etc.).

All CHOs must review and be willing to adhere to the following: *(The documents below are located on the HMIS Recourses page.)*

- HMIS Policies and Procedures (2020)**
- HMIS Data Quality Plan (2020) and Thresholds**
- HMIS Security Awareness Training Presentation**
- 2020 HUD Data Standards Manual**