Category A, B, and C

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 data into HMIS must follow the FY 2026 HMIS Data Standards promulgated by HUD and effective October 1, 2025, and as revised from time to time ("HUD Standards") for entering universal and program-specific data elements. Close to Home, formerly known as The South Alamo Regional Alliance for the Homeless ("Close to Home"), serves as the governing body of the San Antonio / Bexar County Continuum of Care Board ("CoC"), which oversees designating the agency that serves as the HMIS Lead Agency. Haven for Hope ("Haven") is the current 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 Haven 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 FY 2026 HMIS Data Standards promulgated by HUD and effective October 1, 2025, as revised from time to time ("HUD 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 unless it is essential to provide services; to conduct evaluations; for advocacy purposes, or as otherwise required or permitted by the HUD Standards. The CHO agrees not to release any Client Information received from HMIS to any organization or individual without the Client's express written, verbal, or digital consent (or as otherwise permitted by the Regulations and HMIS Policies and Procedures). The CHO shall not enter into HMIS any data elements that are prohibited by law from being included in HMIS. However, for the purpose of avoiding duplication of individuals within HMIS, the CHO shall input universal data elements (e.g., name, date of birth, social security number) relevant to all service recipients regardless of whether information specific to the services is allowed to be input into HMIS.

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 Haven 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 Haven 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 verbally explain to each Client the nature of the database prior to inputting any information into HMIS concerning the Client, and shall use reasonable efforts to obtain a written, verbal, or digital Release of Information in accordance with the HUD Standards from each Client. The CHO will encourage Clients to participate in the collection of information.
5. The CHO shall be bound by all restrictions placed upon the data by any Client. The CHO shall diligently record in HMIS all restrictions requested. The CHO shall not knowingly enter false or misleading data under any circumstances, and shall correct any erroneous information upon becoming aware of the error.
6. If this Agreement is terminated, Haven and all other HMIS users shall continue to have the right to use all Client data previously entered into HMIS by the terminating CHO.
7. If a Client does not consent to sharing his or her information, the Client profile shall be set to "Not Shared" by the CHO that created the profile.

B. Use of Client Information and Data Entry.

1. The CHO shall only enter individuals in HMIS that exist as Clients within Bexar County or within other counties if required by the CHO, and the CHO has first obtained the written approval of the Haven HMIS Department.
2. The CHO shall use Client information in HMIS solely for the purpose of assisting the CHO in providing adequate and appropriate services to the Client.
3. The CHO shall consistently enter Client information into HMIS on a timely basis consistent with the HMIS Data Quality Monitoring Plan as modified by the Close to Home HMIS sub-committee from time to time.

C. Acceptable Use Policy.

With respect to the CaseWorthy software application, materials and content (collectively, the "Application"), CHO will not and will ensure that its Users do not:

1. Disassemble, decompile, reverse engineer, translate, modify, make derivative works, or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Application or any files contained in or generated using the Application;
2. Transmit any content or data that is unlawful or infringes any intellectual property rights;
3. Use the Application in an unlawful manner or for any unauthorized business, including for the benefit of any third-party businesses;
4. Use the Application to develop a competitive product or services; copy any features, functions or graphics of CaseWorthy's website or Application; or allow a direct competitor of CaseWorthy to access or use the Application through CHO's or its User's accounts;
5. Upload any data that contains any libelous or unlawful material, or any materials that may cause harm or injury or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights;
6. Do or authorize any third party to do any act that would invalidate or adversely affect in a material manner any intellectual property rights of CaseWorthy, or do or authorize any third party to make any omission that would have that effect;
7. Obtain or attempt to obtain any materials or information on or through the Application or CaseWorthy's system through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining; or

8. Use the Application or CaseWorthy's website or system in any manner which could damage, disable, overburden, or impact the Application or system, interfere with any other party's use and enjoyment thereof, or circumvent or endanger the operation or security of the system.

CHO or its respective User's failure to abide by the Acceptable Use Policy may result in immediate suspension of the CHO and/or User's access to and use of the Application.

D. 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 Haven as soon as possible, but no later than three (3) business days 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 HAVEN, CLOSE TO HOME, THE COC, CASEWORTHY, AND ALL OTHER CHOS (AND WITH REGARD TO EACH, 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. IN NO EVENT SHALL HAVEN, CLOSE TO HOME, THE COC, CASEWORTHY, AND ALL OTHER CHOS (AND WITH REGARD TO EACH, THEIR RESPECTIVE OFFICERS, USERS, DIRECTORS, EMPLOYEES, PROFESSIONAL ADVISORS, AND AGENTS) BE LIABLE FOR CHO'S ALLEGED LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR CHO'S USE OF THE SOFTWARE, OTHER SERVICES, OR THE APPLICATION.**

E. 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 or civil 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 D(4) above.

3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas without reference to conflicts of law 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 Name:			
Project Name(s):			
By:			
Name:		**Title:**	
Effective Date:			

[Signature – Must be by the CHO CEO or Executive Director]

HMIS CONTACT INFORMATION

Attn.:	Ryan Orsinger
Address:	1 Haven for Hope Way, TC Bldg. #3–Administration, San Antonio, TX 78207
Email:	Ryan.Orsinger@havenforhope.org
Phone:	(210) 220-2166
HMIS Security & Compliance Officer:	Lauren Khaug
Phone:	(210) 220-2134
Email:	lauren.khaug@havenforhope.org

CHO CONTACT INFORMATION

Attn.:	
Address:	
Email:	
Phone:	
HMIS Rep:	
Rep Email:	
CHO HMIS Security Officer Name:	
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. The CHO HMIS Security Officer should conduct a quarterly security review to ensure Users are appropriately protecting HMIS data.

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

Please INITIAL to acknowledge receipt:

Initial	Document
	HMIS Policies and Procedures (Approved December 2025)
	HMIS Data Quality Monitoring Plan (Approved December 2025; current 2026 thresholds)
	HMIS Privacy & Security Training (Updated November 2025)
	FY 2026 HMIS Data Standards Manual (HUD; released October 2025; effective October 1, 2025)
	FY 2026 HMIS Data Dictionary (HUD; released October 2025; reporting beginning October 1, 2025)