

AGENCY PARTNER AGREEMENT FOR

& THE SALT LAKE COUNTY HOMELESS COORDINATING COUNCIL, INC (UHMIS Lead Agency)

The Salt Lake County Homeless Coordinating Council, Inc is coordinating the statewide Utah Homeless Management Information System (UHMIS). **UHMIS** is a client information system that provides a standardized assessment of client needs 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.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a UHMIS account can be established for the Agency.

The Salt Lake County Homeless Coordinating Council, Inc, the UHMIS Lead Agency, along with MetSYS, Inc., shall jointly administer UHMIS. In this Agreement, "Partner Agency" is an Agency participating in UHMIS; "Client" is a consumer of services, and "Agency" is the UHMIS Agency named in this agreement.

I. Confidentiality

- A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.
 - 1. For Agencies subject to 42 CFR: the Agency shall abide by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules 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 as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
 - 2. An Agency bound by 42 CFR or which elects to implement similar confidentiality standards agrees to develop and implement appropriate procedures and authorizations for release of information.
 - 3. The Agency shall make provide a verbal explanation of the UHMIS database and the terms of consent and shall make a reasonable attempt for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form. Forms will be made available in Spanish.
- B. The Agency shall solicit consent from Clients to share their information across the UHMIS database. The Agency agrees not to release any confidential information received from the UHMIS database to any organization or individual without proper Client consent.

- C. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for the UHMIS receives confidentiality training provided by the Salt Lake County Homeless Coordinating Council, Inc.
- D. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located in Sacramento, California near MetSYS, Inc.'s corporate offices. Extensive security measures are in place. Agency may request to view MetSYS contract and security services agreements.
- E. The Agency shall maintain appropriate documentation of Client consent to participate in the UHMIS database.
- F. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
- G. If this Agreement is terminated, the Salt Lake County Homeless Coordinating Council, Inc and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Client.
- H. The Agency will utilize the CLIENT INFORMED CONSENT FOR UHMIS NETWORK SHARING, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the UHMIS database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be shared with UHMIS Partner Agencies.
- I. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information is unavailable to all other Partner Agencies.
- J. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for the UHMIS for a period of seven years.
- K. The Salt Lake County Homeless Coordinating Council, Inc does not require or imply that services must be contingent upon a Client's participation in the UHMIS database. Services should be provided to Clients regardless of UHMIS participation provided the Clients would otherwise be eligible for the services.

II. Data Entry and Use

- A. The Agency shall follow, comply with and enforce the End-User Agreement and UHMIS Standard Operating Procedures. Modifications to the User Policy and Standard Operating Procedures shall be made by the UHMIS Steering Committee as needed for the purpose of the smooth and efficient operation of the UHMIS system. The UHMIS Steering Committee through the Salt Lake County Homeless Coordinating Council, Inc will announce approved modifications in a timely manner.
 - 1. The Agency shall only enter or upload individuals in the UHMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the UHMIS database by entering known, inaccurate information.

2. The Agency shall use Client information in the UHMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- B. The Agency shall consistently enter or upload information into the UHMIS database within 5 working days of seeing the client. Data should be entered or uploaded within 24 hours where possible.
- C. The Agency shall utilize the UHMIS database for business purposes only.
- D. The Salt Lake County Homeless Coordinating Council, Inc will provide initial training (including confidentiality training) and periodic updates to that training to select Agency Staff on the use of the UHMIS software. Agency Staff will attend all pertinent meetings with the Salt Lake County Homeless Coordinating Council, Inc and other UHMIS team meetings as required. Some Agencies may designate a UHMIS point person will train Agency staff, hold regular user meetings and report all pertinent information back to the UHMIS project team.
- E. The Salt Lake County Homeless Coordinating Council, Inc will be available for general technical assistance via a Help Desk and periodic site visits as deemed appropriate for the purpose of troubleshooting and report generation, in accordance with the technical support plan laid out in the UHMIS policies and procedures.
- F. 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.
- G. The Agency shall not use the UHMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- H. The Agency staff should fully inform clients about the limits of confidentiality in a given situation, the purposes for which the information was obtained, and how it may be used, per appropriate State and Federal guidelines.
- I. When providing a client with access to his/her UHMIS records, the Agency staff should provide either a screen visual without allowing direct access to input devices or a hard copy printout. Appropriate measures should be taken to protect the confidentiality of all other records.
- J. The Agency staff should afford clients reasonable access to any UHMIS records concerning them, in accordance with Agency internal policies and procedures.

III. Reports

- A. The Agency shall retain ownership of identifying and statistical data on the Clients it serves.
- B. The Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data without written consent.
- C. The Agency may make aggregate data available to other entities for funding or

planning purposes pertaining to providing services to homeless persons or persons at risk of homelessness, in accordance with the UHMIS procedures on data use and release. However, such aggregate data shall not directly identify individual Clients.

- D. The Salt Lake County Homeless Coordinating Council, Inc will use only unidentified, aggregate UHMIS data for homelessness related policy and planning decisions, in preparing federal, state or local applications for homelessness and housing funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.
- E. The UHMIS System Administrator may need to view data on occasion for quality assurance purposes. System Administrator will follow all guidelines and restriction on data.

IV. Proprietary Rights of UHMIS.

The Agency shall not give or share assigned passwords and access codes of the UHMIS database with any other Agency, business, or individual.

- A. The Agency shall not intentionally cause in any manner, or way, corruption of the UHMIS database in any manner.
- B. The Agency will not give or share assigned user identification and passwords to access UHMIS with any other organization, governmental entity, business, or individual.

V. Hold Harmless

The Salt Lake County Homeless Coordinating Council, Inc makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the Salt Lake County Homeless Coordinating Council, Inc 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 UHMIS; 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 the the Salt Lake County Homeless Coordinating Council, Inc harmless for negative repercussions resulting in the loss of data due to delays, nondeliveries, misdeliveries, or service interruption caused by the Agency's or another Participant Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Salt Lake County Homeless Coordinating Council, Inc 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 the Salt Lake County Homeless Coordinating Council, Inc.

VII. Terms and Conditions

- A. The Agency shall pay a participation fee of \$50 per each Concurrent User License per month beginning no later than January 2007.

- B. The Agency recognizes the UHMIS Steering Committee to be the discussion center regarding UHMIS, including UHMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency may designate an assigned UHMIS staff member to attend Steering Committee meetings regularly, and understands that the Committee will continue to be responsible for coordinating UHMIS activities.
- C. The Agency understands that periodic updates and/or changes to data requirements may occur based on HUD mandate, State mandate, or by the UHMIS Steering Committee. The UHMIS System Administrator will provide due notification before such changes take effect.
- D. Neither the Salt Lake County Homeless Coordinating Council, Inc nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- E. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- F. This Agreement may be terminated with 60 days written notice.

Signature of Executive Director

Date

 AGENCY

 STREET ADDRESS

 CITY

 ZIP CODE

 MAILING ADDRESS -- LEAVE BLANK IF SAME AS ABOVE

 CITY

 ZIP CODE