



# Ohio Balance of State Continuum of Care Homeless Management Information System (HMIS) Agency Agreement and Agency Administrator Agreement

## Agency Agreement

This Agency Agreement (“**Agreement**”) is made and entered into by and between the Ohio Balance of State Continuum of Care (BoSCoC) as administered by the Coalition on Homelessness and Housing in Ohio (“**System Administrator**”) and

\_\_\_\_\_ (“**Agency**”), for the period beginning \_\_\_\_\_.  
(Agency Name) (Beginning Date)

## I. RECITALS

1. The System Administrator coordinates and funds programs providing homeless prevention, emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing services throughout the State to persons who are homeless or in housing crises, and supports and improves the availability and provision of homeless services through the facilitation of the Ohio BoSCoC HMIS.
2. The Ohio BoSCoC HMIS includes software and database functions used to collect and analyze information about clients throughout Ohio who utilize homeless services.
3. Agency desires to utilize the Ohio BoSCoC HMIS and provide data and information to be included in the database.

## II. PROVISIONS

NOW, THEREFORE, based upon the foregoing recitals and for and in consideration of the mutual promises and obligations stated below, the System Administrator and the Agency hereby agree as follows:

1. Access to Ohio BoSCoC HMIS. Agency shall be granted access to the Ohio BoSCoC HMIS database pursuant to the terms of this Agreement subject to the requirements that Agency: (a) obtain written consent from its clients prior to entering identifiable client information into the Ohio BoSCoC HMIS database; (b) maintain the confidentiality of client data in the Ohio BoSCoC HMIS database in a manner consistent with the *Ohio BoSCoC HMIS Policies and Procedures Manual* and this Agreement; (c) collect, enter and extract only data that is relevant to the delivery of services; and (d) train employees, independent contractors and all other representatives of Agency using Ohio BoSCoC HMIS to utilize the same in a manner consistent with the *Ohio BoSCoC HMIS Policies and Procedures Manual* and this Agreement.

Initially, Agency will identify authorized personnel to attend both a New User Training and a Privacy and Security Training. Upon successful completion of these training sessions, the Agency will be granted an Ohio BoSCoC HMIS End User license for each trained user. Agency will complete the *Agency Agreement and Agency Administrator Agreement* and will cause its authorized personnel to complete the HMIS End User Agreement and submit the original signed forms to the System Administrator. Upon receipt of these documents, the System Administrator shall grant access to the Ohio BoSCoC HMIS.

Fees for End User licenses and/or participation are required as detailed in the *Ohio BoSCoC HMIS Policies and Procedures Manual*.

2. Submission and Use of Data. Agency shall provide to the System Administrator detailed data, information, and records regarding all clients served and all homeless services provided by Agency (collectively, "Data") and enter the Data into the Ohio BoSCoC HMIS database in a timely manner. Agency warrants that the Data entered is accurate, complete and in compliance with the *Ohio BoSCoC HMIS Policies and Procedures Manual*. The Ohio BoSCoC HMIS database shall be utilized by the System Administrator and Agency to: (a) provide individual case management; (b) produce reports regarding utilization of housing and homeless services; (c) track individual program outcomes; and (d) identify unfilled service needs and plan for the provision of new services.

3. Community Reports. From time to time, the System Administrator may publish and distribute reports containing aggregate data from all agencies providing homeless services and entering Data into the Ohio BoSCoC HMIS database (“Reports”). The Reports shall not identify specific individuals. Agency hereby authorizes the System Administrator to include Agency's Data in the Reports.
4. Aggregate Data. The aggregate data received from Agency and other agencies providing homeless services and entering Data in the Ohio BoSCoC HMIS database shall be utilized by the System Administrator for purposes described in Section 2 above. From time to time, the System Administrator may provide aggregate Data to: (a) agencies affiliated with Ohio BoSCoC HMIS so that such agencies may compare their experience with other agencies reporting data into the database; (b) researchers; and (c) governmental agencies.
5. Validation Studies.
  - a. The System Administrator may periodically conduct formal validation studies of the Data (“Validation Studies”). In order to conduct the Validation Studies, auditor(s) selected by the System Administrator may review Agency's records for purposes of verifying the validity of the information included in the Ohio BoSCoC HMIS database. Individuals involved in conducting any such Validation Studies shall sign a confidentiality agreement requiring them to maintain the confidentiality of the Data and the Agency records reviewed.
  - b. Agency hereby authorizes the auditor(s) to review Agency's records for purposes of verifying the validity of the information included in the Ohio BoSCoC HMIS. Agency also hereby authorizes the System Administrator to use the results of the Validation Studies, including for purposes of making future resource allocation decisions.
6. Consent to Collect and Release of Information. Agency shall cause all of its clients to execute a client consent form as required by the Ohio BOSCOH HMIS Policies and Procedures Manual for purposes of authorizing Agency to collect and release the Data to the System Administrator. Agency shall use the *Acknowledgment of Data Collection and Release of Information* form located at <http://hmis.cohio.org/index.php?pg=kb.book&id=8> or an equivalent.
7. Inter-Agency Data Sharing. The Ohio BoSCoC HMIS is designed to permit sharing of Data between Ohio BoSCoC HMIS affiliated agencies. Agencies share Data within the Ohio BoSCoC HMIS database in accordance with Ohio BoSCoC HMIS Policies and Procedures Manual and this Agreement. Inter-Agency Data Sharing does not apply to Housing Opportunities for Persons Living with AIDS (HOPWA) or Runaway and Homeless Youth (RHY) projects.

Confidentiality. The System Administrator shall provide and maintain Agency's Data in such a way as to protect against revealing the identity of Agency's clients to unauthorized agencies, individuals or entities. The System Administrator shall take all reasonable action that it deems necessary and appropriate to prevent unauthorized use or disclosure of the Data. Prior to the System Administrator releasing and/or using the Data in a manner that is not specifically required by law and/or authorized by this Agreement, the System Administrator shall obtain Agency's prior written consent.

8. Term and Termination. This Agreement is effective as the date of execution and, except as otherwise provided herein, shall continue until terminated or superseded by a new agreement. This Agreement may be otherwise terminated by either party, for breach by the other upon 30 days prior written notice to the other party; provided, however, the party breaching this Agreement may cure any breach or violation prior to the effective date of termination and this Agreement will continue unless otherwise terminated as provided herein.

9. **Liability.** Agency shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of System Administrator) caused by the negligent acts or omissions, or negligent conduct of the Agency, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

10. **Miscellaneous.**

a. **Entire Agreement: Amendment.** This Agreement constitutes the entire understanding of the Agency and the Administrator with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended or modified only in writing executed by the duly authorized representatives of the parties hereto.

b. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Agency and the System Administrator any rights or remedies under or by reason of this Agreement.

c. **Independent Contractors.** The System Administrator and the Agency are independent contractors, and nothing herein or otherwise is intended to cause either party to be deemed a joint venture, employee or partner of the other for any purpose whatsoever.

d. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions hereof shall be interpreted and construed as though such invalid or unenforceable provision had not appeared.

e. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

f. **Notice.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two business days after it is mailed, certified, return receipt requested, postage prepaid or sent by facsimile with written confirmation of receipt

In the case of the System Administrator, addressed to:

COHHIO  
175 S. 3<sup>rd</sup> St., Ste. 580  
Columbus, Ohio 43215  
Attn: Erica Mulryan, CoC Director

In the case of the Agency, addressed to:

\_\_\_\_\_  
(Agency Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)



Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.

Assignment. This Agreement may not be assigned or transferred in whole or in part by any party and purported assignment without the express written consent of the other party is void.

Binding Effect. This Agreement shall be binding upon the successors and assigns of the respective parties.

Interpretation. This Agreement is to be deemed to have been prepared jointly by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any party but shall be interpreted according to the rules for the interpretation of arm's length agreements.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the last day and year set forth below.

AGENCY:

ADMINISTRATOR:

\_\_\_\_\_

Ohio Balance of State Continuum of Care

(Print Full Agency Name)

\_\_\_\_\_

\_\_\_\_\_

(Print Name of Agency Executive Director/CEO)

(Name of Ohio Balance of State Continuum of Care Board Chair)

\_\_\_\_\_

\_\_\_\_\_

(Signature of Agency Executive Director/CEO)

(Signature of Ohio Balance of State Continuum of Care Board Chair)

\_\_\_\_\_

\_\_\_\_\_

(Agency Executive Director/CEO Title)

(Date)

\_\_\_\_\_

(Date)

## Agency Administrator Agreement

Agency Name: \_\_\_\_\_  
(Print full legal name)

The Agency Administrator is the primary Ohio BoSCoC HMIS contact at the agency. This person will be responsible for:

- Providing a single point of contact between the end users and the Ohio BoSCoC HMIS System Administrator;
- Ensuring the quality and timely entry of all data and correcting errors as they become known;
- Adhering to policies and procedures in data collection and privacy and security practices;
- Maintaining knowledge of and compliance with U.S. Department of Housing and Urban Development, Ohio BoSCoC, and Ohio Development Service Agency homeless program regulations and guidelines;
- Ensuring that the agency's internet and service connections are stable;
- Managing agency end user licenses;
- Notifying the System Administrator of any changes in user access to HMIS, provider address, contact information, or bed count data;

Each agency reporting in the Ohio BoSCoC HMIS will designate an Agency Administrator to fulfill the duties described above.

\_\_\_\_\_  
(Agency Administrator Name) (Email) (Phone)

\_\_\_\_\_  
(Agency Administrator Signature) (Date)

\_\_\_\_\_  
(Agency Executive Director/CEO Name) (Email) (Phone)

\_\_\_\_\_  
(Agency Executive Director/CEO Signature) (Date)

\_\_\_\_\_  
(Agency Address)