



## **CHO END USER LICENSE AGREEMENT BETWEEN BROWARD COUNTY FOR ITS HOMELESS INITIATIVE PARTNERSHIP AND COVERED HOMELESS ORGANIZATION**

This CHO End User License Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), on behalf of its Homeless Initiative Partnership ("HIP") and City of Fort Lauderdale, a municipal corporation of the state of Florida that records, uses, or processes protected personal information of homeless clients in and for Broward County ("CHO").

A. This Agreement addresses the joint responsibilities of HIP and the CHO for ongoing Homeless Management Information Systems ("HMIS") activities. As the County's Continuum of Care ("CoC") HMIS Lead Agency, HIP is responsible for administering the HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support, and enhancement and upgrading of the software.

B. The U. S. Department of Housing and Urban Development ("HUD") requires all homeless services grantees and sub-grantees to participate in a localized HMIS. The County's CoC HMIS: a) provides a comprehensive system for collecting and disseminating information about persons experiencing homelessness or at risk of homelessness; and b) is the homeless service system in support of the CoC's goal to prevent, reduce and ultimately eliminate homelessness. This is accomplished by assisting homeless service providers in generating required reports, as well as streamlining and consolidating the CoC's HMIS data sharing, tracking and recordkeeping requirements.

C. On or about May 7, 2013, the County entered into an Agreement Adopting the Miami-Dade County Professional Services, Software License, Maintenance and Support Agreement, Social Services Information System, with Bowman Systems, LLC ("Bowman License Agreement"), which permits County to extend to third party end users certain license rights to use the ServicePoint software (the "Software").

D. County through its HIP and CHO desire to enter into this Agreement to provide for CHO use and access to the HMIS system and Software and to establish the terms of such use and access.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE 1. END USER LICENSE AND RESPONSIBILITIES**

1.1 End User License. CHO is allocated a total of Five (5) ServicePoint™ End User Licenses pursuant to the terms of the Bowman License Agreement to use the Software solely for CHO internal use in accordance with the Terms of Use set forth on Exhibit A hereto. CHO's right to use of the Software is subject to strict compliance with the terms of this Agreement and Exhibit

A. Each CHO user of the Software must obtain a unique End User License and execute the User Agreement Form attached as Exhibit B prior to accessing or using the Software. CHO shall not reproduce, publish, or license the Software to others. CHO shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof.

1.2 Consent to License Agreement. By entering into this Agreement, CHO expressly agrees to the terms of the Bowman License Agreement and agrees and affirms that the Bowman License Agreement (including as may be amended from time to time) governs CHO's use of the Software as an End User.

1.3 HMIS Policies and Procedures. CHO shall strictly adhere to all policies and procedures adopted in the HMIS Policies and Procedures Manual, including all modifications and amendments to the HMIS Policies and Procedures Manual as decided upon by the HMIS Data Committee and approved by the CoC. CHO shall ensure that a CHO representative participates in HMIS Data Committee. CHO shall enforce HIP network policies and procedures through agency level policies and procedures. CHO shall collect and maintain records of all required documentation in accordance with the HMIS Policies and Procedures. HIP may, in its sole discretion as it determines appropriate, audit CHO's use of the HMIS system and user accounts to confirm compliance with this Agreement and the HMIS Policies and Procedures Manual, including that the HMIS system is accessed only from secure computers, that the allocation of user accounts is appropriate to the CHO, and that user accounts are utilized only by authorized users.

1.4 Client Confidential Information. CHO shall comply with all applicable federal and state laws regarding protection of client privacy and protected personal information, including, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"). For any client regarding whom data is entered into the HMIS system, CHO should obtain an applicable "Client Acknowledgement and Release" in substantially the form attached to the HMIS Policies and Procedures Manual. CHO shall ensure that it maintains a valid Client Acknowledgment and Release for each client for whom protected health information data is entered by that CHO into the HMIS system. CHO shall further ensure that as to any client who has not provided a signed and current Client Acknowledgement and Release, no protected health information data shall be entered into the HMIS system as to that client by CHO.

1.5 Compliance. CHO shall abide by all federal and state laws and regulations and with all HMIS Policies and Procedures in using the Software and relating to the collection, storage, retrieval, and dissemination of Client information, including without limitation the HUD HMIS Standards. HUD HMIS Data Standards will supersede should a conflict arise between the HMIS Policies and Procedures and HUD HMIS Data Standards. CHO shall abide by all HMIS sharing restrictions as defined by the Client. In accordance with the HMIS Policies and Procedures Manual and other applicable regulations, CHO shall not deny services to any Client solely

because the Client declines to give authorization for their information to be shared with other CHO's or entered into the integrated HMIS database.

1.6 Necessary Equipment. CHO shall be solely responsible for obtaining, licensing, maintaining, and ensuring the sufficiency and compatibility of any hardware, equipment, or third-party software, and all associated fees and costs, required to operate the Software.

## **ARTICLE 2. COUNTY RESPONSIBILITIES**

2.1 Program Coordination. In consultation with the HMIS Data Committee, HIP will use good faith efforts to define the program, implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures to validate its effectiveness. HIP is the sole liaison with the software vendor, and CHO shall direct any questions concerning the Software only to the CoC HMIS Project Manager.

2.2 Network Operations. HIP will use good faith efforts to develop, implement and maintain all components of operations of the web-based system including the data security program (with the assistance of the County's Enterprise Technology Services (ETS) if requested), including providing reasonable training and technical support to the CHO and taking reasonable precautions to prevent any destructive or malicious program (virus) from being introduced to the system and promptly remedy any infection that may occur. HIP will notify CHO's of system failure, errors, or problems within a timely manner.

2.3 Security. HIP will use good faith efforts to provide appropriate safeguards to maintain the integrity and confidentiality of system data, including Client-identifying information, including maintaining central and backup server operations and regular backups, security procedures including monitoring access to the HMIS systems to the extent appropriate to reveal a violation of information security protocols, maintaining and auditing logs of all changes made to the information contained within the database, and encrypting any Client-identifiable information stored on the HMIS system. HIP will be solely responsible for issuing user IDs and passwords for HMIS users, and user IDs and passwords shall only be issued to end users who have executed the CHO User Agreement form attached hereto as Exhibit B. HIP may deny access to HMIS for the purpose of investigating any suspicion of breached confidentiality. HIP will not release data to any person, agency, or organization that is not a CHO without the Client's prior written authorization and in accordance with the HMIS Policies and Procedures Manual for the release of data.

2.4 Training. HIP will provide and maintain ongoing training for new CHO users of the HMIS Software on a regular basis as determined by HIP.

2.5 Warranties. HIP and County make no warranties, express or implied, as to the operation, functionality, availability or otherwise as to the HMIS data or the HMIS system.

### **ARTICLE 3. TERM AND TERMINATION**

3.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The initial term of the Agreement shall be one (1) year and may be renewed annually for up to four (4) additional one-year renewal terms upon the written agreement of the parties. The Contract Administrator is authorized to exercise this renewal option on behalf of the County.

3.2 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

3.3 Termination for Cause. This Agreement may be terminated by the County for cause based on any breach by CHO that is not cured within ten (10) days after written notice identifying the breach.

3.4 Termination for Convenience. This Agreement may also be terminated for convenience by either party upon providing written notice to the other party of the termination date, which shall be not less than forty-five (45) days after the date such written notice is provided. The County Administrator may exercise this option on behalf of the County.

### **ARTICLE 4. COMPENSATION**

4.1 License Fee. Unless waived by HIP's Administrator in his or her reasonable discretion based upon the availability of federal or other funding, CHO shall pay County the total amount of \$125.00 per ServicePoint End User License per year for the number of End User Licenses granted to CHO under this Agreement. Any waiver of the license fee shall only be applicable for the then-current year, and HIP may impose the license fee for any subsequent year in accordance with this Article.

4.2 Invoices. County shall invoice CHO for any applicable charges on an annual basis commencing upon the Effective Date of this Agreement and thereafter on the anniversary of the Effective Date. Invoices must be paid timely in full by the CHO within thirty (30) days of the date of the invoice. Without limiting any other remedies available, failure of the CHO to timely pay any invoice may result in the immediate termination of this Agreement or suspension of all license rights of CHO.

4.3 Changes in License Fee. If and to the extent the annual fee for an End User License increases or is otherwise modified in connection with the Bowman License Agreement, the amount due under Section 4.1 shall be adjusted such that CHO shall pay in full the annual End User License fee for each End User License under this Agreement as charged to County by Bowman Systems, LLC ("Bowman").

## ARTICLE 5. PROPRIETARY RIGHTS AND CONFIDENTIALITY

5.1 County Data Rights. CHO acknowledges and agrees that County owns full right, title and interest in and to all data, including related documentation and reports generated using the data inputted or otherwise furnished by CHO or any entity to County or otherwise maintained in the HMIS system ("HMIS Data").

5.1.1 Subject to any applicable restriction(s) requested by the Client and any applicable laws or regulations, County may use the HMIS Data for any non-commercial purpose, including without limitation purposes relating to research, education, grants or other funding, demographics, or any other County purpose.

5.1.2 Except for data that the CHO independently obtains apart from the HMIS system, CHO may use the HMIS Data only for the following purposes: (1) to provide or coordinate services to an individual; (2) for functions related to payment or reimbursement for services; (3) to carry out administrative functions; or (4) for creating de-identified protected personal information. Notwithstanding the foregoing, for any protected health information that is subject to HIPAA or HITECH, any use of the data by CHO shall comply with all applicable provisions of HIPAA and/or HITECH.

5.1.3 CHO will not share any HMIS data with any third party other than as expressly stated in Section 5.1.2 without the prior written informed consent of the applicable Client(s). This Agreement does not authorize sharing of any HMIS data with any third party except as expressly stated herein.

5.1.4 The parties agree that in the event of termination of this Agreement, County, the HMIS Data Committee, and any third party with rights to use the County's HMIS system shall have the right to use any client data previously entered by the CHO in the HMIS system, subject to any applicable restriction(s) requested by the Client and any applicable law(s) or regulation(s).

5.2 Software Ownership. CHO acknowledges that all copies of the Software (in any form) provided are the sole property of Bowman. CHO shall not have any right, title, or interest to any such Software or copies and shall take all reasonable steps to secure and protect all Software and related documentation consistent with maintenance of Bowman's proprietary rights therein.

5.3 Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

5.4 Confidential Information. All Client information, financial information, and personally identifiable information for individuals or entities interacting with County or any CHO (including, without limitation, social security numbers, applicable birth dates, and banking and financial information and other information deemed exempt or confidential under state or federal law) constitutes "Confidential Information." Confidential Information may not, without the prior written consent of County or as otherwise required by law, be used by CHO or its employees, agents, subconsultants or suppliers for any purpose other than for the regular business activity of the CHO and pursuant to the terms of the HMIS Policies and Procedures Manual. Neither CHO nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any Confidential Information without the prior written consent of County.

5.5 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

5.6 Survival. The obligations under this Article 5 shall survive the expiration or earlier termination of this Agreement or of any license granted under this Agreement.

## **ARTICLE 6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

6.1 Indemnification. CHO, to the extent permitted by law, shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. CHO shall indemnify and hold harmless and defend County and all of County's current and former officers, employees or other agents (collectively, "Indemnified Party") from and against any lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person not a party to this Agreement that is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of CHO or any current or former officer, employee, subcontractor, or other agent of CHO, arising from, relating to, or in connection with this Agreement or CHO's use of the Software contrary to or in breach of any of the terms and conditions of this Agreement or the Bowman License Agreement. In the event any Claim is brought against an Indemnified Party, CHO shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 Governmental Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and CHO are state agencies or political subdivisions as defined in Chapter 768.28, Florida

Statutes (as amended), and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

6.3 Limitation of Liability. Except as expressly set forth herein, HIP and County have no responsibility or liability for the operation, functionality, or integrity of the HMIS system, the HMIS data, or the CHO's use or access of the HMIS system. CHO, to the extent permitted by law at all times, will indemnify and hold HIP and County harmless from any damages, liabilities, claims, and expenses that may be claimed against HIP or County in any way relating to CHO's use or access to the HMIS system or this Agreement, including without limitation for any loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption relating to the HMIS system or software.

## **ARTICLE 7. MISCELLANEOUS**

7.1 Independent Contractor. CHO is an independent contractor under this Agreement. CHO shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.2 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

7.3 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

### NOTICE TO COUNTY:

Broward County Homeless Initiative  
Partnership  
Attn: Mandy Wells  
115 S. Andrews Ave., Suite A370  
Ft. Lauderdale, Florida 33301  
Email: mwells@broward.org

### NOTICE TO CHO:

City of Fort Lauderdale  
Attn: Lee R. Feldman, City Manager  
100 N Andrews Ave, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Email: LFeldman@fortlauderdale.gov

7.4 Assignment And Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CHO without the prior written consent of County.

7.5 Waiver Of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

7.6 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.7 Construction. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.8 Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CHO AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.9 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.10 HIPAA Compliance. CHO will have access to protected health information (hereinafter known as "PHI") that may be subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions, and therefore may be required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CHO shall fully protect individually identifiable health information to the extent required by HIPAA and, if requested by County, shall execute a Business Associate Agreement.

7.11 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

7.12 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.13 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 5<sup>th</sup> day of November, 2013, and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Print Name and Title above

SVT:  
CHO end user City of Fort Lauderdale final  
HMIS form user access agreement  
11/12/15  
10/19/15  
#15-099.

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR FORT LAUDERDALE CHRONIC  
HOMELESS HOUSING COLLABORATIVE (CITY)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day  
and year first above written.

CITY:

CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida

By \_\_\_\_\_  
JOHN P. "JACK" SEILER, Mayor

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JEFF MODERELLI, City Clerk

Approved as to form:

\_\_\_\_\_  
COLE COPPERTINO  
Assistant City Attorney

## **Exhibit A – Terms of Use**

County and CHO agree that CHO's use of the Software shall be subject to the Terms of Use as set forth herein. Failure of CHO to fully comply with these Terms of Use shall constitute a breach of the Agreement and entitle County to terminate the Agreement immediately and retain any and all funds paid under the Agreement.

### **1. CHO Responsibilities**

For the duration of this Agreement, CHO shall ensure CHO and any of its agents or employees shall:

#### **A. General:**

1. Strictly adhere to all policies and procedures adopted in the HMIS Policies and Procedures Manual and all applicable federal and state laws. CHO will be responsible for oversight of its own operations and compliance with applicable law.
2. Ensure that a CHO representative participates in HMIS Data Committee.
3. Promptly and accurately respond to any inquiries by Bowman Systems, LLC relating to the Software or use thereof. CHO shall not refuse to provide any requested information to Bowman without the advance written consent of County.

#### **B. Confidentiality**

1. Enforce network policies and procedures through agency level policies and procedures.
2. Collect and maintain records of all required documentation in accordance with the HMIS Policies and Procedures established by the HMIS Data Committee.
3. Abide by all modifications and amendments to the HMIS Policies and Procedures Manual as decided upon by the HMIS Data Committee and approved by the CoC.
4. Abide by all federal and state laws, regulations, and with all HMIS Policies and Procedures relating to the collection, storage, retrieval, dissemination of client information, and in particular HUD HMIS Standards.
5. Abide by all HMIS sharing restrictions as defined by the client.
6. In accordance with the HMIS Policies and Procedures Manual and other applicable regulations, not deny services to any client solely because he or she declines to give authorization for his or her information to be shared with other CHO's or entered into the integrated HMIS database.

#### **C. Network Operations**

1. Maintain agency Internet connectivity and computer equipment in such a manner as not to disrupt continuation of project participation.

2. Notify the HMIS Project Manager promptly of any difficulty with system software, access to database or related problems; at no time will the CHO contact the software vendor directly.
3. Take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to the system. Employ appropriate measures to detect virus infection and employ all appropriate resources to efficiently remedy any affected systems as quickly as possible.

#### D. Data Entry

1. Collect all HUD mandatory data for consenting clients, and strive to collect all mandatory data elements and any other data essential to provide services or conduct evaluation or research for all clients.
2. Enter data into the system as outlined in the HMIS Data Quality Standards.
3. Ensure the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of the CHO will be corrected by the CHO. If applicable, HIP must be notified within five (5) business days of any corrections that cannot be made by the CHO.
4. Develop program specific interview guidelines that are HMIS compliant, and collect any additional elements the agency wishes to collect.
5. CHO Executive Director accepts responsibility for the validity of all records entered by their agency. HIP reserves the right to deactivate any User IDs if the user breaches confidentiality or security.
6. Ensure that CHO personnel do not knowingly enter erroneous information into the HMIS.
7. Not include any profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, marital or familial status, national origin, disability, age, gender, gender identity or expression, or sexual orientation into the database.
8. Not transmit material in violation of any federal or state regulations, this includes but is not limited to: copyrighted material, threatening or obscene material, and material considered protected by trade secret.

#### E. Security

1. Limit HMIS access to authorized users and follow all protocols of monitoring those users. Prohibit sharing of access information (e.g., user IDs and password information) between users.
2. Provide HIP with the roles of all staff members who have access to HMIS and provide notice to HIP of any change in staff members who have access to HMIS. HIP may deny access to the system for the purpose of investigation of any suspicion of breached confidentiality.

3. Ensure that each user executes a User Access Agreement and obtains a unique User ID. Ensure that user names and passwords are not shared between users. CHO will ensure that all staff and other persons issued a User ID and Password sign and abide by CHO User Agreement.
4. Not transmit security information and network policies to non-members of the HMIS in any manner.
5. Not release data to any person, agency, or organization that is not a CHO without the client's written authorization unless required by applicable law, and following procedures adopted by the HMIS Data Committee referred to in the HMIS Policies and Procedures Manual for release of data.
6. Develop an internal process for reporting to HIP the violation of any of the HMIS information security protocols by any user.
7. Secure access to physical areas containing equipment, data, and software, and ensure that the HMIS system is accessed only through secure equipment in compliance with the HMIS Policies and Procedures Manual.

#### **F. Training**

1. Ensure all CHO HMIS users are properly trained in HMIS system, have received confidentiality training, and are authorized to use the system in accordance with the HMIS Policies and Procedures Manual.
2. Ensure that assigned CHO representative(s) regularly attend(s) HIP periodic updated software and confidentiality trainings, and stay(s) current with the HMIS Policies and Procedures Manual.

## **2. Security Officer**

CHO will designate an HMIS Security Officer ("HMIS Security Officer"), who is knowledgeable of all day-to-day case management operations and procedures and will be responsible for ensuring compliance with applicable security standards. CHO will provide written notice to HIP of any personnel change in this role. The individual appointed as HMIS Security Officer may also serve in other assigned roles. The HMIS Security Officer is the primary contact for all communication regarding the HMIS at the CHO, and will be responsible for:

- a) Ensuring compliance with applicable security standards.
- b) Providing a point-of-communication between the end users and the HMIS Lead Agency and staff regarding all HMIS-related issues.
- c) Maintaining a reliable Internet connection for the HMIS and general communication with other technical professionals.
- d) Disseminating information regarding HMIS updates and providing the requisite training to agency users.
- e) Providing support and information as may be requested by HIP on agency reports generated in HMIS.

- f) Managing agency level HMIS user licenses.
- g) Monitoring compliance with standards of client confidentiality and ethical data collection, entry, and retrieval.

**CHO'S DESIGNATED HMIS SECURITY OFFICER:**

Name: ~~Scott Zager~~ Mike Maier

Telephone: ~~954-828-6444~~ 954-828-5901

Email: ~~szager@fortlauderdale.gov~~ MMAier@fortlauderdale.gov

The designated HMIS Security Officer accepts this appointment and the responsibilities set forth above.

\_\_\_\_\_  
HMIS Security Office Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHO Director/CEO Signature

\_\_\_\_\_  
Date

*This form must be completed, fully executed, and returned to HIP on or before the Effective Date. CHO may substitute the person designated as CHO's designated HMIS Security Office by providing an updated and executed version of this form to HIP.*

## **Exhibit B – User Access Agreement**

HMIS is a collaborative project with participating homeless shelter and services providers in the Broward County CoC. HMIS will enable homeless service providers to collect uniform client information over time. This system is essential to efforts to streamline client services and inform public policy. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; these data are necessary to service and systems planning.

The HMIS project recognizes the diverse needs and vulnerability of the homeless community. HMIS' goal is to improve the coordination of care for individuals and families in Broward County. It is important that client confidentiality is vigilantly maintained, treating the personal data of our most vulnerable populations with respect and care.

As the holders of this personal data, Broward County CoC HMIS users have an ethical and legal obligation to ensure that the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used for the purposes as outlined in the HMIS Policies and Procedures Manual.

Your unique username and password provides you access to the HMIS system. Initial each item below to indicate your understanding of the proper use of your username and password, and sign to indicate your agreement with this User Access Agreement.

### ***(Each item must be initialed)***

- \_\_\_\_\_ I have received training on how to use the HMIS either through attending a Broward County CoC HMIS End-User training or completing equivalent on-line or user training.
- \_\_\_\_\_ I understand that my username and password are for my use only and must not be shared with anyone or stored on any computer for automatic log in. I must take all reasonable means to keep my password secure.
- \_\_\_\_\_ I understand that only authorized users and the specific client to whom the information pertains may view HMIS information.
- \_\_\_\_\_ I understand that I may only use, view, obtain, or disclose the information in the HMIS database that is necessary to perform my job.
- \_\_\_\_\_ I agree to only access the HMIS system through secure computers in compliance with the HMIS Policies and Procedures Manual. I must log off the HMIS system before leaving the area where the work station is located. Failure to do so may result in a breach in client confidentiality and system security.
- \_\_\_\_\_ I understand that these rules apply to all users of HMIS whatever their work role or position.

- \_\_\_\_\_ I understand that all HMIS information (hard copies and soft copies) must be kept secure and confidential at all times. When no longer needed, any documents or data containing HMIS information must be properly destroyed to maintain confidentiality.
- \_\_\_\_\_ I understand that if I notice or suspect a security breach within the HMIS, I must immediately notify my HMIS Security Officer.
- \_\_\_\_\_ I will not knowingly enter malicious or erroneous information into the HMIS.
- \_\_\_\_\_ Any questions or disputes about the data entered by another agency should be directed to the Broward County CoC HMIS Project Manager.
- \_\_\_\_\_ I understand that my username and password will terminate should I move employment and will not be passed on to a new staff member.
- \_\_\_\_\_ I agree to maintain strict confidentiality of information obtained through the Broward County CoC HMIS. This information will be used only for the legitimate client service and administration of the agency. Any breach of confidentiality will result in immediate termination of participation in HMIS.
- \_\_\_\_\_ I understand and agree to comply with all the statements listed above.

\_\_\_\_\_  
Employee/User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHO Administrator Signature

\_\_\_\_\_  
Date