**CHO END USER LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
AND CITY OF POMPANO BEACH
A 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"), and City of Pompano Beach, a municipality, that records, uses, or processes protected personal information of individuals experiencing homelessness in and for Broward County ("CHO").

RECITALS

A.   This Agreement addresses the joint responsibilities of County and CHO for ongoing Homeless Management Information System ("HMIS") activities. County is responsible for administering HMIS on behalf of the Continuum of Care ("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 grantees and sub-grantees providing services to individuals experiencing homelessness to participate in a community-wide information system. The CoC's HMIS provides a comprehensive system for collecting and disseminating information about individuals experiencing homelessness or at risk of homelessness; and is the service system in support of the CoC's goal to prevent, reduce, and ultimately eliminate homelessness. This is accomplished by assisting service providers in generating required reports, as well as streamlining and consolidating the CoC's HMIS data sharing, tracking, and record keeping requirements.

C.   On May 7, 2013, 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 L.L.C., subsequently acquired by WellSky Corporation, formerly known as Mediware Information Systems, Inc. ("WellSky License Agreement"), which permits County to extend to third-party end users certain license rights to use the ServicePoint™ software (the "Software").

D.   County and CHO desire to enter into this Agreement to provide for CHO's use and access to HMIS and Software and to establish the terms of such use and access.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1.   END USER LICENSE AND RESPONSIBILITIES

1.1.   <u>End User License</u>. CHO is allocated a total of two (2) ServicePoint™ End User Licenses pursuant to the terms of the WellSky License Agreement to use the Software solely for CHO internal use in accordance with the Terms of Use set forth in Exhibit A of this Agreement. CHO's right to use the Software is subject to strict compliance with the terms of this Agreement.

Each CHO user of the Software must obtain a unique End User License and execute the User Access Agreement form (attached as Exhibit B) prior to accessing or using the Software. CHO must not reproduce, publish, or license the Software to others. CHO must 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 WellSky License Agreement, incorporated by reference into this Agreement, and agrees and affirms that the WellSky License Agreement, as amended, governs CHO's use of the Software as an end user.

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

1.4.   Client Confidential Information. CHO must 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") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). For any client regarding whom data is entered into HMIS, CHO must obtain an applicable "Client Acknowledgment for Electronic Data Collection" or release of information form in substantially the form attached to the HMIS Policies and Procedures Manual. CHO must ensure that it maintains a valid client acknowledgment or release form for each client for whom protected personal information is entered by CHO into HMIS. CHO must further ensure that, as to any client who has not provided a signed and current client acknowledgment or release form, no protected personal information be entered into HMIS as to that client by CHO.

1.5.   Compliance. CHO must comply with all federal and state laws and regulations, HMIS Policies and Procedures, and HUD's HMIS Data Standards in using the Software and relating to the collection, storage, retrieval, and dissemination of client information. HUD's HMIS Data Standards will supersede should a conflict arise between HMIS Policies and Procedures and HUD's HMIS Data Standards. CHO must abide by all HMIS sharing restrictions, including any restrictions requested by the client. In accordance with HMIS Policies and Procedures Manual and other applicable regulations, CHO must not deny services to any client solely because the client declines to give authorization for the client's information to be shared with other covered homeless organizations or entered into HMIS.

1.6.   Necessary Equipment. CHO is 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 CoC's HMIS Data Committee, County 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. County is the sole liaison with the Software vendor, and CHO must direct any questions concerning the Software only to County.

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

2.3.   Security. County will use good faith efforts to provide appropriate safeguards to maintain the integrity and confidentiality of HMIS data and client information by (i) maintaining central and backup server operations and regular backups, (ii) applying security procedures, including monitoring access to HMIS to the extent appropriate to reveal a violation of information security protocols, (iii) maintaining and auditing logs of all changes made to the information contained within the database, and (iv) encrypting any client information stored in HMIS. County is solely responsible for issuing user accounts and passwords for HMIS users, and user accounts and passwords will only be issued to end users who have executed the User Access Agreement form attached to this Agreement as Exhibit B. County may deny access to HMIS for the purpose of investigating any suspicion of breached confidentiality. County will not release data to any person, agency, or organization that is not a covered homeless organization without the client's prior written authorization and in accordance with HMIS Policies and Procedures Manual for the release of data.

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

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

ARTICLE 3.   TERM AND TERMINATION

3.1.   Term. The term of this Agreement begins on the date it is fully executed by the parties ("Effective Date"). The initial term of the Agreement is one (1) year, and the Agreement may be renewed annually by County for up to four (4) additional one-year renewal terms by providing notice of renewal in writing to CHO no less than five (5) business days prior to the expiration of the then-current term of the Agreement. The Contract Administrator is authorized to exercise this renewal option on behalf of County. For purposes of this Agreement, the term "Contract Administrator" means the director or deputy director of the Broward County Human Services Department.

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

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

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

ARTICLE 4.   COMPENSATION

4.1.   <u>License Fee</u>. Unless waived in writing by the Contract Administrator in his or her reasonable discretion based upon the availability of federal or other funding, CHO must pay County the total amount of One Hundred Twenty-five Dollars ($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 will only be applicable for the then-current year, and the Contract Administrator may impose the license fee for any subsequent year in accordance with this Article.

4.2.   <u>Invoices</u>. County will 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 CHO within thirty (30) days after the date of the invoice. Without limiting any other remedies available, failure of 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.   <u>Changes in License Fee</u>. If and to the extent the annual fee for an End User License increases or is otherwise modified in connection with the WellSky License Agreement, the amount due under Section 4.1. will be adjusted such that CHO pays in full the annual End User License fee for each End User License under this Agreement as charged to County by WellSky Corporation ("WellSky").

ARTICLE 5.   PROPRIETARY RIGHTS AND CONFIDENTIALITY

5.1.   <u>County Data Rights</u>. 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 HMIS ("HMIS Data").

5.1.1.   Subject to any applicable restrictions requested by the client and any applicable laws or regulations, County may use HMIS Data for any non-commercial purpose, including but not limited to purposes relating to research, education, grants or other funding, demographics, or any other County purpose.

5.1.2. Except for data that CHO independently obtains apart from HMIS, CHO may use HMIS Data only for the following purposes: (i) to provide or coordinate services to an individual; (ii) for functions related to payment or reimbursement for services; (iii) to carry out administrative functions; or (iv) 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 must comply with all applicable provisions of HIPAA and HITECH.

5.1.3. CHO must 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 clients. This Agreement does not authorize sharing of any HMIS Data with any third party, except as expressly stated in this Agreement.

5.1.4. The parties agree that if this Agreement is terminated, County, the CoC's HMIS Data Committee, and any third party with rights to use County's HMIS will have the right to use any client data previously entered by CHO in HMIS, subject to any applicable restrictions requested by the client and any applicable laws or regulations.

5.2. Software Ownership. CHO acknowledges that all copies of the Software (in any form) provided are the sole property of WellSky. CHO does not have any right, title, or interest to any such Software or copies and must take all reasonable steps to secure and protect all Software and related documentation consistent with maintenance of WellSky'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, 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 does 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 but not limited to social security numbers, applicable birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) constitutes "Confidential Information." Confidential Information must 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 CHO and in accordance with the terms of 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 may therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

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

ARTICLE 6.   GOVERNMENTAL IMMUNITY

6.1.   Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor will anything included in this Agreement 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 a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and are responsible for the negligent or wrongful acts or omissions of their employees in accordance with Section 768.28, Florida Statutes.

6.2.   Limitation of Liability. Except as expressly set forth in this Agreement, County has no responsibility or liability for the operation, functionality, or integrity of HMIS, HMIS Data, or CHO's use of or access to HMIS. CHO, at all times, will indemnify and hold County harmless from any damages, liabilities, claims, and expenses that may be claimed against County in any way relating to CHO's use or access to HMIS or this Agreement, including but not limited to any loss or damage resulting in the loss of data due to delays, nondelivery, misdeliveries, or service interruption relating to HMIS system or software.

ARTICLE 7.   MISCELLANEOUS

7.1.   Independent Contractor. CHO is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the parties. In performing under this Agreement, neither CHO nor its agents act as officers, employees, or agents of County. CHO does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.2.   Third-Party Beneficiaries. Neither CHO nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.

7.3.   Notices. 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 email to the addresses listed below and will be effective upon mailing. The addresses for notice will remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section.

NOTICE TO COUNTY:

Broward County Human Services Department
Attn: Robin Floyd, Evaluation and Planning Section
115 S. Andrews Ave., Suite GC-318
Fort Lauderdale, Florida 33301
Email: rfloyd@broward.org

NOTICE TO CHO:

City of Pompano Beach
Attn: Greg Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060
Email: greg.harrison@copbfl.com

7.4.   Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CHO without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section is void and ineffective, constitutes a breach of this Agreement, and permits County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

7.5.   Materiality and Waiver of Breach. Each requirement, duty, and obligation in this Agreement was bargained for at arm's length and is agreed to by the parties. Each requirement, duty, and obligation in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

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

7.7.   Joint Preparation. This Agreement has been jointly prepared by the parties hereto and will not be construed more strictly against either party.

7.8.   Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections of the section or article, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

7.9.   Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated

into this Agreement and any provision of Articles 1 through 7 of this Agreement, the provisions contained in Articles 1 through 7 of this Agreement will prevail and be given effect.

7.10. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will 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 exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL WILL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

7.11. <u>Amendments</u>. Unless expressly authorized in this Agreement, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and CHO.

7.12. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the parties concerning the subject matter of this Agreement are contained in this written document.

7.13. <u>HIPAA Compliance</u>. CHO will have access to protected health information ("PHI") that may be subject to the requirements of 45 C.F.R. Parts 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") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"). CHO must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, CHO must execute a Business Associate Agreement in the form provided by County for the purpose of complying with HIPAA, HITECH, or other applicable law. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, CHO must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other applicable law, include in its "Notice of Privacy Practices" notice of CHO's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH survives the expiration or earlier termination of this Agreement. CHO must ensure that the requirements of this section are included in all agreements with its subcontractors.

7.14. <u>Incorporation by Reference</u>. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

7.15.   <u>Representation of Authority</u>. CHO represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CHO, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CHO has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to CHO. CHO further represents and warrants that execution of this Agreement is within CHO's legal powers, and 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.

7.16.   <u>Force Majeure</u>. If the performance of this Agreement, or any obligation under this Agreement, 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, may be excused from such performance to the extent of such prevention, provided that the party so affected will first have taken reasonable steps to avoid and remove such cause of nonperformance and will continue to take reasonable steps to avoid and remove such cause, and must promptly notify the other party in writing and resume performance under this Agreement whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event will have the right to immediately terminate this Agreement upon written notice to the party so affected. This section will not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.17.   <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is deemed an original, but all of which, taken together, constitute one and the same agreement. Signatures provided by facsimile or by email delivery of a .pdf-format file will have the same force and effect as an original signature.

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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 5th day of November 2013, and CHO: City of Pompano Beach, signing by and through its _____, duly authorized to execute same.

<u>COUNTY</u>

WITNESSES:

_____
Signature

_____
Print/Type Name above

_____
Signature

_____
Print/Type Name above

Broward County, by and through its County Administrator

By: _____
Monica Cepero, County Administrator

_____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karen S. Gordon   (Date)
Senior County Attorney

KSG/bh
City of Pompano Beach End User License
3/23/2022
#70063

CHO END USER LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH, A COVERED HOMELESS ORGANIZATION

<u>CHO</u>

WITNESSES:

City of Pompano Beach

_____

Signature

By: _____

Authorized Signature

_____

Print/Type Name above

_____

Print/Type Name and Title

_____

Signature

_____ day of _____, 2022

_____

Print/Type Name above

(CORPORATE SEAL OR NOTARY)

Exhibit A – Terms of Use

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

1. **CHO Responsibilities**

For the term of this Agreement, CHO must ensure that CHO and any of its agents or employees will:

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 the CoC's HMIS Data Committee.

3. Promptly and accurately respond to any inquiries by WellSky relating to the Software or use thereof. CHO will not refuse to provide any requested information to WellSky without the advance written consent of County.

B. Confidentiality

1. Enforce HMIS network policies and procedures through agency level policies and procedures.

2. Collect and maintain records of all required documentation in accordance with HMIS Policies and Procedures established by HMIS Data Committee.

3. Abide by all modifications and amendments to the HMIS Policies and Procedures Manual as decided upon by HMIS Data Committee and approved by CoC.

4. Comply with all federal and state laws and regulations and all HMIS Policies and Procedures relating to the collection, storage, retrieval, and dissemination of client information, and in particular HUD's HMIS Data Standards.

5. Abide by all HMIS sharing restrictions, including any restrictions requested 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 covered homeless organizations or entered into HMIS.

C. Network Operations

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

   2. Notify County promptly of any difficulty with system software, access to database, or related problems; however, at no time will CHO contact the Software vendor directly.

   3. Take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to HMIS, 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, set forth in the "Data Requirements" section of the HMIS Policies and Procedures Manual.

   3. Ensure the accuracy of information entered into HMIS. Any information updates, errors, or inaccuracies that come to the attention of CHO must be corrected by CHO. If applicable, County must be notified within five (5) business days of any corrections that cannot be made by CHO.

   4. Ensure that the client intake process includes HUD-required data elements in HMIS and any additional elements CHO wishes to collect.

   5. CHO accepts responsibility for the validity of all records entered by its personnel. County reserves the right to deactivate any user accounts if a user breaches confidentiality or security.

   6. Ensure that CHO personnel do not knowingly enter erroneous information into 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 in HMIS.

   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, follow all protocols of monitoring those users, and prohibit sharing of access information (e.g., user account and password information) among users.

2. Provide County with the roles of all staff members who have access to HMIS and provide notice to County of any change in staff members who have access to HMIS. County may deny access to HMIS for the purpose of investigating any suspicion of breached confidentiality.

3. Ensure that each user executes a User Access Agreement and obtains a unique user account, that usernames and passwords are not shared among users, and that all staff members and other persons issued a user account and password sign and comply with the User Access Agreement.

4. Not transmit security information and network policies to nonmembers of HMIS in any manner.

5. Not release data to any person, agency, or organization that is not a covered homeless organization without the client's written authorization, unless required by applicable law, and following procedures adopted by the CoC's HMIS Data Committee referred to in the HMIS Policies and Procedures Manual for release of data.

6. Develop an internal process for reporting to County 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 HMIS 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 to use HMIS, 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) County periodic updated software and confidentiality trainings and stay(s) current with the HMIS Policies and Procedures Manual.

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2. CHO HMIS 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 County 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 HMIS at CHO and will be responsible for:

a) Ensuring compliance with applicable security standards.

b) Providing a point-of-communication between end users and County's HMIS Project Manager and staff regarding all HMIS-related issues.

c) Maintaining a reliable Internet connection for HMIS and general communication with other technical professionals.

d) Disseminating information regarding HMIS updates and providing the requisite training to CHO's HMIS users.

e) Providing support and information as may be requested by County on reports generated by CHO in HMIS.

f) Managing CHO's HMIS user licenses.

g) Monitoring compliance with standards of client confidentiality and ethical data collection, entry, and retrieval.

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CHO: CITY OF POMPANO BEACH

CHO'S DESIGNATED HMIS SECURITY OFFICER:

Name: Brian Donovan

Telephone: (954) 786-4601

Email: brian.donovan@copbfl.com

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

_____   _____
CHO HMIS Security Officer Signature   Date

_____
Print/Type Name above

_____   _____
CHO City Manager Signature   Date

_____
Print/Type Name above

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

Exhibit B – User Access Agreement

The Homeless Management Information System ("HMIS") is a collaborative project with providers that serve individuals experiencing homelessness in the Broward County Continuum of Care ("CoC"). HMIS enables 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 population of focus. This data is necessary to service and systems planning.

The HMIS project recognizes the diverse needs and vulnerability of individuals who have risk factors for homelessness. The goal of HMIS 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 clients 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 data 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 outlined in the HMIS Policies and Procedures Manual.

Your unique user account and password provide you access to HMIS. Initial each item below to indicate your understanding of the proper use of your user account 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 HMIS either through attending a Broward County CoC HMIS End-User training or completing equivalent on-line or user training.

_____ I understand that my user account and password are for my use <u>only</u> 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 HMIS through secure computers in compliance with the HMIS Policies and Procedures Manual. I must log off HMIS before leaving the area where the workstation 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 HMIS, I must immediately notify my HMIS Security Officer.

_____ I will not knowingly enter malicious or erroneous information into HMIS.

_____ Any questions or disputes about the data entered by another agency must be directed to the Broward County CoC HMIS Project Manager.

_____ I understand that my user account and password will terminate should I change 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.

CHO: CITY OF POMPANO BEACH

_____   _____
Employee/User Signature   Date

_____
Print/Type Name above

_____   _____
CHO HMIS Administrator Signature   Date

_____
Print/Type Name above