

**MEMORANDUM OF AGREEMENT  
BETWEEN  
STANISLAUS COUNTY COMMUNITY SERVICES AGENCY  
AND PARTNER NAME  
JULY 01, 2023 THROUGH JUNE 30, 2024**

This MEMORANDUM OF AGREEMENT (“Agreement”) is made by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ( “CSA”) and **PARTNER NAME** (“Partner”) for the purpose of the use of the Homeless Management Information System (HMIS) and outlining system responsibilities, as of July 01, 2023, or the execution of the MOA by both parties (the Effective Date).

WHEREAS, Stanislaus Community System of Care Collaborative/Continuum of Care (“Collaborative”) is the planning and coordinating body regarding homeless programs and services for certain public agencies in Stanislaus County;

WHEREAS, CSA serves as the HMIS Administrator as of April 2020;

WHEREAS, HMIS is a technology system that enables homeless service providers to collect uniform client information over time. This system is essential to efforts to streamline client services and public policy. Through HMIS, homeless program clients benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. 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 and advocacy;

WHEREAS, both parties share a common interest in serving the homeless population and those at risk of homelessness to reduce homelessness in Stanislaus County;

WHEREAS, the purpose of this MOA is to set out the Agreements reached for the proper deployment, maintenance, sustainability, and operation of HMIS systems;

WHEREAS, this MOA addresses the joint responsibilities of CSA and the Partner for ongoing HMIS activities. The specific responsibilities of the Parties are defined clearly herein to ensure an effective, efficient, and secure system; and

NOW, THEREFORE, both parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

Partner shall comply, upon execution of this Agreement or receipt of the CSA's written authorization to proceed, with the requirements and procedures set forth in EXHIBIT A, which is hereby incorporated by reference and made a part hereof.

1.1. All documents, drawings and written work product prepared or produced by the Partner under this Agreement, including without limitation electronic data files, are the property of the Partner; provided, however, CSA shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Partner may copyright the same, except that, as to any work which is copyrighted by the Partner, CSA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such

work, or any part thereof, and to authorize others to do so.

- 1.2. Services and work provided by the Partner under this MOA shall be performed in a timely manner consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Partner; provided, however, that such schedule is subject to review by and concurrence of CSA.

## 2. TERM

- 2.1. The term of this MOA shall be from the Effective Date **through June 30, 2024**, unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 2.2. This MOA contains all terms and conditions agreed upon by CSA and Partner and no other understanding, oral or otherwise, regarding this MOA, shall be deemed to exist or to bind any parties to this MOA. Should either party default in the performance of this MOA or materially breach any of its provisions, the other party, at that party's option, may terminate this MOA by giving written notification to the other party.
- 2.3. This MOA shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Partner's business, (c) cancellation of insurance required under the terms of this MOA, and (d) if, for any reason, Partner ceases to be licensed or otherwise authorized to do business in the State of California, and the Partner fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 2.4. This MOA may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.
- 2.5. Upon termination of this MOA, Partner will no longer have access to the HMIS system.
- 2.6. Upon termination of this MOA, CSA retains the right to use all de-identified client data previously entered by the terminating Partner Agency. This use is subject to any restrictions requested by the client and/or law. At termination, CSA may use or disclose PII (personal identifiable information) when required by law to the extent the use or disclosure complies with and is limited to the requirements of law.
- 2.7. Partner and CSA HMIS intend to abide by applicable law. Should any term of this MOA be inconsistent with applicable law, or should additional terms be required by applicable law, Partner and CSA agree to modify the terms of this MOA so as to comply with applicable law.
- 2.8. Neither CSA nor Partner will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

## 3. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC..

Unless otherwise provided in EXHIBIT A, Partner shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Partner to provide the services identified in EXHIBIT A to this Agreement. CSA is not obligated to reimburse or pay Partner for any expense or cost incurred by Partner in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Partner in providing and maintaining such items is the sole responsibility and obligation of Partner.

#### 4. INSURANCE

- 4.1. Each Partner that is a “public entity” as defined in California Government Code section 811.2 shall, at all times during the term of this MOA, maintain in full force and effect: (a) comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than one million dollars (\$1,000,000) per incident or occurrence, and two million dollars (\$2,000,000) aggregate limit; (b) owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than one million dollars (\$1,000,000) per incident or occurrence; (c) Worker’s Compensation insurance as required by the California Labor Code; and (d) Cyber liability insurance with limit of no less than one million dollars (\$1,000,000) per occurrence or claim, and two million dollars (\$2,000,000) aggregate limit. A public entity member may maintain such insurance by either commercial policy or by qualifying self-insurance. Each Partner shall ensure that its subcontractors are subject to the insurance requirements stated herein, or shall include all subcontractors as additional insured under its insurance policies.
- 4.2. Each Partner that is not a public entity as defined above shall obtain the same coverages, including the insurance requirements for its subcontractors, for the same hazards as above, which insurance shall be maintained in full force and effect during the term of this MOA. In addition, each non-public entity member agrees to the following:
- 4.2.1. Insurance shall be placed with California admitted insurers (licensed to do business in California) or a United States domiciled carrier that meets the required A.M. Best’s rating below, and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. All insurers shall have an A.M. Best’s rating of at least A-VII.
- 4.2.2. At the request of any public entity member, any non-public entity member shall furnish the public entity members with certificates of insurance showing coverage required by this MOA, including, without limitation, those that verify coverage for subcontractors of the member. The certificates and any endorsements for each insurance policy are to be signed by a persona authorized by that insurer to bind coverage on its behalf. All public entity members reserve the right to inspect complete copies of all required insurance policies and endorsements from any non-public entity member, at any time.
- 4.2.3. Each non-public entity member agrees that it will be responsible for and pay any self-insured retention or deductible required by its insurer, and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of that member’s defense and indemnification obligations as set forth in this MOA. At the request of any public entity members, the non-public entity member shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the public entity member guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.
- 4.2.4. The limits of insurance described herein shall not limit the liability of any member or that member’s officers, employees, agents, representatives or subcontractors, nor shall the provisions of this Section IV, “Insurance,” limit any member’s obligation to defend, indemnify and hold the other members and their agents, officers and employees harmless under other provisions of this MOA.

- 4.2.5. If Partner does not currently have cyber liability insurance as listed in Section IV. Insurance Part A, Partner shall have one-hundred and eighty (180) days to provide evidence of cyber liability insurance as listed in section IV. Insurance Part A; or proof of cyber liability insurance denial shall be submitted to CSA if Partner is denied coverage.

## 5. DEFENSE AND INDEMNIFICATION

- 5.1. To the fullest extent permitted by law, Partner shall indemnify, hold harmless and defend CSA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this MOA by the Partner or Partner's officers, employees, volunteers, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the CSA or its agents, officers and employees.
- 5.2. Partner's obligation to defend, indemnify and hold the CSA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this MOA for Partner to procure and maintain a policy of insurance.
- 5.3. Acceptance by CSA of the work performed under this MOA does not operate as a release of said Partner from responsibility for the work performed. It is further understood and agreed that the Partner is apprised of the parameters of the work to be performed under this MOA and Partner agrees that said work can and shall be performed in a fully competent manner.

## 6. LIABILITY

- 6.1. Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this MOA, and if either party becomes liable for damages caused by its representative and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees, volunteers from any and all claims and losses caused by the party's solely negligent or wrongful acts or omissions.
- 6.2. No party to this MOA shall assume any additional liability of any kind due to its execution of this Agreement of participation in the HMIS. The parties specifically agree that this Agreement is for the benefit of the parties only and this MOA creates no rights in any third party. Acceptance of insurance certificates or endorsements required under this MOA does not relieve the Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 6.3. CSA shall not be held liable to any Partner Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

## 7. DISCLAIMER OF WARRANTIES

CSA makes no warranties, express or implied, including the warranties of merchantability and

fitness for a particular purpose, to any Partner or any other person or entity as to the services of the HMIS to any other matter.

## 8. CONFIDENTIALITY

Per the Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice: The Partner understands that when it enters information into HMIS, such information will be available to CSA staff who may review the data to administer HMIS and de-identified client information may be available to CSA staff to conduct analysis and to prepare reports which may be submitted to others in de-identified form without individual identifying client information.

The Partner understands it is responsible to indicate whether information the Partner is entering into HMIS will be shared with and made accessible to Partner Agencies in HMIS. The Partner's indication of whether entered data will be shared must be based on selections made by the Client in the ***Client Informed Consent and Release of Information*** form. Form located at <http://www.csa-stanislaus.com/hmis/index.html# user central>.

If the Agency is subject to any laws or requirements which restrict Agency's ability either to enter or to authorize sharing of information, the Agency will ensure that any entry it makes in HMIS and all designations for sharing fully comply with all applicable laws or other restrictions (including but not limited to Section 605 of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), codified at 42 U.S.C. § 11383(a)(8); the HUD Final Notice; the "Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice; Clarification and Additional Guidance on Special Provisions for Domestic Violence Provider Shelters" (Docket No. FR 4848-N-03) promulgated by HUD, 69 Fed. Reg. 61,517 (October 19, 2004); and RCW 43.185C.030).

## 9. NON-DISCRIMINATION

9.1. During the performance of this Agreement, Partner and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this MOA because of race, religious creed, color, national origin, ancestry, physical or mental disability (including perception of a disability), medical condition, genetic information, marital status, sex, gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, political affiliation or belief. Partner and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VII of the Civil Rights Act of 1964 (P.L. 88-352) as amended, Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA); and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

9.2. Partner shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this MOA.

9.3. Partner shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding Partner's

delivery of services.

10. NOTICE

Any notice, communication, amendment, addition or deletion to this MOA, including change of address of either party during the term of this MOA, which Partner or CSA shall be made within thirty (30) days in writing to the address or to the email below as follows to the respective parties as follows:

To CSA: County of Stanislaus  
Community Services Agency  
Attention: Lynnell Fuller, HMIS Administrator PO Box 42  
Modesto, CA 95353

Or

**Insert Email Address**

To Partner: **Community Based Organization**  
**Attention: John Doe, Executive Director**  
**1234 Main Street, Suite 150**  
**Modesto, CA 95350**

Or

**INSERT EMAIL FOR FORMAL CONTACT**

11. AMENDMENT

This MOA may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOA and attached to the original MOA to maintain continuity.

12. ENTIRE MOA

This MOA supersedes any and all other MOAs, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the MOAs between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or Agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other Agreement, statement or promise not contained in this MOA shall be valid or binding.

13. AUTHORIZED SIGNATURE

13.1. The person signing this MOA ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this MOA. Signatory represents and warrants that the execution and delivery of the MOA and the performance of Partner's obligations hereunder has been duly authorized and that the MOA is a valid and legal MOA binding on Partner and enforceable in accordance with its terms.

13.2. This MOA 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 MOA.



IN WITNESS THEREOF, the parties or their duly authorized representatives have executed this MOA on the day and year first hereinabove written.

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

**PARTNER NAME**

By: \_\_\_\_\_  
Christine Huber, MSW

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_



**SCOPE OF WORK  
FOR  
USE OF THE HOMELESS MANAGEMENT INFORMATION SYSTEM  
JULY 01, 2023 THROUGH JUNE 30, 2024**

**CSA AND PARTNER MUTUALLY AGREE TO THE FOLLOWING:**

1. PARTNER RESPONSIBILITIES:
  - 1.1. Partner shall read and comply with all Stanislaus Community System of Care Collaborative Homeless Management Information System (HMIS) Policies and Procedures [http://www.csa-stanislaus.com/hmis/index.html#\\_policies](http://www.csa-stanislaus.com/hmis/index.html#_policies). Compliance with the HMIS Policies and Procedures is mandatory for participation in the Stanislaus County HMIS system.
  - 1.2. Partner shall be permitted access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by CSA. Partner will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Partner will participate in such training as is provided from time to time by CSA HMIS.
    - 1.2.1. Partner HMIS staff shall attend trainings as outlined in the Policies and Procedures.
  - 1.3. Participate in monthly HMIS meetings. Meetings are held first Thursday of each month.
  - 1.4. Communicate with the HMIS staff within 48 hours to original requests or correspondence.
  - 1.5. Partner shall designate an Agency Technical Administrator (the "Partner Agency Technical Administrator"), a Security Officer (the "Partner Agency Security Officer") and a HMIS Contact Person (the "Partner Agency HMIS Contact Person") to fulfill the responsibilities detailed in the HMIS Policies and Procedures. The contact information for these designees shall be provided to CSA on the attached form.
2. CSA RESPONSIBILITIES:
  - 2.1. Administering the HMIS on behalf of the Collaborative, including implementation, training, maintenance, help desk support, and upgrading of the relevant software.
  - 2.2. CSA shall, in collaboration with the Executive Committee of the Collaborative, define the HMIS program, establish its policies and procedures, implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures to validate its effectiveness.
  - 2.3. CSA is the sole liaison with the HMIS software vendor. Partner questions concerning HMIS software shall be directed to the CSA's HMIS Administrator or HMIS Specialist.
  - 2.4. Develop, implement and maintain all components of operations of the web-based HMIS system including the data security program.

- 2.5. Strictly safeguard all data, including client-identifying information, in accordance with the latest technology available, and securely protect it to the maximum extent possible.
- 2.6. Maintain and administer central and backup server operations for HMIS, including security procedures, and shall maintain backups of the system to prevent the loss of data.
- 2.7. Monitor access to all HMIS systems in order to discover violations of information security protocols.
- 2.8. Maintain and audit accurate logs of all changes made to the information contained within the HMIS database.
- 2.9. Encrypt all client identifiable information stored on the central HMIS server.
- 2.10. CSA will issue all User IDs and passwords for HMIS users to an authorized management representative at each Partner Agency. Only an authorized management representative may request and receive HMIS passwords and User IDs from CSA. User IDs and passwords will be issued after CSA HMIS staff has confirmed that the Partner Agency user has signed the current version of *User Policy, Responsibility Statement & Code of Ethics Agreement*, a copy of which is on file with CSA. Form located at <http://www.csa-stanislaus.com/hmis>.
- 2.11. Periodically, and no less than 3 times per year, change Partner Agency's passwords for security purposes.
- 2.12. CSA may, at its sole and absolute discretion, deny access to the HMIS system for the purpose of investigation of any suspicion of breached confidentiality.
- 2.13. CSA shall not release data to any person, Partner, or organization without the client's written authorization unless disclosure is required by applicable law or court order.
- 2.14. CSA will immediately notify the Partner of any discovered or suspected security breach, and shall notify any interested party in accordance with the requirements of applicable law.
- 2.15. Provide and maintain initial and ongoing HMIS training for Partner users.

### 3. CSA AND PARTNER RESPONSIBILITIES:

- 3.1. Records:
  - 3.1.1. Partner and CSA HMIS shall maintain records of any disclosures of PII either of them makes of HMIS information for a period of seven years after such disclosure.
  - 3.1.2. On written request of a Client, Partner and CSA HMIS shall provide an accounting of all such disclosures within the prior seven-year period.
  - 3.1.3. CSA shall have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Partner to another by way of sharing of information from HMIS.
- 3.2. CSA and Partner shall adhere to HMIS Policies and Procedures regarding retention of paper copies of PII.

#### 4. HMIS Participation Costs Overview:

Effective July 1, 2022, all HMIS mandatory reporting entities participating in the CSA HMIS will be charged participation fees. This document outlines and reflects the transition from a system in which HUD participating providers are given one Free HMIS user license to participate in HMIS, to one in which all mandatory reporting entities as well as the CoC shoulder the costs associated with maintaining a high quality and useful HMIS. This document will reflect the HMIS participation fee structure and the billing/payment process that applies to all HMIS participating agencies.

Details about who must pay participation fees as well as what those fees cover is outlined in Exhibit B, attached hereto and, by this reference, made a part hereof.

- 4.1. All agencies or projects required to enter data in an HMIS as a condition of receiving funding are considered mandatory reporting entities.
- 4.2. All agencies or projects not required to enter HMIS data as a condition of funding are considered voluntary reporting entities.
- 4.3. Organizations with a current HMIS participation contract with CSA HMIS, including Supportive Services for Veteran Families (SSVF), Projects for Assistance in Transition from Homelessness (PATH), and Runaway Homeless Youth (RHY) providers, rates have been waived for HMIS participation contracts lasting through June 30, 2022. Beginning July 1, 2022, they will be charged for HMIS participation according to the fee structure and process outlined as follows:
  - 4.3.1. Agency Basic Set Up: Includes orientation; new user training/ webinars; helpdesk support; standard system configuration (Provider page: workflow set-up, sharing configuration, bin creation, and assessment set-up) and one (1) HMIS User License. Additional licenses may be purchased.
  - 4.3.2. Annual Support Fee: Excluding non-profits, is assigned to Agencies with more specific Federal/Private HMIS Support (RHY, PATH, SSVF). Fees are listed in Exhibit B. Activities shall include the following:
    - 4.3.2.1. Assistance with Data Entry
    - 4.3.2.2. Data Export
    - 4.3.2.3. Custom Report Creation
    - 4.3.2.4. Federal Report Review, consulting as needed
    - 4.3.2.5. Advanced Technical Support
    - 4.3.2.6. Federal Reporting Upload
  - 4.3.3. Annual HMIS User License Fee:
    - 4.3.3.1. License fee covers access to HMIS, ongoing training, and HMIS support.
    - 4.3.3.2. Additional New Users License Fee: New users may be requested and added at any time after the initial annual billing cycle. The organization shall be sent an invoice once the request for new User License has been made. Payment shall be due within thirty (30) days of invoice date. Free Users: All Agencies not required to enter data into HMIS as a condition of funding are considered voluntary reporting entities and are given (1) FREE HMIS User License.

4.3.4. Customer Services Data Entry: Assistance with data entry can be requested by HMIS participants and can be subject to fees listed in Exhibit B.

4.3.5. HMIS Agencies will be billed annually (July 1<sup>st</sup> – June 30<sup>th</sup>).

4.3.6. Invoices shall be sent to Agencies by July 1<sup>st</sup> and payment shall be due by November, 2023.

4.4. Payment shall be submitted to:

County of Stanislaus  
Community Services Agency  
Attention: Revenue Unit, C3D  
P.O. Box 42  
Modesto, CA 95353-0042

Revenue Unit Phone: (209) 558-2665

4.5. Agencies failing to submit payment by the payment due date shall have all current HMIS license deactivated until payment is received.

4.6. Transferring HMIS User Licenses: A Stanislaus County organization can request to have an existing license transferred from one user to another prior to the quarterly User License billing cycle. The Partner Executive Director or supervisor of the project must submit a written request to the CSA HMIS Administrator. The request must provide the names of the current and prospective end users and the date the transfer should be made effective. If one of the users is a new hire the new user must attend all mandatory trainings prior to the transfer. Usernames and passwords cannot be shared under any circumstances. If the license is transferred to another end user, the new individual will receive their own unique username and password.

4.7. Cancelling HMIS User Licenses:

Deactivating HMIS User Licenses: CSA may deactivate an organization's user licenses if payment for those licenses is not received within thirty (30) days of the payment due date. The licenses may be reactivated once full payment is received. Neither refunds nor partial refunds will be given to any Partner when a user license is deactivated or terminated due to a violation of HMIS policies and procedures or failure to make payment.

**Homeless Management Information System User License PARTNER COST TABLE AS OF JULY 01, 2023:**

The table below details participation fees, what the fees will cover, and who shall pay those fees. Some year-to-year adjustments are anticipated. Adjustments of greater than 5% by Task will warrant a revision of the Table, but will not require an amendment to the agreement.

HMIS FEE SCHEDULE				
Annual FEE	TASK	EXISTING AGENCY/USER	NEW AGENCIES	NEW Non-CoC PROGRAMS
<b>BASIC SERVICES</b> Prices subject to change				
<b>\$950</b>	<p><b>AGENCY BASIC SETUP:</b> Includes orientation; new user training/ webinars; helpdesk support; standard system configuration (Provider page: workflow set-up, sharing configuration, bin creation, and assessment set-up) and one (1) HMIS User License. Additional licenses may be purchased.</p>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>\$1200/ 1 activity</b></p> <p><b>\$2400/ 2+ activities</b></p>	<p><b>ANNUAL SUPPORT FEE:</b> Excluding non-profits. Is assigned to agencies with more specific Federal/Private HMIS Support (RHY, PATH, and SSVF).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assistance with Data Entry</li> <li><input type="checkbox"/> Data Export</li> <li><input type="checkbox"/> Custom Report Creation</li> <li><input type="checkbox"/> Federal Report Review, consulting as needed</li> <li><input type="checkbox"/> Advanced Technical Support</li> <li><input type="checkbox"/> Federal Reporting Upload</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>\$930</b>	<p><b>Annual HMIS User License Fee:</b> Consists of \$77.50 per user per month totaling \$930.00 annually per license, which is subject to change with prior notification.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

HMIS FEE SCHEDULE					
Annual FEE	TASK	EXISTING AGENCY/USER	NEW AGENCIES	NEW Non-CoC PROGRAMS	
<b>\$930</b>	<b>Additional New HMIS User Licenses:</b> User License fees shall be as follows:				
	<b>Timeframe</b>	<b>Percentage of Annual Costs</b>	<b>Total Costs Per License</b>		
	July 1 <sup>st</sup> – September 30 <sup>th</sup>	100%	\$930		
	October 1 <sup>st</sup> – December 31 <sup>st</sup>	75%	\$698		
	January 1 <sup>st</sup> – March 31 <sup>st</sup>	50%	\$465		
	April 1 <sup>st</sup> – June 30 <sup>th</sup>	25%	\$233		
<b>Free User</b>	All Agencies not required to enter data into HMIS as a condition of funding are considered voluntary reporting entities and are given (1) FREE HMIS User License.				
CUSTOM SERVICES					
<b>\$40/Hr.</b>	Data Entry				

## Stanislaus County HMIS Partner Agency Designee Agreement

Agency Name: \_\_\_\_\_

Each Partner Agency will have the following designees: **Technical Administrator, Security Officer, and HMIS Contact Person**

<b>Technical Administrator</b>	<ul style="list-style-type: none"> <li>• Authorizing agent for user ID requests</li> <li>• Internet connectivity</li> <li>• Detecting and responding to violations of the Policies and Procedures</li> <li>• Keeper of copies of the <b>User Policy, Responsibility Statement &amp; Code of Ethics</b> agreements</li> <li>• Keeper of executed <b>Client Informed Consent and Release of Information, Client Denial of HMIS Consent</b> and <b>Client Revocation of HMIS Consent</b> forms</li> </ul>
Name & Title of the designated Technical Administrator	<b>Name:</b> _____ <b>Title:</b> _____
Technical Administrator Signature	<b>X</b> _____ <b>Date:</b> _____

<b>Security Officer</b>	<ul style="list-style-type: none"> <li>• Establish and maintain an agency HMIS Security Plan</li> <li>• Report any system security threats or hazards</li> <li>• Report breaches of confidentiality</li> <li>• End user adherence to workstation security policies</li> <li>• Conduct Site Security Assessments</li> </ul>
Name & Title of the designated Security Officer	<b>Name:</b> _____ <b>Title:</b> _____
Security Officer Signature	<b>X</b> _____ <b>Date:</b> _____

<b>HMIS Contact Person</b>	<ul style="list-style-type: none"> <li>• First level End User support</li> <li>• Authorize importing of client data</li> <li>• Maintain Agency/Program data in HMIS</li> <li>• Communicate with the HMIS staff within <b>48 hours</b> of original requests or correspondences</li> <li>• Ensure that HMIS End Users do not knowingly enter erroneous information into HMIS</li> </ul>
Name & Title of the designated HMIS Contact Person	<b>Name:</b> _____ <b>Title:</b> _____
HMIS Contact Person Signature	<b>X</b> _____ <b>Date:</b> _____

I, \_\_\_\_\_ authorize the above individuals to serve in the capacity spelled out for each title.  
Print Director or Manger's Name Here

**X** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Director or Manager's Signature and Title