



Agency Participation Agreement

VESTA and Cincinnati / Hamilton County HMIS

_____ (hereafter referred to as “the Agency”) wishes to use VESTA® software. VESTA is a *community database application* developed, owned, and supported by The Partnership Center, Ltd. (hereafter referred to as “PCL”). The Agency further wishes some of its programs to participate in the Homeless Management Information System (HMIS)¹ functionality of VESTA in accordance with the Cincinnati/Hamilton County Continuum of Care for the Homeless (CoC).

This agreement applies to the following programs operated by the Agency for HMIS functionality:

This agreement applies to the following programs operated by the Agency for non-HMIS functionality:

All data entered into VESTA is owned by the Agency entering the data. Individual client-level data about all persons served by the Agency, whether in a homeless program or other agency program, may be entered into VESTA.

Client-level identifying information will not be released by PCL for any reasons other than those required by law. Examples of legal release may include: public health emergency, terrorism/homeland security emergencies, and/or a subpoena by law enforcement officials.

As a community database, VESTA enables different agencies to record information about clients and services within a single common software system and to create partnership/data-sharing agreements with other agencies as the Agency determines appropriate. The Agency understands that it is a participant in a community database, and basic demographic information for any client who has signed a consent form is shared in common with other VESTA users who

¹ All CoCs are required to have implemented an HMIS in their community in order to continue to receive federal homeless funding. All agencies receiving federal funding for homeless programs requiring HMIS are eligible to use the system under this agreement as sub-licensees of the CoC. All agencies serving homeless persons, whether federally funded or not, are also eligible for HMIS participation and use as authorized by the CoC.

are also serving the same client, once the client has entered their program. Program-specific data will not be shared with another agency without the express consent of this Agency in the form of a signed Partnership Agreement.

Program and Field Set-up

The Agency may authorize multiple programs within the Agency to be set up on VESTA. Consultation for program design and setup in VESTA is available from PCL.

Within the framework of VESTA, there is ample room to customize data collection by adding custom forms and fields as required by the Agency or individual programs within the Agency. The Agency may choose to have additional data collection fields created as their program reporting requirements change.

Data and Reporting

The Agency may view, enter, and edit all information on their clients within VESTA. They may enter an unlimited number of clients and service records into VESTA.

The Agency may run an unlimited number of reports in VESTA and export data for other reporting needs. The Agency may choose to have specialized/custom reports designed in VESTA. Reports may be built based on required data fields and/or custom fields that the Agency has specified. Consultation for custom reporting in VESTA is available from PCL.

HMIS Specific Requirements

The Agency agrees to use the VESTA software as part of the community's effort to provide accurate data on homelessness, for their own record keeping of all client level data, and as a reporting tool for all reports necessary for the Agency and its funders.

As part of the HMIS program, the Agency understands that PCL's role in HMIS may be broader than the role PCL plays in the Agency's non-HMIS programs. PCL is under contract with the Cincinnati/Hamilton County Continuum of Care for the Homeless (CoC) as the HMIS system administrator. As such, PCL will perform data quality assurance and security checks; utilize the data for system administration; provide technical support, auditing, and research; and maintain system compliance with legal and regulatory requirements for HMIS systems.

As the HMIS system administrator, PCL may release aggregate data for the purpose of community-wide reporting on CoC activity. PCL will not release any program-specific or client-level data without the consent of the individual except as required by law.

The Agency agrees to the following terms for using VESTA in accordance with federal and local HMIS rules:

HMIS Data:

1. The Agency may not use VESTA system participation, or data, as a reason to deny outreach, shelter, or housing to a client.
2. The Agency commits to entering truthful, accurate, complete, and timely information to the best of their ability on all clients receiving homeless services.
3. The Agency agrees to allow clients to view their own HMIS data and request changes or corrections to their.

4. Agencies may customize their data collection, including additional client-level information as may be needed by their program(s), but must collect all HMIS-required field data as indicated in the US Department of Housing and Urban Development (HUD) HMIS Data Standards (identified in VESTA as required fields).
5. The Agency agrees that data entered into VESTA will be monitored by PCL. PCL will merge duplicate client records on a quarterly basis. There will be no data monitoring on any custom fields developed by agencies for their own use or for any programs enrolled in VESTA outside the CoC.
6. Public reporting in aggregate either collectively, by program, or by service type (e.g. emergency assistance, transitional housing, etc.) for all CoC programs enrolled in VESTA as part of HMIS will be released as needed. Reporting will include at a minimum: a community-wide Annual Homeless Demographic Report, the Continuum of Care grant application and required reporting, the Annual Homeless Assessment Report, and reporting to the City of Cincinnati, Hamilton County, and the U.S. Department of Housing and Urban Development as may be required for federal, state and local reporting on the homeless.
7. The Agency agrees to abide by policies and procedures of the Cincinnati/Hamilton County HMIS Advisory Committee. These include: confidentiality, client consent and data entry requirements. Agencies also agree to assure that all employees and agents comply with these policies. The “Cincinnati HMIS Policies and Procedures” can be obtained online at www.hmis-cincinnati.org.
8. Consistent with the CoC’s agreement with the U.S. Department of Housing and Urban Development, all CoC agencies may view and print Homeless Certification forms generated by HMIS as a way to document clients’ eligibility for services.

HMIS Client Consent and Notification

1. The agency agrees to use the HMIS Advisory Committee authorized Client Consent Form to document informed consent for each client entered into the system. If clients refuse consent, their data may still be entered into the system, marked non-consenting; that information will not be shared with other agencies.
2. The Agency agrees to maintain physical copies of client consent forms and other data entry supporting documentation for a minimum of seven years; and to allow annual audits of client records by HMIS administrators.
3. Clients enrolled in HMIS programs have a right to view and/or have printed their homeless certification form by any authorized user of HMIS.
4. The Agency agrees that the notification of participation in HMIS, as provided to the agency by HMIS User Support, will be posted at every HMIS computer station, or in another appropriate public place, as is required by the HMIS National Data Standards.

HMIS User Support

1. Training and User Support for HMIS is provided by the CoC free of charge to CoC-participating agencies under a grant from the U.S. Department of Housing and Urban Development (HUD).
2. Technical support for VESTA will be provided to the CoC by the software vendor, PCL..

Training and Technical Assistance:

PCL will provide technical assistance for troubleshooting and report generation as part of this agreement.

Services for data import and export are available from PCL and may be negotiated separate from this Agreement.

Customized agency training for non-HMIS programs is available through PCL. The Agency may inquire at PCL about their non-HMIS training needs and negotiate terms to meet their individual needs.

End Users

An “end user” is a paid staff person at an agency who is designated by the Executive Director of the Agency as a VESTA user.

- The Agency may designate and terminate end-users at their discretion.
- All end users will be required to sign a user agreement at least once per year.
- User agreements expire annually. Users are notified on VESTA of the expiring agreement one month prior to its expiration. It is the responsibility of the user and the Agency to ensure that the original of an updated user agreement signed by both the user and the executive director of the Agency is received by VESTA support staff prior to the expiration date. Failure to do so will automatically terminate system usage for that user until the updated agreement has been received at PCL.
- Each end user will have a unique username and password, which may not be shared with any other person and which governs the security level for that end-user.
- All end users will be trained by PCL or their designee for VESTA use prior to receiving their unique username and password.
- The Agency is responsible for supervision of end-users and assuring that security, confidentiality, and data integrity are maintained.
- The Agency will report any breaches of confidentiality, consent, and actual or suspected misuse of data or the VESTA software system to PCL immediately.
- PCL, as the HMIS system administrator, may terminate an individual’s user access rights upon violation of confidentiality provisions. The user’s supervisor will be notified immediately. Termination of an individual user will not necessarily affect the Agency’s overall participation in the system. Reinstating the user will be determined through discussion with the Agency’s Executive Director and the HMIS system administrator.

System Hardware, Software and Connectivity

Agencies are responsible for purchasing and maintaining approved computer systems, operating software, networks, and internet access. Because of the confidential nature of data stored within VESTA and its use as a community database application, PCL, in accordance with the policies of the HMIS Advisory Committee, requires that the system must be accessed from a secured and semi-private location. Computers located in public areas will not be given access to VESTA. Each user must have their own unique username and password to access the computer/network from which they access VESTA. All computers that access VESTA must have up-to-date anti-virus software installed and running.

The Agency acknowledges that it has no rights to ownership of the VESTA software or code. The Agency and its employees are prohibited from and have no right to sell, distribute or

transfer the original or any copy of the software or the software manual. Nor are they permitted to allow any unauthorized non-licensed third party to access or use the software.

PCL will maintain the hardware and software required to support the VESTA system for community wide use; perform regular data backups of all data stored in VESTA; and comply with industry standards for data security.

In general, the data and the software will be available for access 24 hours per day. VESTA may be unavailable for short periods to conduct standard maintenance and/or system upgrades. PCL will make every effort to provide advance notice to users if and when the system will be unavailable. Users will be notified of system upgrades or changes.

Eligibility and Termination

This agreement will automatically renew annually unless PCL or the Agency chooses to terminate the agreement. In such cases a 30 day notice will be provided to the other party by the terminating party.

The Agency may terminate this agreement upon 30 days written notice if they no longer choose to participate in VESTA. The Agency will receive one exported copy of all data entered by the Agency into VESTA up to the date of termination in the form of a Microsoft Access database; this will be provided at no charge. Data already in the system will remain in the system; will continue to be used in aggregate reporting and for client searches (based on consent); and cannot be removed. Fees paid will not be refunded. The Agency understands that homeless funding requiring participation in HMIS may be jeopardized by their termination.

The Cincinnati/Hamilton County HMIS Advisory Committee may terminate any agency that violates confidentiality or other provisions of this agreement through the following procedure: the Agency will be notified verbally and in writing of violations / issues and steps necessary to resolve them. If violations are not resolved within two weeks of notification, the HMIS system administrators (PCL) will notify the Cincinnati/Hamilton County HMIS Advisory Committee. The Committee will rule on appropriate sanctions and processes including but not limited to termination of participation.

Fees

1. Agencies utilizing VESTA with at least one of their programs functioning as part of the HMIS system will have their annual user fees subsidized by a grant from the U.S. Department of Housing and Urban Development to the CoC. An annual user fee, based on the agency's revenue and a sliding fee scale, will be charged to the Agency as part of the matching requirements of the HUD grant. HMIS Fees are established annually by the HMIS Advisory Committee and are posted on www.hmis-cincinnati.org. Agencies who have not paid their HMIS Fees within three months of billing and who have not contacted the CoC Executive Director to make other financial arrangements will be terminated.
2. Agencies with more than four non-HMIS programs may be charged an additional annual fee which will be coordinated with PCL prior to signing this agreement, based on the level of support required by the non-HMIS programs.
3. The Agency will receive all updates to the software as are relevant to their use as part of this agreement.
4. A one-time setup fee will be charged to the Agency at the point the Agency begins use of VESTA for any non-HMIS programs. Fees are based on the size and scope of the

program set-up. There will be no charge for any new programs authorized by the CoC as part of HMIS.

5. Nominal fees will be charged to the Agency for the addition of custom fields after a program is set up and using VESTA. There will be no charge for custom fields for HMIS programs related to HMIS database requirements.
6. Custom report development will be charged to the Agency based on the actual amount of IT time spent to develop and code the report. Should a custom report required by an agency already be developed for another agency it shall be provided to the Agency free of charge, as a benefit to sharing in a community software system.

Costs for user training and on-going user support for non-HMIS programs are determined by the number of end users. Agencies may elect a “train-the-trainer” model or a PCL provided user support model based on the number of end users and scope of the data entry. Training and support for HMIS programs in CoC-participating Agencies are provided by a grant from HUD.

All fees charged by PCL are based on an hourly rate. Hourly rates for PCL IT services are established annually and quoted at the time of engagement. Fees are charged in one-quarter hour increments.

Signatures

The above named Agency agrees to all terms associated with this Agreement.

Signature

Printed name

Title

Date

Signature

Michelle Budzek

Printed name

President, The Partnership Center, Ltd.

Title

Date