

HOMELESS MANAGEMENT INFORMATION SYSTEM MEMORANDUM OF AGREEMENT

WHEREAS, Tennessee Valley Coalition for the Homeless (hereinafter TVCH) is the Lead Agency HMIS Administrator of the CaseWorthy (formerly ECM) software, a "web-based, real-time information sharing" software program that allows one or more agencies to share client records in a central database system; and

WHEREAS, it is the intent of TVCH to make the CaseWorthy Homeless Management Information System (hereinafter HMIS) available for programs serving homeless and at-risk individuals and families, including organizations that provide health and human services may participate in HMIS; and

WHEREAS, _____ (hereinafter the Program) is a program whose primary purpose is to provide services to homeless individuals and/or homeless families; and WHEREAS, the Program agrees to participate in the CaseWorthy software for the purpose of managing its client records and to fulfill HUD's requirement to participate in the HMIS as a condition of receiving HUD funds; and

WHEREAS, the parties herein desire to enter into a Memorandum of Agreement setting forth the various rights and responsibilities of each of the parties;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The Program agrees that it will use the CaseWorthy software solely for the purpose of managing its homeless client records, to generate reports consistent with the provisions of this agreement.
2. TVCH will provide to any Partner Program up to 4 user licenses free of charge; thereafter each user license will be available for **\$400** to purchase and annual fee of **\$300** per license. No free licenses are offered to non-Partner Programs.
3. The parties understand that the annual cost of administration of the HMIS system is \$39,400 and that it is imperative that all user licenses be fully utilized. In the event that the Program does not fulfill its responsibilities for utilizing the system, the Program understands and agrees that TVCH has the right to transfer the user license(s) to another agency. TVCH will provide the Program a 30 day notice User Log In Inactivity Report and letter from the HMIS Department letting the Executive Director know if the user is not fulfilling its responsibilities. If the Program chooses to allow the user to continue participating in the HMIS system, the Program will pay for use of the CaseWorthy software user license in the amount of \$400 per assigned license(s) issued for its' Program.
4. TVCH will provide to the Program the necessary software for accessing the CaseWorthy software and will assign passwords to users that the Program has authorized to use the CaseWorthy software. TVCH reserves the right to change any or all passwords at any time.
5. The Program agrees to provide a computer and a high-speed Internet connection necessary for access to the CaseWorthy software.
6. The parties agree that there is no charge to the Program for access to the CaseWorthy software.
7. As a condition of continued access to the CaseWorthy software, the Program agrees to enter **Universal Data Elements** into the CaseWorthy software within 5 business days (24 hours for SSVF programs) of the initial contact with the client. The Program also agrees to enter **Program Data Elements** (if you are a TVCH HUD recipient) within one week of the client's admittance to the Program, and within one week of any subsequent changes/updates in the information provided. The exception to this agreement is that the Program agrees that in order for TVCH to manage and analyze the data promptly and accurately, all universal data and all available program data on clients entering the Program during the last week of each month will be entered into the CaseWorthy software no later than the 4th day of the following month. **The Program further agrees to update availability of bed space in the CaseWorthy software every 24 hours.**
8. The Program also agrees to institute quality control measures to ensure that the data is complete. Complete is defined as: all **Universal Data Elements** (name, social security number, date of birth, ethnicity and race, gender, veteran status, disabling condition, residence prior to program entry, zip code of last permanent address, program entry date, program exit date) and **Program Data Elements** (income and sources, non-cash benefits, physical disability, HIV/AIDS, mental health, substance abuse, domestic violence, services received, destination, reasons for leaving, employment) correctly entered into corresponding fields creating the full data set critical to generating an accurate Annual Progress Report.
9. The Program understands and agrees that in the event of system failure, staff change, or other events, which may interfere with reporting, the Program will notify TVCH immediately.

Monitoring Completed by



10. The Program agrees to purchase, install and update virus software on all computers and/or networks used to access the CaseWorthy software. The Program also agrees to update such virus software at least weekly. Failure to comply with the virus software requirement shall be considered substantial non-compliance with this agreement pursuant to paragraph 23.
11. It is understood by the Parties that Empowered Solutions Group (CaseWorthy) agrees to maintain a software firewall on its server used to access the CaseWorthy software.
12. TVCH and the Program will uphold relevant Federal and State confidentiality regulations and laws that protect client records. A client is defined as anyone who receives services from the Program. A Guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.
13. The Parties agree that there are five levels of access to the CaseWorthy software, however, only four levels are accessible to the Program and that those levels of access will be assigned by the Program director and/or the Program network administrator as follows:
 - **Volunteer** - Access to Organization Tab. Limited access to the Case Management Tab and limited access to service records. A volunteer can view or edit basic demographic information about clients (the profile screen), but is restricted from viewing detailed assessments. A volunteer can enter new client records; make referrals, or check-in/out a client from a shelter. Normally, this access level allows a volunteer to complete the intake and then refer the client to Program staff or a case manager.
 - **Program Directors**- Program Directors have full access to service records and access to most functions in CaseWorthy. However, Program Directors can only access basic Administrative Reporting on the Administrative Tab. All other screens are restricted. They have full access to service records.
 - **Mental Health Program Directors** – Mental Health Program Directors have full access to service records and access to most functions in CaseWorthy. However, Program Directors can only access basic Administrative Reporting on the Administrative Tab. All other screens are restricted. They have full access to service records. This role is completely private to other agencies.
 - **Case Manager**- Case Managers have access to most features excluding the Administrative functions including reports. They have access to all screens within the Case Management Tab, including the assessments and full access to service records.
 - **System Administrator** - System Administrator has full and complete access to the system. However, this user does have the option of choosing a Provider other than the default Provider assigned to their ID. System Administrators have access to all features. This level can add/remove users for Programs and edit their Program and program data. **(Not a Program Level) Allocated to TVCH staff only.**
14. The Program and TVCH agree that confidentiality of data provided to the Program by clients and entered into the database system is essential. The Program agrees that it has access only to the data generated by its Program and other partnering Programs with which the Program has a signed agreement. The Program agrees to keep that data confidential as well. The Program acknowledges that it has and follows a confidentiality policy that provides safeguards to insure the confidentiality of all data collected, including safeguards in the event of staffing changes. Said policy includes a provision that absolutely prohibits an authorized user from divulging his or her CaseWorthy software password to anyone other than the Programs Director, and/or TVCH HMIS Administrator and that requires that passwords are not written down in a location near the computer or kept on the computer. CaseWorthy software passwords are non-transferable. The Program agrees to provide a copy of such policy and any future amendments to TVCH and such policy and amendments are incorporated herein by reference. The Program will report any breach or suspected breach of confidentiality to TVCH within 24 hours of discovery of the breach or suspected breach. Failure to comply with the confidentiality requirements of this paragraph shall be considered substantial non-compliance with this agreement pursuant to paragraph 23.
15. In the event that data from the CaseWorthy software are subpoenaed by a Court having jurisdiction over either the Program or TVCH, TVCH agrees to immediately notify the Program that TVCH has received a subpoena for records contained in the CaseWorthy software pertaining to the Program.
16. The Program will keep TVCH informed at all times of all Program staff, volunteers, and interns authorized to use the CaseWorthy software and the level of access appropriate to each. In the event of the departure from the Program of authorized users, the Program shall immediately inform TVCH of the departure. Failure to inform TVCH of the departure of authorized users within 24 hours shall be considered substantial non-compliance with this agreement pursuant to paragraph 24.

17. TVCH will provide training and technical support to the Program in the use of the CaseWorthy software, The Program agrees to participate in trainings provided by TVCH as appropriate and necessary. Technical support provided by TVCH shall be available during normal business hours from TVCH's CaseWorthy Administrator.
18. TVCH will provide instructions to the Program for obtaining technical support during non-business hours and in the event of the unavailability of the TVCH CaseWorthy Administrator.
19. While suggestions for CaseWorthy software enhancements are welcome, upgrades and modifications to the CaseWorthy software software, when available, shall be purchased and installed solely at the discretion of TVCH.
20. The Parties agree that TVCH has access to all data and that TVCH can use the aggregate data for the purpose of generating statistical reports. However, TVCH and the Program understand and agree that no identifying information for either the individual client or the program or programs included in the reports without the express written consent of all clients or programs that are so identified. The CaseWorthy software developer also has access to all data solely for purposes of program maintenance and customized problem solving.
21. In the event that the Program is or becomes part of a larger umbrella organization, the Program agrees that it will ensure that no staff, volunteers, or interns for other components of the organization will have access to the CaseWorthy software.
22. The Program understands and agrees client data should be entered in real-time or no later than 3 business days after intake, assessment, or program or service entry or exit.
23. TVCH agrees to run quarterly progress reports for the Program on the 5th business day of each month following the close of the quarter (April 5th, July 5th, October 5th, and January 5th). TVCH agrees to run monthly progress reports for the Program on the 5th business day of each month. The format for these reports will be the same as for the annual progress report. Monthly and Quarterly progress reports will be distributed to program directors for review and verification of accuracy and completeness.
24. If the Program substantially fails to comply with its' obligations under this agreement, TVCH reserves the right to revoke all passwords assigned to the Program until the Program gives adequate assurance that it shall in the future comply with its' obligations.
25. The Program understands that TVCH is the administrator and custodian of data and not owners of the data. In the event TVCH ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all participating Agencies/Programs will be informed in a timely manner. A conversion of data from the current TVCH HMIS would transfer to the new administration's HMIS database.
26. This agreement is subject to availability of funds. In the event that TVCH is no longer able to maintain the CaseWorthy software, TVCH will take all reasonable steps to transfer its license to an entity able to carry out its responsibilities under this contract.
27. This agreement may only be modified in writing signed by both Parties. Any and all verbal amendments or understandings are of no force or effect.
28. The performance of this agreement is subject to any circumstance making it illegal or impossible to provide or use the CaseWorthy software, including natural or man-made disasters, war, government regulations, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated for any one of the above reasons by written notice from either party to the other within ten (10) days of learning the basis for termination.

Agency/Program Name

TN Valley Coalition for the Homeless

Executive Director

HMIS Administrator

DATE SIGNED:

DATE SIGNED:

DATE AGENCY GIVEN COPY OF THIS MOA:

