



**Kentucky Homeless Management Information System  
Agency Participation Agreement  
by and between  
Kentucky Housing Corporation  
and**

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

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This Agency Participation Agreement (the "Agreement") is entered into on \_\_\_\_\_(d/m/y) between Kentucky Housing Corporation (the "Lead Agency"), a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky, located at 1231 Louisville Road, Frankfort, Kentucky and \_\_\_\_\_ (agency name) (the "Participating Agency"), a \_\_\_\_\_(LLC, non-profit, etc.), located at \_\_\_\_\_.

WHEREAS, Lead Agency is the administrator of the statewide Kentucky Homeless Management Information System ("KYHMIS") and the designated Lead Agency for the Balance of State Continuum of Care in Kentucky;

WHEREAS, Participating Agency seeks approval from Lead Agency to participate in KYHMIS and through such participation would have access to a common set of tools and would agree to uphold standards of privacy and confidentiality as a condition of continued use; and

WHEREAS, this Agreement contains specific obligations that Participating Agency must follow in order to participate in KYHMIS and the terms and conditions of Participating Agency's use of KYHMIS.

Now, therefore, in consideration of the mutual promises contained in this Agreement, Participating Agency and Lead Agency agree as follows:

**I. DEFINITIONS**

- A. "Participating Agency" or "Participating Agencies" shall mean an organization (or organizations) that has/have agreed to participate in KYHMIS and has/have executed this Agreement.
- B. "User" shall mean any individual who has been issued an exclusive license on behalf of Agency to access KYHMIS as described in this Agreement.
- C. "Client" shall refer to any consumer of services from a Participating Agency.
- D. "Personally Identifiable Information" or "PII" is any information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual such as date and place of birth, mother's maiden name, etc.

- E. “Protected Health Information” or “PHI” refers to any individually identifiable health information transmitted or maintained in any form or medium.
- F. “Covered Entities” include healthcare providers, health plans, and healthcare clearinghouses involved in the transmission of PHI. This transmission can take place for purposes of payment, treatment, operations, billing, or insurance coverage. Covered Entities can include organizations, institutions, or persons.
- G. “Software Provider” refers to the company who owns and operates the database on which KYHMIS operates.
- H. “Community Services” is the web-based client information database on which KYHMIS currently operates.
- I. “Subject Matter Expert” refers to a Participating Agency’s designated point of contact for issues concerning Participating Agency’s access to KYHMIS.

## **II. ROLE OF LEAD AGENCY**

### **A. GENERAL**

- i. Lead Agency will maintain and operate KYHMIS for the Commonwealth of Kentucky. In consultation with each Continuum of Care in Kentucky, Lead Agency will select the KYHMIS Software Provider, define the KYHMIS program and implement its standards, promote awareness of the program to interested parties, and monitor the program’s success and opportunities.
- ii. Lead Agency will be the sole liaison between Participating Agency and the KYHMIS Software Provider.
- iii. Lead Agency will oversee the maintenance and installation of all necessary upgrades to KYHMIS and any associated software or operating systems.
- iv. Lead Agency will strive to provide consistent availability of KYHMIS and to allow 24-hour access to Users, except when taken offline for maintenance and updates. Lead agency will provide advance notice to agencies of downtime when possible.
- v. Lead Agency will provide the agreements, applications, forms, policies, and templates required for Agency to participate in KYHMIS.
- vi. Lead Agency will maintain a public website for distribution of materials, news, and general promotion of KYHMIS.
- vii. Lead Agency will maintain a Help Desk/Partner Agency Portal for technical support for Users of KYHMIS and will have a representative available for reasonable technical assistance, e.g., troubleshooting and report generation, during regular business hours.
- viii. Lead Agency will outline its policies and procedures for Users of KYHMIS in a published [KYHMIS Statewide Policy Manual](#).
- ix. Lead Agency will publish reports based only on aggregated data and may make statewide data available on the KYHMIS website and otherwise when requested.
- x. Lead Agency will work with each Continuum of Care in Kentucky to communicate issues that directly affect Participating Agencies and the service community as a whole.

## **B. USER TRAINING AND PROGRAM SETUP**

- i. Lead Agency will provide or arrange for all required training for Participating Agency to participate in KYHMIS and any associated trainings that may arise. Training will be provided to all Users of KYHMIS.
- ii. Lead Agency will provide training materials, including User manuals with definitions and instructions, to everyone who participates in training offered by Lead Agency.
- iii. Lead Agency may provide other KYHMIS-related trainings upon request.
- iv. Lead Agency or its designee will provide initial training and periodic updates when needed to Participating Agency's Subject Matter Expert on the use of KYHMIS.

## **C. PRIVACY, CONFIDENTIALITY AND SECURITY**

- i. Lead Agency will develop, implement, and maintain privacy, confidentiality, and security protocols for KYHMIS.
- ii. Lead Agency will issue User accounts, passwords, and certificates of participation (when requested) for Users, provided that: (i) Agency has signed this Agreement; (ii) Agency has paid all applicable participation fees; (iii) Lead Agency has received all necessary completed and signed User agreements; and (iv) User has successfully completed any required training and testing.
- iii. Lead Agency may periodically change Participating Agency passwords and/or User passwords for security purposes.
- iv. Lead Agency may lock out User accounts after sixty (60) days of inactivity.
- v. Lead Agency may conduct Participating Agency site visits to ensure compliance with privacy and security protocols.

## **III. PARTICIPATING AGENCY GENERAL DUTIES AND RESPONSIBILITIES**

### **A. GENERAL**

- i. Participating Agency will strictly adhere to all terms contained in this Agreement, as it may be amended from time to time, including all Addenda.
- ii. Participating Agency will comply with the [KYHMIS Statewide Policy Manual](#) and any other policies and procedures issued by Lead Agency related to KYHMIS.
- iii. Participating Agency acknowledges that all required documents must be signed and returned to Lead Agency along with required licenses fees, and all Users must have completed the designated new user training provided by Lead Agency, prior to the activation of Participating Agency's User logins and KYHMIS accounts.
- iv. Participating Agency acknowledges that all forms, agreements, templates, guides, and publications supplied to Agency or made public on the KYHMIS website are available for use with KYHMIS and should not be modified without prior consent of Lead Agency.
- v. Participating Agency acknowledges that any forms or documents posted on the KYHMIS website as agency-specific forms or documents were created to meet individual agency needs. These documents are available for use as a template in planning Participating Agency's own custom forms.

- vi. Participating Agency may make requests for customization of KYHMIS. Lead Agency will communicate these requests to Software Provider who may charge a fee for any work done. Any fees resulting from the authorization, request, or cancellation of a statement of work from Software Provider will be the responsibility of Participating Agency.
- vii. Participating Agency will be responsible for all costs incurred in Participating Agency's participation in KYHMIS including but not limited to the procurement of computers, the installation of software, the establishment of internet connectivity, anti-virus protection, the production of data transfer files, any required system upgrades or maintenance, additional software and licenses, and similar fees.
- viii. Participating Agency agrees to keep any fees charged by Lead Agency for access to KYHMIS current. Lead Agency may terminate Participating Agency's use of KYHMIS for lack of payment or past due fees.
- ix. Participating Agency must require all Users to subscribe to receive Lead Agency's [eGrams](#) (electronic newsletters) after they participate in training. These newsletters contain important information about reporting requirements, deadlines, regulation changes and other important information. eGrams are Lead Agency's primary means of communication.
- x. Participating Agency is responsible for the data entered into KYHMIS by its Users and ensuring all reporting requirements are met. Failure to complete all KYHMIS requirements may result in suspension or recapture of funds.
- xi. Whenever possible Participating Agency agrees to make all requests for reports, work, or customization to Lead Agency in writing.
- xii. In some instances, hardware used for participation in KYHMIS may be provided by Lead Agency. Lead Agency makes no guarantees as to the fitness, safety, or efficiency of the equipment. Any equipment provided will require an additional agreement between Lead Agency and Participating Agency.

#### B. USER SET UP TRAINING AND MONITORING

- i. All Users must complete the new user training provided by Lead Agency prior to activation of the Participating Agency's User logins and their KYHMIS accounts.
- ii. Participating Agency will not knowingly permit any person to access KYHMIS unless and until:
  - a. The person has completed all required KYHMIS training;
  - b. Lead Agency has issued that person the appropriate User account and password; and
  - c. Both this Agreement and all appropriate User License Agreements have been signed and returned to Lead Agency.
- iii. Participating Agency will maintain copies of all User License Agreements signed by Participating Agency personnel to whom User accounts have been issued.
- iv. Participating Agency will identify a Subject Matter Expert for KYHMIS. The Subject Matter Expert will be expected to perform the following:

- a. Serve as the contact person for Lead Agency as to KYHMIS data issues.
  - b. Attend KYHMIS training either in person, via webinars, or through online videos, and share new information with other Participating Agency Users.
  - c. Run all required KYHMIS reports.
  - d. Address Participating Agency data quality issues.
  - e. Update Participating Agency's provider information including bed inventory, provider preferences, and general KYHMIS Agency settings. This information is updated through the annual Housing Inventory Count (HIC) process.
  - f. Implement various KYHMIS modules, as applicable, for Participating Agency.
- v. Participating Agency *should* maintain at least two active User accounts at any one time. Participating Agency will notify Lead Agency within 24 hours of any changes in personnel that are Users of KYHMIS.
  - vi. Participating Agency will ensure that Users have signed all User agreements and that Users attend all required training. Participating Agency will also ensure that its Users sign the KYHMIS Acknowledgment of Receipt of the KYHMIS Statewide Policy and Procedures and agree to comply with all KYHMIS policies and procedures prior to being given access to KYHMIS;
  - vii. Participating Agency acknowledges that Lead Agency may host local or regional User meetings or other similar meetings or periodic trainings and agrees to designate at least one member of staff to attend.
  - viii. Participating Agency will provide basic computer training or determine basic computer proficiency of all Users.
  - ix. Participating Agency shall ensure that all staff, volunteers, and other persons issued a User ID and password for KYHMIS receive basic confidentiality training.

#### C. PRIVACY AND CONFIDENTIALITY

- i. Participating Agency will comply with all federal and state laws and regulations and with all KYHMIS policies and procedures relating to the collection, storage, retrieval, and dissemination of Client information.
- ii. Participating Agency will abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. Participating Agency understands that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- iii. If Participating Agency is a Covered Entity, Agency shall abide by all regulations and requirements as detailed in the Standards of Privacy of Individual Identifiable Information (The Privacy Rule) and the Health Insurance Portability and Accountability Act (HIPAA). If Participating Agency is not a Covered Entity, Participating Agency shall, at

a minimum, abide by all confidentiality and security regulations and requirements applicable to KYHMIS and/or the data collected.

- iv. **If Participating Agency is a Victim Service Provider funded under HUD's Section 8 Moderate Rehabilitation SRO Program, Emergency Solutions Grant Program, and Continuum of Care Program, Participating Agency acknowledges it is prohibited from disclosing any Client PII in KYHMIS. Participating Agency agrees to collect data in a comparable database as described in the KYHMIS Statewide Policy Manual and to comply with all legal requirements applicable to Victim Service Providers.**
- v. Participating Agency will incorporate and document an internal policy regarding the gathering, processing, and storing of PII, PHI, and any other restricted access information such as: health diagnosis, HIV/AIDS information, mental health diagnosis, domestic violence issues. This policy shall be made available to Lead Agency upon request.
- vi. Participating Agency shall require each member of its staff with access to KYHMIS to sign annually a confidentiality agreement that acknowledges receipt of the [KYHMIS Privacy Notice](#) and the [KYHMIS Privacy Policy](#) and pledges compliance with them.
- vii. Participating Agency will post a copy of the KYHMIS Privacy Statement (or a substantially similar document) at all data collection points. Where data is collected by phone, Participating Agency agrees to have operators read this statement to all callers.
- viii. The [KYHMIS Client Release of Information Form](#), once completed, acknowledges the Client understands the data collected will be entered into KYHMIS and indicates the Client's preference for sharing his/her information with agencies participating in KYHMIS. Participating Agency understands that Lead Agency requires completed Client Release of Information Form before any identifying Client information is entered into KYHMIS. Participating Agency acknowledges that a completed Client Release of Information Form must be obtained annually.
- ix. Participating Agency will provide a verbal explanation of KYHMIS and the options for consent to each Client and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding.
- x. Participating Agency shall maintain appropriate documentation of any Client consent records obtained in a secure location for a period of seven (7) years after the last date of Client service by the originating agency and assure their subsequent destruction by shredding or burning. Participating Agency shall make such forms available to Lead Agency as requested for periodic audits.
- xi. Participating Agency agrees that whenever possible Clients will be identified by their client identification number assigned in KYHMIS.
- xii. Participating Agency understands that assessment screens are only allowed to be edited by the individual that originally enters the data, whether that individual is employed by Agency or another Participating Agency. Participating Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.
- xiii. Participating Agency understands that it will retain access to all identifying and statistical data on the Clients it serves.

- xiv. Participating Agency understands that access to data on those it does not serve will be limited to basic identifying information and nonconfidential service data. Therefore, Participating Agency understands that, with rare exception, a list of all persons in KYHMIS along with basic identifying information and nonconfidential service data can be generated.
- xv. Participating Agency is bound by all restrictions placed upon the data by the Client of any Participating Agency. Participating Agency shall diligently record in KYHMIS all data restrictions requested by a Client. Participating Agency agrees not to release any confidential information received from KYHMIS to any organization or individual without proper Client consent unless otherwise permitted by applicable laws or regulations.
- xvi. Participating Agency agrees to use KYHMIS for business purposes only and will not solicit or input information from Clients into KYHMIS unless it is essential to provide services or conduct evaluation or research.
- xvii. Participating Agency acknowledges that Clients who choose not to authorize the sharing of information cannot be denied services for which they would otherwise be eligible. Lead Agency does not require or imply that services must be contingent upon a Client's participation in the sharing of data in KYHMIS.
- xviii. If a client submits a written request to withdraw consent for the sharing of information, Participating Agency is responsible to ensure that the Client's information will be unavailable as indicated on the KYHMIS Client Release of Information Form.
- xix. If a Client has previously given permission to multiple agencies to have access to her/his information, beyond basic identifying information and nonconfidential service transactions, and then chooses to eliminate one or more of these agencies, the Agency at which such desire is expressed will contact its partner agency/agencies with whom the client previously granted permission for information exchange and explain that the record, or portions of the record, will no longer be shared at the client's request. The agency where the request is made will then either close the entire record, or simply lock out portions of the record to the other agency or agencies.
- xx. Participating Agency acknowledges that upon expiration of a Client Release of Information Form, a new Client Release of Information Form with a new expiration date must be obtained from the Client.
- xxi. Participating Agency agrees to post the KYHMIS Privacy Notice and the KYHMIS Grievance Policy in its office and to provide a copy to Clients at the point of intake. Participating Agency also agrees to post information on obtaining a copy of the KYHMIS Privacy Notice and Grievance Policy and the Participating Agency's privacy notice(s), if applicable, on the Participating Agency website.
- xxii. Participating Agency agrees to provide a copy of the complete KYHMIS Privacy Policy to each Client upon request and to make it available on the Participating Agency's website.
- xxiii. Participating Agency agrees to permit Lead Agency to monitor its handling of confidential Client data in connection with KYHMIS, including but not limited to, its confidentiality procedures and documentation (client release of information, etc.), via monitoring visits and data quality checks.

- xxiv. Participating Agency agrees to perform an annual confidentiality analysis as prescribed by Lead Agency and report the results to Lead Agency using Lead Agency's Annual Agency Privacy and Security Monitoring Form.
- xxv. Participating Agency acknowledges that ensuring the confidentiality, security and privacy of any information collected for or downloaded or obtained from KYHMIS database by Participating Agency is the responsibility of Participating Agency.
- xxvi. Participating Agency is responsible for ensuring the confidentiality, security, and privacy of any data it transmits to KYHMIS.
- xxvii. Lead Agency may suspend KYHMIS access to any User or Participating Agency for the purpose of investigating suspicion of breached confidentiality.

#### D. SECURITY

- i. Participating Agency will limit KYHMIS access only to authorized Users and follow all KYHMIS protocols for monitoring those Users.
- ii. User identification and passwords may not be shared among Users or with any other organization, governmental entity, business, or individual. Participating Agency will not allow its Users to enter data on behalf of any other organization, governmental entity, business or individual.
- iii. Participating Agency will keep updated virus protection software on Agency computers that access KYHMIS.
- iv. Participating Agency will take all reasonably necessary precautions to prevent destructive or malicious programs (including but not limited to viruses or spyware) from being introduced to any part of KYHMIS, including Users' computers. Participating Agency will employ reasonably appropriate measures to detect virus or spyware infection and deploy all reasonably appropriate resources to efficiently disinfect any affected systems as quickly as possible.
- v. Transmission of material in violation of any United States federal or state regulations is prohibited and includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- vi. Participating Agency will not use KYHMIS with intent to defraud the federal, state, or local government, or an individual entity, or to conduct any illegal activity.
- vii. Participating Agency will designate a staff person to act as the Agency security officer, responsible for the implementation of KYHMIS security procedures at the Agency level.
- viii. Participating Agency will not knowingly release any KYHMIS data to any person or organization that is not part of KYHMIS, unless such release is covered by the KYHMIS Privacy Policy.
- ix. Participating Agency will develop and document an internal procedure to be used in the event of a violation of any KYHMIS security protocol. Said policy will be made available to KHC upon request.
- x. Participating Agency will develop and adhere to local security standards that should include the following (at a minimum):



- a. Products: Physical security (door locks, computer screen view, local network passwords, firewall)
  - b. People: Personnel security (authorized Users only, local oversight of usage)
  - c. Procedures: Organizational security (policies and procedures are in place)
- xi. Participating Agency will not cause corruption of KYHMIS in any manner or way. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by Participating Agency or Lead Agency or any other computer system or network, will result in immediate suspension of services and Lead Agency may pursue all appropriate legal action.
- xii. Participating Agency will not share or publish any information concerning the structure of KYHMIS that may be revealed or shared or distributed to them from Lead Agency in the development of any data transfer files including but not exclusive to data dictionaries, data flow diagrams, schemas, or table layouts.
- xiii. Participating Agency will acknowledge sources whenever documentation is used belonging to or created by Software Provider.
- xiv. Participating Agency is responsible for maintaining the proprietary rights of Software Provider in regard to any outsourcing or consultation that may be done to create data files for transfer or in any customization or additional work requested by the Participating Agency that may involve the KYHMIS.

#### E. DATA QUALITY AND MONITORING

- i. Participating Agency will become familiar with and fully comply with the KYHMIS Data Quality Plan. This plan is posted on Lead Agency's website at <https://kyhmis.zendesk.com/hc/en-us/articles/115001293054-KYHMIS-Data-Quality-Plan>.
- ii. Participating Agency shall consistently enter information into KYHMIS and will strive for real-time data entry. At a minimum, data must be entered into KYHMIS within three business days of the Client receiving services. Participating Agency acknowledges that repetitive lack of timely entry can result in official reports of concern and possible findings against Participating Agency.
- iii. Participating Agency will immediately notify Lead Agency when a programmatic, personnel, or other issue arises that precludes Participating Agency from entering KYHMIS data within the allowed timeframe.
- iv. Participating Agency is responsible for meeting all data quality standards set by HUD and will collect all HUD mandatory data elements according to the data completeness and accuracy requirements.
- v. Participating Agency will take all steps reasonably necessary to verify the information provided by Clients for entry into KYHMIS, and to see that it is correctly entered into the KYHMIS by Users.
- vi. Participating Agency will not alter information in KYHMIS entered by another Participating Agency with information known to be inaccurate, e.g., Participating Agency

will not purposefully enter inaccurate information to override information entered by another Participating Agency.

- vii. Participating Agency acknowledges and Lead Agency agrees that Participating Agency retains joint ownership over all information entered in KYHMIS regardless of method of transfer.
- viii. In the event this Agreement is terminated, Lead Agency and all Participating Agencies shall maintain their right to use all Client data entered by Participating Agency prior to termination, subject to any restrictions imposed by the Client.
- ix. In the event KYHMIS ceases to exist, Participating Agency will be notified and provided a reasonable time to access and save Client data for those served by Participating Agency to the extent permitted under Participating Agency's level of participation. Thereafter the information collected by the centralized server will either be purged or appropriately stored.
- x. In the event the KYHMIS office ceases to exist as a project of Lead Agency, the custodianship of the data within KYHMIS will be transferred by the Lead Agency's office to another organization as designated for continuing administration of KYHMIS.
- xi. Participating Agency will provide data in the appropriate format for all data transfers as stipulated by Lead Agency.
- xii. Access to KYHMIS data and all requests for data will be based on the current participation level of Participating Agency.
- xiii. All requests for KYHMIS data through an open records request will be handled in accordance with all federal, state, local laws and the open records request policy of Lead Agency.
- xiv. While a Participating Agency can request its data based on participation levels, agencies should note that their withdrawal from participation does not remove client level data entered by Participating Agency. Data will remain in KYHMIS with original security settings.
- xv. Participating Agency shall comply with and enforce all applicable policies, laws, codes, and regulations including but not limited to: the KYHMIS Statewide Policy Manual, HUD Data Dictionary, HUD User Manual, Client Release of Information Form, User License Agreement(s), KYHMIS Privacy Policy, KYMIS Grievance Procedure, and applicable codes of ethics. Such documents may be modified as needed to ensure smooth and efficient operation of KYHMIS. Lead Agency will announce approved modifications in a timely manner via mail, eGram service, and/or by the Community Services News, a feature in KYHMIS.
- xvi. Participating Agency shall only enter individuals in KYHMIS that exist as Clients under the Participating Agency's jurisdiction. Participating Agency shall not misrepresent its Client base in KYHMIS by entering information known to be inaccurate.
- xvii. Participating Agency will prohibit any of its users from including profanity, offensive language, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, familial status, or sexual orientation, in KYHMIS.

- xviii. Participating Agency shall not knowingly enter false or misleading data under any circumstances.
- xix. Participating Agency will respond in a timely manner to all requests from Lead Agency regarding correcting errors, updating information, completing records or reviewing Client data.
- xx. Participating Agency acknowledges that upon the expiration of the Client Release of Information Form, any additional data entered must be locked and closed to sharing unless a new Client Release of Information Form is obtained.
- xxi. Participating Agency agrees that any data extracted from KYHMIS that is used in the production of reports, published, or printed in any form, be de-identified data only and that proper disclaimers and source documentation accompany the data.
- xxii. Participating Agency agrees to work with Lead Agency to identify performance or usage issues and resolve any problems or concerns Agency may have.
- xxiii. Participating Agency will report immediately to Lead Agency any breach in the security of KYHMIS.
- xxiv. Participating Agency acknowledges that any intentional misuse, corruption, compromise in security, or unreported instances of such activity, will result in immediate suspension of services and where appropriate legal action against the offending entities.
- xxv. Participating Agency will allow Lead Agency to conduct periodic monitoring and reviews of the original documentation in Client files to ensure data accuracy.

#### **IV. KYHMIS PARTICIPATION FEES**

Access to KYHMIS requires the payment of all applicable fees upon the date payable. Fees can include, but are not necessarily limited to, base participation fees, annual User fees, data import and transfer fees, and setup fees. Lead Agency reserves the right to modify fee schedules.

#### **V. REPORTS**

- A. Participating Agency shall retain access to identifying and statistical data on its Clients.
- B. Participating Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to persons. However, such aggregate data shall not directly identify individual Clients.
- C. Lead Agency will use only unidentified, aggregate KYHMIS data for policy and planning decisions, in preparing federal, state, or local applications for funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.
- D. Lead Agency may provide Client identification numbers to the creating Participating Agency to report missing, incomplete, or duplicate data.
- E. Participating Agency acknowledges that KYHMIS usage reports will be run for Participating Agency on a periodic basis, and maybe published or released to requesting funders such as HUD or Kentucky Housing Corporation.
- F. Reports obtaining information beyond basic identifying data and nonconfidential services on individuals not served by the Participating Agency are limited to statistical and frequency reports, which do not disclose identifying information.

- G. Participating Agency is responsible for meeting all HUD and Lead Agency data quality standards and will submit required reports by specified deadlines.

## **VI. HOLD HARMLESS**

- A. Lead Agency, including its employees and agents, makes no warranties, expressed or implied. Participating Agency at all times will indemnify and hold Lead Agency, including its employees and agents, harmless from any damages, liabilities, claims and expenses that may be claimed against Agency; or for injuries or damages to Agency or another party arising from Participating Agency's participation in KYHMIS; or arising from any acts, omissions, neglect, or fault of Agency or its agents, employees, licensees or Clients; or arising from Participating Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business.

Participating Agency will also hold Lead Agency harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Bowman Systems, by Agency's or another Participating Agency's negligence, errors, or omissions, as well as natural disasters, technological difficulties, and/or Acts of God.

Lead Agency shall not be liable to Participating Agency for damages, losses, or injuries to Participating Agency or another party other than if such is the result of gross negligence or willful misconduct of Lead Agency.

Lead Agency agrees to hold Participating Agency harmless from any damages, liabilities, claims, or expenses caused solely by the negligence or misconduct of Lead Agency.

- B. Participating Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000). Said insurance policy shall include coverage for theft or damage of Participating Agency's KYHMIS-related hardware and software, as well as coverage of Agency's indemnification obligations under this Agreement. Participating Agency agrees to provide proof of such insurance upon request of Lead Agency.
- C. Provisions of this section shall survive any termination of this Agreement.

## **VII. TERMS AND CONDITIONS**

- A. This Agreement is effective on date it is signed by Participating Agency and Lead Agency representatives on the signature page of this Agreement and shall remain in effect until terminated pursuant to Paragraphs VII, C, D, or E.
- B. Neither Lead Agency nor Participating Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- C. Upon violation of any of the privacy or confidentiality provisions of this Agreement, Lead Agency may immediately terminate Participating Agency from use of KYHMIS by giving verbal notice to Participating Agency followed by written notice.
- D. Upon violation of any other provision of this Agreement, Lead Agency may immediately suspend Participating Agency from use of KYHMIS by giving written notice to Participating Agency. If the violation(s) are not cured within ten (10) calendar days from notification date, Lead Agency at its sole option may immediately terminate this Agreement.

- E. Either party shall have the right to terminate this Agreement at any time upon 30 days written notice served upon the other party by USPS mail, first class, return receipt requested.
- F. Revisions to this Agreement may be made by Lead Agency with written notification of the revisions sent to each Participating Agency by Lead Agency's eGram service or any other form of written notification.
- G. The parties hereto agree that this Agreement is the complete and exclusive statement of the Agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement.

### III. ADDENDA

The following Addenda are part of this Agreement:

- KYHMIS Statewide Policy Manual
- KYHMIS Privacy Policy
- KYHMIS Data Quality Plan

If a conflict among this Agreement and the Addenda arises, this Agreement shall control over the Addenda.

The persons executing this Agreement on behalf of Participating Agency and Lead Agency represent that they are authorized to do so and to legally bind the organizations they represent to all the terms and provisions set forth herein.

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**Signature of Participating Agency Representative**

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**Date**

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Print Name

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Title

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**Signature of Lead Agency Representative**

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**Date**

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Print Name

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Title