

LOUISIANA SERVICES NETWORK DATA CONSORTIUM

AGENCY PARTNER AGREEMENT

This business agreement (hereinafter referred to as "Agreement") is made and entered into by the Regional Lead Agency operating the Louisiana Services Network Data Consortium (hereafter called the "Regional LSNDL Lead Agency"), and _____ (hereafter called the "Participating Agency"), an agency providing housing and/or support services to persons in the state of Louisiana within the UNITY of Greater New Orleans Region.

UNITY of Greater New Orleans the primary coordinating body for UNITY of Greater New Orleans along with Continua of Care throughout Louisiana, have contracted with the Louisiana Services Network Data Consortium, through funding from the U.S. Department of Housing and Urban Development, to provide for the development, implementation, and maintenance of the Louisiana Services Network Data Consortium information system. The Louisiana Services Network Data Consortium uses ServicePoint™, a software application developed by Bowman Systems. VIA LINK is the ServicePoint™ software license holder for the Regional CoC HMIS Participating Agencies in the UNITY of Greater New Orleans Region.

The State HMIS administrating organization, Louisiana Services Network Data Consortium, is a non-profit entity that was developed under the coordinated effort of the nine regional Continua of Care (see addendum) in the State of Louisiana. If a Louisiana Services Network Data Consortium policy conflicts with a regional Continuum of Care policy, the regional Continuum of Care policy will supersede the Louisiana Services Network Data Consortium policy.

The LSNDL uses ServicePoint™, a web based, electronic client information system. ServicePoint™ provides a standardized assessment of consumer needs, creates individualized service plans and records the use of housing and other services which communities can use to determine the utilization of services from participating Agencies, as well as to identify gaps in the local service continuum and develop outcome measurements.

The signature of the authorized representative of the Agency below indicates its agreement with the terms of this Agreement and is a prerequisite of the establishment of a Louisiana Services Network Data Consortium System account for such Partner Agency.

THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Activities to be maintained by and expected of the Louisiana Services Network Data Consortium:
 - a) Operating Polices. The Louisiana Services Network Data Consortium, in consultation with participating agencies and a Board comprised of provider agency personnel, shall establish guidelines and operating policies that are in compliance with federal regulation, Department of Housing and Urban Development, [Docket No. FR 4848-N-02], Homeless Management

- Information System (HMIS) Data and Technical Standards. These policies and procedures shall be made available to all participating agencies, and a system of review will be established to ensure ongoing viability and responsiveness of policies to the project's environment.
- b) Network Server. The Louisiana Services Network Data Consortium shall contract with Bowman Systems to operate and maintain the network server, network modems, network software and other network and communications hardware and software installed at Bowman Systems (333 Texas Street, Shreveport, LA 71101) necessary for the proper functioning of the Louisiana Services Network Data Consortium System and any associated network or server-based applications.
 - c) Security of Data on File Server. The Louisiana Services Network Data Consortium, the Regional HMIS Lead Agency, and Bowman Systems shall coordinate to ensure that all client data in the LSNDC System remains secure. This shall prohibit access by individuals who are not registered with the Regional LSNDC System Administrator, and therefore, are unauthorized to receive Participating Agency and client data information through any and all means, including the telephone, postal mail, and the computer. All registration and the addition of Participating Agency staff to the Louisiana Services Network Data Consortium System will be handled through the coordination between the State LSNDC System Administrator and the Regional LSNDC System Administrator. The Regional LSNDC System Administrator is responsible for assigning security codes and providing accessibility to the Louisiana Services Network Data Consortium System to only those authorized individuals designated by the Executive Director of the Participating Agency. The Louisiana Services Network data Consortium shall not be held liable for any breach in security related to changes in authorized Participating Agency personnel, if the Participating Agency has not notified the Regional LSNDC System Administrator of said changes within a permissible time period. Notification must be documented through e-mail, or postmarked through postal mail, within one business day of the personnel change.
 - d) Back Up of Data on File Server. The State LSNDC Fiscal Agency shall contract with Bowman Systems to provide for the backup of all information housed on the network server. Back up will be made each business day. The State LSNDC System Administrator and Bowman Systems will maintain documentation regarding back up procedures and disaster recovery.
 - e) Updates/Upgrades to ServicePoint™ Software. The Regional LSNDC System Administrator shall notify the Participating Agency of substantial updates and version upgrades to the Louisiana Services Network Data Consortium System software through e-mail to the Executive Director and posting notice in the "System Wide News" of the Louisiana Services Network Data Consortium System homepage.
 - f) Training. The Regional LSNDC System Administrator shall provide training to authorized Participating Agency personnel on use of the Louisiana Services Network Data Consortium System. Upon completion of training, the

Participating Agency personnel should reasonably understand how each module works.

- g) Support. The Regional LSND System Administrator will provide ongoing support for the Louisiana Services Network Data Consortium System to the Participating Agency through additional training in any aspects of the system and ongoing telephone Help Desk functions. Support will be available between the hours of 9:00 a.m. to 4:30 p.m. on regular business days. The Regional LSND System Administrator will acknowledge the receipt of inquiries in a timely manner. The Louisiana Services Network Data Consortium System also contains an on-line Help file for user support.
- h) Support will include State/Regional LSND System Administrators' verification that the network server and the Louisiana Services Network Data Consortium system are functioning correctly. Participating agencies are responsible for maintenance of their computer hardware and internet connectivity. The Regional LSND System Administrator will assist agency staff with questions that arise during the use of the Louisiana Services Network Data Consortium System. Participating agencies should contact the Regional LSND System Administrator with questions or problems that appear to be related to errors in the Louisiana Services Network Data Consortium System software. The Regional LSND System Administrator may pass a description of the problem and an agency contact name to the State LSND System Administrator who may also pass this information on to Bowman Systems support group. At the request of participating agencies, the Regional LSND System Administrator will assist in the consolidation and deletion of duplicate client records.
- i) Documentation/Manual on the use of the Louisiana Services Network Data Consortium System. The State/Regional LSND System Administrators will maintain electronic access to documentation and manuals regarding the use of the Louisiana Services Network Data Consortium System.
- j) Data. Upon termination of this agreement, and at the Participating Agency's request, the Regional LSND System Administrator may assist the Participating Agency with generating a final global report of their data within a reasonable time frame. Notwithstanding anything in the agreement to the contrary, the Regional LSND Lead Agency and agencies using the Louisiana Services Network Data Consortium System shall have the continuing right after the termination of this agreement to retain and use a copy of the Participating Agency's data which was shared during the course of this agreement in furtherance of the Louisiana Services Network Data Consortium System programs and subject to any restrictions on use imposed by the clients to whom such data pertains and/or set forth in the provision hereof which, by their terms, survive termination of this agreement.
- k) Costs. Should it become necessary for the Louisiana Services Network Data Consortium to incur costs, including, but not limited to, software and hardware purchases that benefit the entirety of the system, that exceed the existing expenditure structure, the Regional Lead Agency may share costs with participating agencies. The Louisiana Services Network Data Consortium shall determine, in consultation with and after advance approval of [INSERT

- COC NAME] and participating agencies, the per agency cost. All costs shall be documented and itemized. These costs are supplementary to any fee structure the Regional LSNDL Lead Agency may have in place at the time of the Participating Agency's signing of the LSNDL Agency Partner Agreement.
- 2) Activities to be Maintained By and Expected of the Participating Agency of the Louisiana Services Network Data Consortium System.
 - a) Security of data. The Participating Agency shall enforce and maintain security of all information stored in the Louisiana Services Network Data Consortium System at the Participating Agency. The Regional LSNDL System Administrator assigns a Unique ID and Password to each individual staff person accessing the Louisiana Services Network Data Consortium System. The Unique ID and Password must be secured and NEVER shared with any other person. The Participating Agency shall maintain a current copy of the Louisiana Services Network Data Consortium System Standard Operating Procedures and ensure that each individual accessing the Louisiana Services Network Data Consortium System has signed an acknowledgement that they have read and understood the Louisiana Services Network Data Consortium System Standard Operating Procedures prior to accessing the Louisiana Services Network Data Consortium System. The Participating Agency shall notify the Regional LSNDL System Administrator in writing of all personnel changes involving those staff authorized to have access to client or agency data in the Louisiana Services Network Data Consortium System within 24 hours of the personnel changes. Each Participating Agency shall defend and indemnify the Louisiana Services Network Data Consortium and the other participating agencies from any claims or causes of action arising from the unauthorized release of data. If a breach in security occurs due to the illegal sharing of a single Unique ID and Password to anyone other than the authorized user it was assigned, the Regional LSNDL System Administrator must immediately remove the Participating Agencies access to the Louisiana Services Network Data Consortium System.
 - b) Data. The Participating Agency shall at all times have rights to the data pertaining to their clients that was created or entered by them on the Louisiana Services Network Data Consortium System. The Participating Agency shall at all times have the right to use all data pertaining to their clients. However, the Participating Agency shall be bound by any and all restrictions imposed by clients pertaining to the use of personal data which they do not formally release, as noted in individual the Louisiana Services Network Data Consortium System case records and in the written client release of information.
 - c) Data Entry. The Participating Agency shall enforce with their staff the importance, quality, and accuracy of entering all data into the Louisiana Services Network Data Consortium System, as required in the Department of Housing and Urban Development, [Docket No. FR 4848-N-02], Homeless Management Information System (HMIS) Data and Technical Standards. After training of agency staff by the Regional LSNDL Administrator, the Participating Agency has the responsibility to implement and manage a system of entering client data; the Regional LSNDL System Administrator will

- provide assistance with project management if requested by the Participating Agency. The Participating Agency must ensure that all selected personnel are trained on these procedures.
- d) Access to Aggregate Data from Participating Agency. Any data released will be aggregated ensuring that client identifiers (name, DOB, Social Security Number) are neither used nor released. The Participating Agency will have access to aggregate data collected from the Louisiana Services Network Data Consortium System. Such information will be available from the Regional LSND System Administrator and provided as time permits.
 - e) Transferability. Neither the Participating Agency's right to participate in the Louisiana Services Network Data Consortium System, nor any other right, license, privilege, duty, obligation or responsibility conferred upon the Participating Agency by the agreement may be transferred or assigned, voluntarily or involuntarily, through merger, consolidation, or otherwise, without express approval of the State/Regional LSND System Administrators .
 - f) Maintenance and security of Hardware/Software/Internet Connectivity. The Participating Agency shall maintain and secure the minimum required hardware, software and internet connectivity required in the Department of Housing and Urban Development, -Docket No. FR 4848-N-02, Homeless Management Information System (HMIS) Data and Technical Standards. These minimum requirements include the following:
 - i) Microsoft Operating System: Windows XP Professional
 - ii) Virus Protection Software: must automatically update and upgrade
 - iii) Anti-spyware Software: must automatically update and upgrade
 - iv) Firewall: Can be software or hardware
 - v) Internet Connectivity: must be DSL or higher
 - vi) PC: Pentium IV or higher
 - vii) PC Access: PC must be password protected with each user having a unique Login ID and Password.
 - g) Louisiana Services Network Data Consortium System Software. The Participating Agency shall not copy, modify, distribute or transfer, display, sublicense, rent, reverse engineer, decompile, or disassemble the Louisiana Services Network Data Consortium System, ServicePoint™ software. In the event that the Participating Agency terminates its involvement in this project, the Participating Agency shall relinquish rights to all software licenses.
 - h) Confidentiality Information. The parties acknowledge and agree that the use of the Louisiana Services Network Data Consortium System will necessarily cause each party to disclose or make available to the other party and to other participating agencies information and materials that may be deemed confidential. Confidential information shall be defined as the following: any and all information relating to past or present clients; any information required by law to be kept confidential; computer codes; passwords and access information for the Louisiana Services Network Data Consortium System; and any information designated as confidential by the disclosing party. Information will not be considered to be confidential information if it is not information designated as confidential by the disclosing party. Only that client specific

- data stored by the Louisiana Services Network Data Consortium System that has been expressly approved for release by the client, as designated on the appropriate the Louisiana Services Network Data Consortium System electronic security page, shall be accessible to other participating agencies, or available for inclusion in reports.
- i) Exhibit "A" to this Agency Partner Agreement outlines data sharing terms and conditions by which each Participating Agency will abide while participating in the Louisiana Services Network Data Consortium System.
 - j) Exhibit "B" to this Agency Partner Agreement outlines the confidentiality requirements by which each Participating Agency will abide while participating in the Louisiana Services Network Data Consortium System
 - k) Client authorization to release information shall also be established through the use of a written, signed General Release of Information form, or Domestic Violence Release of Information, where appropriate, that is to be completed and retained at each Participating Agency that serves the client. Should the Participating Agency need to share confidential and privileged health information through the LSNDC system, a supplemental Consent for the Release of Confidential Information will be completed and retained as well. Only authorized personal may review these forms. Copies of the *LSNDC General Release of Information*, the *LSNDC Domestic Violence Release of Information* and *LSNDC Consent for the Release of Confidential Information* forms shall be available at the Louisiana Services Network Data Consortium System website: www.louisianaservicesnetwork.org
- 3) Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. In the event the Participating Agency is found to have abused their use of the Louisiana Services Network Data Consortium System or otherwise violated the terms of this agreement, this agreement can be terminated at once, upon delivery of written notice as specified in Section 7 of this agreement.
 - 4) Amendments, Waivers. This agreement may not be modified, amended in any way, or altered except by a written document signed by both parties to this agreement. No waiver of any right hereunder will be effective unless agreed upon in writing, and no waiver of any breach or default hereunder shall be deemed a waiver of any other provision or of any subsequent breach or default of the same provision of this agreement.
 - 5) Indemnification. The Participating Agency shall indemnify, defend and hold harmless the Louisiana Services Network Data Consortium System, its officers, agents and employees from any claim, liability, loss, injury, damage, costs or attorney's fees arising out of or in connection with, performance of this Agreement by the Participating Agency, its agents, employees or subcontractors excepting only such loss, injury or damage caused solely by the negligence or willful misconduct of the Louisiana Services Network Data Consortium System, its officers, agents or employees.
 - 6) Entire Agreement. This agreement, including the matters incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and its provisions shall be binding upon the parties and their successors and permitted assigns.

- 7) Notice. Any notice or notices required or permitted to be given pursuant to this agreement shall be in writing and may be personally served on the other party by the party giving such notice or may be served by certified mail. Notices hereunder shall be sufficient if sent by certified mail, postage prepaid to:

[Regional LSNDC Lead Agency Director's Name]

[Address to be added]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their duly authorized representatives as of the date set above.

Signature of Agency Partner Executive Director (Date)

AGENCY (FEIN)

STREET ADDRESS

CITY

ZIP CODE

MAILING ADDRESS – LEAVE BLANK IF SAME AS ABOVE

CITY

ZIP CODE

EXHIBIT "A"

To The LOUISIANA SERVICES NETWORK DATA CONSORTIUM AGENCY PARTNER AGREEMENT DATA SHARING TERMS AND CONDITIONS

The Regional Lead Agency operating the Louisiana Services Network Data Consortium, in agreement with the Participating Agency, can acquire and use data from the Participating Agency. Though either party may be a provider of data to the other, or a recipient of data from the other, this Agreement primarily concerns itself with assurances to Agencies participating in the Louisiana Services Network Data Consortium System regarding the Louisiana Services Network Data Consortium System use of data entered into the system.

THEREFORE, IT IS UNDERSTOOD AS FOLLOWS:

1. The confidentiality of data pertaining to individuals entered into the Louisiana Services Network Data Consortium System by the Agency will be protected as follows:
 - a. State/Regional LSNDC System Administrators will not release the names of individuals or information that could reveal the identity of individuals.
 - b. State/Regional LSNDC System Administrators will not release individuals' addresses, nor present the results of data analysis in any manner that would reveal the individual's addresses.
 - c. Both parties shall comply with all Federal and State law and regulations governing the confidentiality of the information that is the subject of this agreement.
2. State/Regional LSNDC System Administrators will not release data entered into the Louisiana Services Network Data Consortium System by the Agency to any third party, except as expressly written in #5. Any requests to State/Regional LSNDC System Administrators to release data entered by the agency or its programs will be referred directly to the Participating Agency's Executive Director or his/hers authorized representative.
3. State/Regional LSNDC System Administrators will not share, publish, or otherwise release any findings or conclusions derived from analysis of the data entered into the Louisiana Services Network Data Consortium System by the Agency in a manner that individually identifies the Agency without the Participating Agency's prior written approval, except as expressly written in #5.
4. Data Transferred pursuant to the terms of this Agreement shall be utilized solely for the purpose as outlined in the Louisiana Services Network Data Consortium Policies and Standard Operating Procedures.
5. State/Regional LSNDC System Administrators may release aggregate client data entered by the Participating Agency only as follows:
 - a. Data is aggregated, such that results contain no information identifying individual clients, for the purpose of monitoring Continuum of Care performance and meeting federal HMIS regulations. Aggregate reports may

- be provided to the Participating Agency, Regional LSNDL Lead Agency, and the U.S. Department of Housing and Urban Development.
- b. Data is aggregated, such that results contain no information identifying individual clients, for the purpose of applying for Continuum of Care funds and grants. Aggregate reports may be submitted to the Participating Agency and the Regional Continuum of Care for inclusion in grant applications.
 - c. Data is aggregated, such that results contain no information identifying individual clients, for the purpose of supporting homeless advocacy and policy. Aggregate reports may be submitted to the Participating Agency and the Louisiana Services Network Data Consortium.
 - d. Data may be aggregated and submitted to the LSNDL server, such that data does not contain identifying client information. Submitting aggregate data to a statewide server will be for the sole purpose of supporting homeless advocacy and policy.
6. Any third party granted access to data, as permitted under condition #2 above, shall be subject to the terms and conditions of this agreement. Acceptance of these terms and conditions must be provided in writing by the third party before data can be released.

EXHIBIT "B"

To The LOUISIANA SERVICES NETWORK DATA CONSORTIUM AGENCY PARTNER AGREEMENT CONFIDENTIALITY REQUIREMENTS

The Participating Agency shall abide by all present and future federal and state laws and regulation and with all the Louisiana Services Network Data Consortium procedures and policies relating to the collection, storage, retrieval, and dissemination of information from the Louisiana Services Network Data Consortium System.

The Participating Agency shall use due diligence and care in assigning staff to use the Louisiana Services Network Data Consortium System. All such employees of the Agency shall be required to submit an Account Request form signed by the Agency's Executive Director authorizing access to the Louisiana Services Network, sign a statement of confidentiality and attend annual Louisiana Services Network Data Consortium System privacy trainings.

The Participating Agency shall indicate to the Louisiana Services Network Data Consortium the level of access that the employee is to be assigned. An audit trail of each employee on the Louisiana Services Network Data Consortium System shall be maintained. The audit trail shall include all information on all changes, deletions and additions to client records.

The Participating Agency shall certify that any employee who has access to information in the Louisiana Services Network Data Consortium System is competent to have access according to the provisions of this agreement. The Louisiana Services Network Data Consortium may, at its option and after discussion between the State and Regional LSNDCA Administrators, disapprove access to the system to any individual; such decision would arise primarily from a determination that the individual's prior use of the system, while in the employ of this the Agency or any other, was shown to have violated any of the terms of the Louisiana Services Network Data Consortium System agreement.

The Participating Agency shall only designate an employee to use the Louisiana Services Network Data Consortium System who will attend a full training session on those aspects of the system that the employee is assigned to use; the Louisiana Services Network Data Consortium (primarily the Regional LSNDCA System Administrator) personnel shall verify that the person is authorized to enter data into the Louisiana Services Network Data Consortium System.

The Participating Agency shall be responsible for the maintenance, accuracy, and security of all information it transfers from the Louisiana Services Network Data Consortium System onto its own central processing units. The Participating Agency shall be responsible for the training of agency personnel regarding client confidentiality and shall maintain ongoing education on this topic.

The Participating Agency's Executive Director shall accept responsibility for the validity of all records entered by their agency. The Participating Agency's Executive Director may

designate an immediate subordinate staff member with supervisory responsibilities for verifying the accuracy of information; this person is designated as the Louisiana Services Network Data Consortium Agency Administrator. The Participating Agency shall provide the Louisiana Services Network Data Consortium with the name(s) and title(s) of the staff member(s) authorized to supervise data entry personnel.

The Louisiana Services Network Data Consortium reserves the right to immediately suspend furnishing information covered by terms of this agreement to the Participating Agency when any terms of this agreement are violated or are suspected to be violated. The Louisiana Services Network Data Consortium shall resume furnishing such information upon receipt of satisfactory assurances that such violations did not occur or that such violations have been fully corrected or eliminated.

EXHIBIT "C"
to the LOUISIANA SERVICES NETWORK **DATA CONSORTIUM**

AGENCY PARTNER AGREEMENT

LIST OF REGIONAL CONTINUA OF CARE

REGION I AND X

Parishes: Orleans and Jefferson
Ms. Martha J. Kegel
New Orleans/Jefferson Parish CoC
UNITY for the Homeless
2475 Canal Street, Suite 300
New Orleans, LA 70119
Phone: (504) 821-4496

REGION II

Parishes: Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West
Baton Rouge, West Feliciana
Mr. Randy Nichols
Baton Rouge CoC
Capital Area Alliance for the Homeless
5850 Florida Boulevard
Baton Rouge, LA 70806
Phone: (225) 201-0696

REGION III

Parishes: Assumption, Lafourche, St. Charles, St. James, St. John the Baptist,
Terrebonne
Mr. Willie Green
Houma-Terrebonne CoC
Gulf Coast Teaching Family Services, Inc.
320 Progressive Blvd.
Houma, LA 70360
Phone: (985) 851-4488

REGION IV

Parishes: Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary,
Vermillion
Mr. Eric Gammons
Lafayette/Acadiana CoC
Acadiana Regional Coalition on Homelessness & Housing, Inc.
P.O. Box 3936
Lafayette, LA 70502
Phone: (337) 234-5715

REGION V

Parishes: Allen, Beauregard, Calcasieu, Cameron, Jefferson Davis

Ms. Rhonda Rideaux

Lake Charles/Southwestern Louisiana CoC

Southwestern Louisiana Homeless Coalition, Inc.

Post Office Box 3052

Lake Charles, LA 70602

Phone: (337) 433-6282

REGION VI

Parishes: Avoyelles, Catahoula, Concordia, Grant, La Salle, Rapides, Vernon, Winn
Ms. Kendra Gauthier
Alexandria/Central Louisiana CoC
Central Louisiana Homeless Coalition
1330 Jackson Street, Building B
Phone: (318) 443-0500

REGION VII

Parishes: Bienville, Bossier, Caddo, Claiborne, De Soto, Natchitoches, Red River,
Sabine, Webster
Ms. Christa Pazzaglia
Shreveport/Bossier/Northwest CoC
HOPE for the Homeless
520 Olive Street
Shreveport, LA 71104
Phone: (318) 670-4591

REGION VIII

Parishes: Caldwell, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse,
Ouachita, Richland, Tensas, Union, West Carroll
Ms. Judy Bell
Monroe/Northeast Louisiana CoC
The Wellspring
1515 Jackson Street
Monroe, LA 71202
Phone: (318) 651-9314

REGION IX

Parishes: Livingston, St. Helena, St. Tammany, Tangipahoa, Washington
Ms. Erin Matheny
Slidell/Livingston/Southeast Louisiana CoC
Northlake Homeless Coalition
SLU Box 10509
Hammond, LA 70402
Phone: (985) 549-5373