

## CT HMIS Data Sharing Agreement

<b>REQUESTING PARTY</b>	
<b>ADDRESS</b>	
<b>PRIMARY CONTACT NAME</b>	
<b>PRIMARY CONTACT PHONE</b>	
<b>PRIMARY CONTACT EMAIL</b>	
<b>EFFECTIVE PERIOD</b>	

THIS DATA SHARING AGREEMENT (the “Agreement”) is made by and between the Connecticut Coalition to End Homelessness (CCEH), and the aforementioned Requesting Party. Amendments and agreements may be authorized during this effective period.

Whereas, the CT HMIS (as defined below) is a client information system that records the use of housing and services which can be used to determine the utilization of services of participating agencies, identifying gaps in the local service continuum and develop outcome measurements;

Whereas, the CT HMIS employs a statewide data sharing model among all agencies as described in its Policies and Procedures. (as defined below);

Whereas, Requesting Party has requested access to the CT HMIS for the limited Project (defined below); and

Whereas, CCEH has been designated the CT HMIS Lead Agency with authority to authorize Requesting Party’s access. Now, therefore, in consideration of the mutual promises contained in this Agreement, CCEH and the Requesting Party agree as follows:

### **I. Definitions**

**Client** is a consumer of services provided by or through a CT HMIS participating agency.

The **Connecticut Homeless Management Information System** (“CT HMIS”), a computerized data collection application designed to capture information about homeless people and homeless programs over time. “CT HMIS” is the general name for one or more HUD-compliant software applications implemented and adopted in the state.

**CT HMIS Lead Agency** is the entity authorized by the CT HMIS SC to serve as the CT HMIS Statewide Administrator. The CT HMIS Lead Agency for the effective period of this Agreement is the CCEH.

**CT HMIS Policies and Procedures** or **Policies and Procedures** means those policies and procedures located at [www.cthmis.com/file\\_uploads/CT\\_HMIS\\_Policies\\_Procedures\\_v5-3.pdf](http://www.cthmis.com/file_uploads/CT_HMIS_Policies_Procedures_v5-3.pdf)

and as updated from time to time. In the event of a conflict between the Policies and Procedures and this Agreement, the terms of the Policies and Procedures shall govern.

**CT HMIS Steering Committee** (“CT HMIS SC”) is the group established by the aggregated CT Continuum of Care entities responsible for CT HMIS oversight, implementation, planning, policies and procedures, software selection, and managing the CT HMIS in compliance with HUD’s national HMIS Standards.

**Participating HMIS Agency** or **Agency** is a legal entity responsible for one or more “Participating HMIS Programs” that is licensed to use the CT HMIS.

**Participating HMIS Program** means a program operated by a Participating HMIS Agency which records data elements regarding clients served and enters these data elements through agreed upon means to the CT HMIS operated by the CT HMIS Lead Agency.

## II. Rights and Responsibilities of Parties

1. **CT HMIS LEAD AGENCY.** CCEH as the CT HMIS Lead Agency has the following responsibilities, whether executed directly or through contractual arrangement with other parties such as the CT HMIS System Administrator:
  - a) System Administration;
  - b) Ensure CT HMIS is operating in accordance with established Policies and Procedures;
  - c) Authorize and entitle use of the CT HMIS by Requesting Party;
  - d) Provide to Requesting Party relevant data from HMIS.
2. **REQUESTING PARTY.** The REQUESTING PARTY is responsible for the following responsibilities in relation to its use of the CT HMIS and data contained therein:
  - a) The Requesting Party agrees to comply with the most current release of CT HMIS Policies and Procedures. Requesting Party agrees to assure that all employees and agents who have access to CT HMIS data comply with the Policies and Procedures to the extent applicable. Changes to the Policies and Procedures will be made from time to time to comply with the CT HMIS Standards or to otherwise improve HMIS operations and as approval by the CT HMIS Steering Committee and Requesting Party agrees to comply with all changes;
  - b) Represents and warrants that, in relation to any data it provides in furtherance of using the CT HMIS, it has all permissions and authorizations necessary; and
  - c) The Requesting Party agrees to share CT HMIS data only with those employees or third parties that have a need-to-know in furtherance of the limited purpose defined below; and
  - d) The Requesting Party will monitor employees and third parties that it authorizes to access the CT HMIS or data therefrom to ensure that such party is at all times in compliance with this Agreement and the Policies and Procedures.
  - e) The requesting party agrees to share any data analysis findings or published works related to the data they receive from CCEH with CCEH upon completion of the project.

## III. Other Terms and Conditions

1. Indemnification. CCEH agrees that the sole and exclusive means for the presentation of any claims against the Requesting Party arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CCEH further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
2. No Warranty. THE CT HMIS AND ALL DATA CONTAINED THEREIN IS PROVIDED "AS IS." CCEH DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REQUESTING PARTY FURTHER ACKNOWLEDGES THAT CCEH DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION OR DATA IT FURNISHES.
3. Limitation of Liability. EXCEPTING ANY RIGHT GRANTED TO IT BY LAW OR OTHERWISE PROVIDED IN THIS AMENDMENT, INCLUDING ANY FUTURE AMENDMENTS HERETO, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, OR AFFILIATED ENTITIES WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES.
4. Release. The Requesting Party agrees to and does hereby release CCEH and its agents, employees, directors, corporate affiliates, independent contractors, successor and assigns from liability, even if caused by any negligence, in connection with the preparation or offering of the CT HMIS and from any loss or expense suffered by requesting party resulting directly or indirectly from CCEH's performance under the Agreement, the Project, the CT HMIS or data contained therein . Furthermore, Requesting Party covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against CCEH, or any of its directors, officers, agents, employees, contractors, licensors, or affiliated entities, arising out of or relating in any way to the accuracy, inaccuracy, validity or invalidity or completeness of the CT HMIS and data contained therein.
5. Ownership. As between the parties, except as otherwise provided in this Agreement, each party will retain all right, title and interest in and to any materials, proprietary information and intellectual property utilized or shared with the other party and nothing in this Agreement will confer any right of ownership in the other party.
6. Term and Termination. This Agreement shall be in force for the Effective Period or until terminated earlier in writing by either party. The Agreement may be amended or extended in writing by mutual consent of both parties. Without limiting the generality of the foregoing or the right of CCEH to terminate this Agreement for any reason, the CCEH may terminate this Agreement if funding for CT HMIS or any part thereof becomes unavailable or is restricted. Any termination of this Agreement will be without any liability or obligation of the terminating party other than with respect to any breach of this Agreement or fee obligations incurred prior to termination. Upon expiration or termination of this Agreement, Requesting Party will promptly destroy all information in its possession from the CT HMIS or otherwise received from CCEH in furtherance of the Agreement and, if

requested, certify in writing to CCEH that it has complied with the requirements contained herein.

**IV. Data Access and Security**

1. Confidentiality. Each party will exercise due diligence to maintain the strict confidentiality of all confidential information, including any data obtained through the CT HMIS, furnished to it or learned by it hereunder and will use the confidential information solely as defined below and in accordance with the terms of this Agreement. “Due diligence” shall mean at least the same precautions and standard of care which a reasonable person in such business would use to safeguard proprietary information of its own and its other clients.
2. Safeguards. Requesting Party represents and warrants that it maintains a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to it hereunder. Such safeguards are reasonably designed to (i) insure the security and confidentiality of the information provided to you through the CT HMIS or otherwise by CCEH , (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer or CCEH. Access to the CT HMIS, including without limitation all data contained therein, shall be limited to those individuals whose responsibilities require such access and only to the extent necessary in furtherance of the Project. Further, Requesting Party will issue appropriate instructions to all individuals having access concerning the restrictions and confidentiality obligations contained in this Agreement.
3. Restrictions on Use. Requesting Party agrees both during and after the term of this Agreement, that it will not nor will it authorize or permit anyone else to disclose, use, disseminate, reproduce, or publish any portion of any information in any manner other than as stated in this Agreement.
4. Project Specifics. The table below provides additional detail regarding the Requesting Party’s access to HMIS data.

Project Description	
Purpose of the data match	
What questions will you answer with the data?	
Are you requesting de-identified/aggregate data or identifiable data? Specify data elements requested or provide a data file layout.	
Who will access the data?	

Are there other individuals outside of your organization with whom you will share the data?	
Describe your organization's data security. How will you keep the data safe?	

IN WITNESS WHEREOF, CCEH and Requesting Party have executed this Agreement by their respective duly authorized representatives.

Connecticut Coalition to End Homelessness

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

Printed Name: \_\_\_\_\_

Title or Capacity: CEO

Requesting Party [Name]

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

Printed Name: \_\_\_\_\_

Title or Capacity: \_\_\_\_\_