

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**AGENCY PARTICIPATION AGREEMENT FOR THE FORT BEND COUNTY
COLLABORATIVE INFORMATION SYSTEM (FBCCIS)**

"ASSOCIATE LEVEL PARTNER"

THIS AGREEMENT, is made and entered into by and between **Fort Bend County** (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **Fort Bend Hope**, (hereinafter "Agency"), a 501(c)(3) organization registered in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County has created a collaborative data collection and sharing system, the Fort Bend County Collaborative Information System (FBCCIS), for participating non-profit service Agency organizations who will coordinate client information and needs to better serve Fort Bend County clients; and

WHEREAS, the FBCCIS will improve the efficiency and effectiveness of service delivery to Fort Bend County residents; and

WHEREAS, Agency understands and acknowledges that the participation of Agency in the FBCCIS creates a relationship of confidence and trust between Agency and the County with respect to any Confidential Information that may be learned, transferred, or developed during the performance of Agency's participation in the FBCCIS and that the County is providing Agency access to its Confidential Information in reliance upon Agency's promises of confidentiality contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

I. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES

This Agency Participation Agreement ("Agreement" or "APA") shall set the respective responsibilities of the County and the FBCCIS Agency for ongoing implementation of FBCCIS service and activities. The specific responsibilities of the parties to this APA with respect to the confidentiality, reporting requirements, training, policies and procedures are clearly defined herein to ensure an effective, efficient, and secure system.

- j) Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the Agency in breach hereof; (b) becomes available to the Agency on a non-confidential basis from a source other than County, which is not prohibited from disclosing such information by obligation to County; (c) is known by the Agency prior to its receipt from County without any obligation of confidentiality with respect thereto; or (d) is developed by the Agency independently of any disclosures made by County.
- 2) **"Legally Authorized Representative"** is as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

III. COUNTY DUTIES AND RESPONSIBILITIES

A. GENERAL TERMS

County will:

- 1) Serve as the Administrator of all grant activities, including reporting, program compliance and implementation.
- 2) Define the terms of the FBCCIS program and will implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures in order to evaluate the Program's effectiveness.
- 3) Notify the Agency of FBCCIS failure, errors, and/or problems as soon as practicable upon discovery.
- 4) Provide all other Services as listed on "Partner Level Table" (Attachment A) for Agency's agreed upon Partner Level, as indicated in Section VI.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

County will:

- 1) Maintain all client-identifying information in strictest confidence, using the latest available technology.
- 2) Monitor access to the FBCCIS in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
- 3) Comply with the FBCCIS Privacy Policies and Procedures (Attachment C) and not release personally identifiable information to any person, agency, or organization, in violation of the FBCCIS or any local, state, or federal law.
- 4) Develop, implement, and maintain privacy, confidentiality, and security protocols for the FBCCIS.
- 5) Conduct Agency site visits to ensure compliance with privacy and security protocols.

D. CLIENT RELEASES

- 1) Agency must obtain client consent before any data is collected. The consent must be:
 - a) **Written.** Agency will obtain a Client Consent and Release (Attachment D) from each client, explaining and releasing information to all FBCCIS participating Agencies.
 - b) **Verbal.** Agency will obtain verbal permission from each client; and
 - c) **Inferred.** Agency must post an Inferred Consent Notice (Attachment E) at the service site which is clearly visible by client(s).
- 2) Agency understands and recognized that it is of the utmost importance that each client is fully informed by Agency that their information will be shared with each of the FBCCIS Agencies and may continue to be in the possession of the collaborating entities even after the FBCCIS is disbanded.
- 3) Agency will collect and maintain records of all client informed consents and release of information authorization forms in accordance with the FBCCIS Policies and Procedures.

V. TERM OF PERFORMANCE

The term of performance for this APA shall begin on October 1, 2018, and end no later than September 30, 2019, unless extended in writing by both Parties. This APA may be renewed annually for an additional one-year terms upon written approval by both Parties, for a period of up to five years, ending on September 30, 2024, pending available funding by both Parties.

VI. FEES

- A. Agency agrees to pay County:
 - 1) An Initial Participation Fee of Five Hundred dollars and no cents (\$500.00) on or before October 1, 2018, for an "Associate Level" partnership. Agency will receive services and benefits as described in the "Partner Level Table" (Attachment A).
 - 2) An Annual Fee of Two Hundred Fifty dollars and no cents (\$250.00) for each additional year beginning on October 1st of each renewal year and ending on September 30th of the following year.
- B. Agency clearly understands and acknowledges that fees paid may be used towards the following:
 - 1) Funding for the FBCCIS Program Coordinator Position
 - 2) FBCCIS Software and Licensing Fees for FBCCIS Partners
 - 3) Marketing and Expansion of the FBCCIS Program
 - 4) Supplies for FBCCIS "Back 2 School" Program
 - 5) Supplies for Fort Bend County, Social Services "Santa Clause Is Coming" Program

IX. MODIFICATIONS AND WAIVERS

- A. The parties may not amend or waive this APA, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this APA, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this APA are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

X. OWNERSHIP AND REUSE OF DOCUMENTS

All documents, data, reports, research, graphic presentation materials, etc., developed by Agency as a part of its work under this APA, shall become the property of County during the duration of the APA, upon completion of this APA, or in the event of termination or cancellation thereof. Agency shall promptly furnish all such data and material to County on request.

XI. INSPECTION OF BOOKS AND RECORDS

Agency will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Agency for the purpose of verifying the amount of work performed. County's right to inspect survives the termination of this Agreement for a period of four years.

XII. INSURANCE

- A. Prior to commencement of the Services, Agency shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Agency shall provide certified copies of insurance endorsements and/or policies if requested by County. Agency shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Agency shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 2) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed

- B. Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.
- C. Agency shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Agency shall advise County immediately in the event Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Agency will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Agency against any such person.
- D. Agency agrees that, except as directed by County, Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Agency will promptly turn over to County all documents, papers, and other matter in Agency's possession which embody Confidential Information.
- E. Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- F. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- G. Agency expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

- C. A Notice is effective only if the party giving or making the Notice has complied with subsections A and B above and if the addressee has received the Notice.
- D. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

XVII. COMPLIANCE WITH LAWS

Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Agency shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

XVIII. ASSIGNMENT AND DELEGATION

This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

XIX. GOVERNING LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XX. SUCCESSORS AND ASSIGNS

County and Agency bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

XXI. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

FORT BEND HOPE

Authorized Agent- Signature

Authorized Agent- Printed Name

Title

Date

REVIEWED BY:

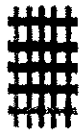
M. desVignes-Kendrick, MD, MPH, FAAP
Director, Fort Bend County Health & Human Services

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor



Fort Bend County Collaborative Information System

A COMMUNITY RESOURCE CONNECTING NEEDS WITH SOLUTIONS

Partner	Initial Cost	Annual Cost	Partner Access / Incentives	Responsibilities
Community	\$1000.00	\$500.00	<ul style="list-style-type: none">✓ Caseworthy data reports✓ Client referrals✓ Public Recognition as a partner✓ Quarterly Newsletter✓ Annual Beneficiary Report	<ul style="list-style-type: none">• Participate in all annual events and initiatives• Stand ready to provide assistance to clients and provide follow up to FBCCIS Program Coordinator• Attend Executive Meetings on an as needed basis• Participate in new partner orientation meetings

FBCCIS brings together and builds a collaborative network of organizations that offer effective service solutions with a broader impact to the challenges of Poverty, Hunger, Housing, and Healthcare in Fort Bend County.

---Place held for future use.---

Fort Bend County Collaborative Information System Privacy Policies and Procedures

The goal of the Fort Bend County Collaborative Information System ("FBCCIS") Privacy Policies and Procedures is to ensure confidentiality and security of all client data captured by the FBCCIS in conformity with all current local, state, and federal regulations related to privacy and data confidentiality rights. Additionally, this policy serves to describe how the roles and requirements of the FBCCIS Lead Agency ("County") and FBCCIS participating agencies and organizations ("Agency" or "Agencies") will meet the privacy requirements established by local, state and federal standards.

Outlined in this FBCCIS Privacy Policy and Procedures are the standards and parameters to be followed by all Agencies. The FBCCIS recognizes that Agencies may have established their own policies that meet privacy requirements and the standards set forth herein. The FBCCIS Privacy Policy and Procedures is not intended to supplant individual Agency privacy policies, as long as they meet the thresholds established in this policy and do not contradict the practices described herein. Agencies may establish additional or more stringent requirements for FBCCIS end users.

I. Policy Access and Amendment

The FBCCIS Lead Agency may amend the Privacy Policies and Procedures at any time. An amendment may affect data that had been entered in the FBCCIS before the effective date of any such amendment.

The Privacy Policy will be reviewed and amended consistent with the procedure described in the Roles and Responsibilities section of the FBCCIS Policies and Procedures.

II. Applicability

The FBCCIS Privacy Policy and Procedures applies to the FBCCIS Lead Agency and all other participating Agencies, and any person accessing FBCCIS data. The FBCCIS Lead Agency and Agencies will uphold federal and state confidentiality regulations to protect client records and privacy including but not limited to rules and regulations established by the HIPAA Privacy Rule located at 45 CFR Part 160 and Subparts A and E of Part 164.

III. Participating Agency Policy

Each Agency is responsible for maintaining a privacy policy and certifying that each participating project complies with the FBCCIS Privacy Policy and Procedures. Agency Administrators are responsible for reviewing privacy policies and ensuring consistency with the FBCCIS Privacy Policy and Procedures. At times, individual Agency policies may require more rigorous privacy standards but they must, at a minimum, meet and not contradict the privacy standards set forth herein. In addition, Agencies must maintain documentation regarding changes to their privacy policies.

Release Form is on file for each participating client. ALL CLIENTS MUST SIGN A CLIENT CONSENT AND RELEASE FORM BEFORE ANY DATA IS ENTERED INTO THE FBCCIS. All Agencies will keep copies of the signed consents on file.

In addition, the FBCCIS Lead Agency requires Agencies to post signs at each intake desk or other appropriate locations where data collection occurs explaining the reasons for FBCCIS data collection. The sign will include language consistent with Client Consent and Release Form.

VII. Provisions for Language and Disability Accessibility

Each Agency will provide a Client Consent and Release Form and FBCCIS Policies and Procedures in languages other than English that are common in the community, if speakers of these languages are found in significant numbers and come into frequent contact with the organization.

Agencies must make reasonable accommodations for persons with disabilities throughout the consent, intake, and data collection processes. This may include, but is not limited to, providing qualified sign language interpreters, readers or materials in accessible formats such as Braille, audio, or large type as needed by the individual with a disability.

VIII. FBCCIS Data Use and Disclosure

Agencies will make every effort to protect the confidentiality of FBCCIS data. Agencies must collect data by legal means consistent with the FBCCIS Policies and Procedures and all local, state, and federal laws including HIPAA regulations and requirements. The FBCCIS Lead Agency and participating Agencies may only collect, use, and disclose data for the specific purposes and reasons defined in this section.

- To provide or coordinate individual referrals, case management, or other services for functions related to payment or reimbursement for services.
- To carry out administrative functions, including but not limited to audit, personnel oversight, and management functions.
- To produce aggregate-level reports, including those for funders or grant applications, regarding use of services which do not reveal PHI (Protected Health Information) or PII (Personal Identifying Information) that can be traced back to an individual client.
- To identify unfilled service needs and plan for the provision of new services.
- To conduct a study or research project approved by the FBCCIS Lead Agency.
- When required by law (to the extent that such use or disclosure complies with and is limited to the requirements of the law).
- To avert a serious threat to health or safety if the use or disclosure is reasonably believed to be necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and the use or disclosure is made to a law enforcement officer to reasonably prevent or lessen the threat, including the target of the threat. Agencies and individuals should refer to the HIPAA Privacy Rule located at 45 CFR Part 160 and Subparts A and E of Part 164.
- To report about an individual reasonably believed to be a victim of abuse, neglect, or domestic violence to a governmental authority (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect, or domestic violence where the disclosure is required by law

Agencies are permitted to establish reasons for denying client requests for inspection of FBCCIS records. These reasons are limited to the following:

- If the information was compiled in reasonable anticipation of litigation or comparable proceedings.
- If the record contains information about another client or individual and the denial is limited to the section of the record containing such information;
- If the information was obtained under a promise of confidentiality (other than a promise from a healthcare provider or homeless provider) and if the disclosure would reveal the source of the information;
- Disclosure of the information would be reasonably likely to endanger the life or physical safety of an individual.

If an Agency denies a request for access or correction, the Agency will explain the reason for the denial. The Agency will also maintain documentation of the request and the reason for the denial.

X. Data Retrieval and Sharing

Data from the FBCCIS may be used by Fort Bend County to produce local level statistical reports as well as corresponding reports. These purposes are included in the FBCCIS Data Use and Disclosure section of the FBCCIS Privacy Policies and Procedures.

Agencies may share Protected Health Information as defined by the HIPAA Privacy Rule with each other for the purposes of determining eligibility and coordinating client services only if a signed Client Consent and Release Authorization is in place.

Agencies may also retrieve FBCCIS data entered to produce statistical reports including number of clients served and trend assessments for internal purposes, grant applications, and other required reports, within the parameters established by the FBCCIS Lead Agency.

XI. Grievance

Concerns related to the FBCCIS Privacy Policy and Procedures should be directed to the FBCCIS Administrator. Agencies must establish a policy and regular process for receiving and reviewing complaints from clients about potential violations of the policy.

My signature below indicates that I will comply with this the FBCCIS Privacy Policy and Procedures, and that I have received privacy training as a part of the FBCCIS program.

Fort Bend Hope
Agency

Ruth McPhail Ubaldo
User Signature

Ruth McPhail Ubaldo
Print Name

06/05/18
Date

Date

Client Consent and Release
Authorization to Disclose Client Information

The Fort Bend County Collaborative Information System (FBCCIS) was created to implement a data collection and sharing system amongst participating agencies and organizations to improve the efficiency and effectiveness of service delivery to its clients. This system is only used by authorized partner agencies. All persons accessing the FBCCIS have received confidentiality training and have signed agreements to protect clients' personal information and limit its use appropriately. The FBCCIS Privacy Policies and Procedures is available upon request and is posted at the Fort Bend County Health & Human Services website at <http://www.fortbendcountyhhs.com>. Any additional data sharing agreements, providing details on how authorized partner organizations handle client information beyond the baseline FBCCIS Privacy Policy, are available at the individual partner agency websites.

By signing this Agreement, I give permission to the agency or organization listed below to collect and enter information into a data collection system about me and my household, which may include demographics, pictures, health information, and services that I receive from participating agencies and organizations. I understand that the FBCCIS is shared with and used by authorized partner agencies and organizations in my community for the purposes of:

- Assessing clients' needs in order to provide better assistance and to improve their current or future situations.
- Improving the quality of care and service for people in need
- Tracking the effectiveness of community efforts to meet the needs of people who have received assistance.
- Reporting data on an aggregate level that does not identify specific people or their personal information.

I understand that:

- I have the right to review my FBCCIS record with an authorized user.
- All partners that use FBCCIS will treat my information with respect and in a professional and confidential manner.
- Unauthorized people or organizations cannot gain access to my information without my consent.
- Signing this release form does not guarantee that I will receive the requested services.
- I understand that if I do not sign this form, it will not change whether or not I can receive services from the organization listed below and any other participating organizations. However, I would need to contact each such organization directly to apply for assistance and for a determination of eligibility.
- I understand that this authorization shall remain in effect from the date of my signature below.
- I understand that I may revoke this authorization at any time by notifying the agency or organization listed below in writing. I also understand that the written revocation must be signed and dated later than the date on this authorization. The revocations will not affect any actions taken before the receipt of the written revocation.
- **I understand that I have the right as a client to decline to share my information.**

My signature below authorizes the organization or agency listed below to release my identity, health conditions when necessary, and my need for services and support to necessary individuals or agencies. Furthermore, if I am unable to participate in a determination of those

CONSENT NOTICE

The Fort Bend County (FBCCIS) data collection system was created as a sharing system amongst participating agencies and organizations to improve the efficiency and effectiveness of service delivery to its clients. This system is only used by authorized partners. All persons accessing the FBCCIS have received confidentiality training and have signed agreements to protect clients' personal information and limit its use appropriately.

The FBCCIS Privacy Policy is available upon request and is posted at the Fort Bend County Health & Human Services website at: <http://www.fortbendcountyhhs.com>.

Any personal information that we collect is important for the administration of participating organization services. In order to provide or coordinate individual referrals, case management, or other services, client records may be shared with other organizations. These organizations are required to have privacy policies in place in order to protect your personal information. In addition, from time to time, we may be required to collect aggregated data to provide information to organizations that fund the operation of this program.

If you have any questions or would like to see our privacy policy, our staff will provide you with a copy.

You have the right as a client to decline to share your information.