

Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, and as they may be amended or promulgated from time to time during the term of this Agreement.

In addition, the following terms in this APA are defined as follows:

- 1) **“Authorized User”** means a Person:
 - a) who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to participation in the FBCCIS;
 - b) for whom Agency warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
 - c) who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this APA.

- 2) **“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Agency or that Agency may create, receive, maintain, use, disclose or have access to on behalf of FBCCIS that consists of or includes, but is not limited to, any or all of the following:
 - a) client information;
 - b) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
 - c) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
 - d) federal tax information;
 - e) Personally Identifiable Information;
 - f) Social Security Administration Data, including, without limitation, Medicaid information;
 - g) All privileged work product;
 - h) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552 or other applicable State and Federal laws.;
 - i) Any material, data, or information in whatever form or media of the County which the County desires to protect against disclosure. Such information includes all information in any form relating to, used in, or arising out of County’s operations and held by, owned, licensed, or otherwise possessed by County, including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to County’s inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, financial statements,

strategic planning data, financial planning data, process data, specification data, know how, show how, software, databases, research and development information and data.

- 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.
- 3) **“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) Select the FBCCIS Software Provider.
- 4) Notify the Agency of FBCCIS failure, errors, and/or problems immediately upon discovery.
- 5) 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) Contract with the FBCCIS Software Provider to maintain and administer central and backup server operations including security procedures and daily system backup to prevent the loss of data.
- 3) 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.
- 4) Issue User accounts, passwords, and certificates of participation (when requested) for FBCCIS Users, provided that:

- a. The County has received from Agency a signed User License Agreement (Attachment B) for each Authorized User, and
 - b. Each Authorized User has successfully completed the FBCCIS User training, including any related testing.
- 5) Periodically change Agency Authorized User passwords for security purposes and lock out User accounts after a specified period of inactivity.
 - 6) 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.
 - 7) Develop, implement, and maintain privacy, confidentiality, and security protocols for the FBCCIS.
 - 8) Conduct Agency site visits to ensure compliance with privacy and security protocols.

C. USER TRAINING AND PROGRAM SETUP

County will:

- 1) Conduct the initial software training for all new FBCCIS Authorized Users.
- 2) Provide training materials, including user manuals with definitions and instructions, to each individual who attends the training class.
- 3) Provide other FBCCIS-related trainings upon request.
- 4) Be the sole liaison between the Agency and the FBCCIS Software Provider. User questions concerning the software are to be directed only to the FBCCIS Program Coordinator (PC).
- 5) In collaboration with the FBCCIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the FBCCIS and, through it, to the other participating agencies. Agency will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.

IV. AGENCY DUTIES AND RESPONSIBILITIES

A. GENERAL TERMS

Agency will:

- 1) Strictly adhere to the FBCCIS Privacy Policies and Procedures (Attachment C). County may suspend FBCCIS access to any Authorized User or Agency for the purpose of investigating suspicion of breached confidentiality.
- 2) Maintain up to two active Authorized User accounts at any one time.
- 3) Use Software only for its internal business operations connected with the FBCCIS system and will not permit the Software to be used by or for the benefit of anyone other than Agency.
- 4) Not have the right to re-authorize, license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software.

- 5) Ensure that each Authorized User agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws.
- 6) Appoint a person to serve as their official FBCCIS contact and coordinate the activities in carrying out the objectives of the FBCCIS.
- 7) Meet all Responsibilities 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

Agency will:

- 1) Not permit any person access to the FBCCIS unless and until that person has (a) completed the required FBCCIS training, (b) signed and returned a User License Agreement to County, and (3) has been issued an Authorized User account and Password. County reserves the right to terminate Agency access or suspend User License to any FBCCIS Agency or Authorized User who breaches client confidentiality, system security protocols or any breach of contract.
- 2) Maintain copies of all User License Agreements signed by Agency personnel to whom Authorized User accounts have been issued.
- 3) Not release any FBCCIS data to any person or organization that is not part of the FBCCIS, unless such release is covered by the FBCCIS Privacy Policies and Procedures.
- 4) 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 the FBCCIS, including Authorized Users' computers. 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.
- 5) Designate an individual to act as the Agency security officer, responsible for the implementation of the FBCCIS security procedures at the Agency level.
- 6) Develop internal security procedures to be used in the event of a violation of any of the FBCCIS security protocols.
- 7) Agency will not: (i) transmit or share identification or password codes to persons other than Authorized Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Users; or (iii) permit access to the software through a single identification or password code being made available to multiple Authorized Users on a network.
- 8) Notify County within one (1) business day of the separation from the Agency of any employee who was an Authorized User of the FBCCIS. Notification should preferably occur by close of business on the day of employee separation so that Authorized User password can be discontinued.
- 9) Comply with all federal and state laws and regulations and with all FBCCIS policies and procedures relating to the collection, storage, retrieval, and dissemination of client information and offer assurances that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and Federal law including Protected Health Information as required by HIPAA, the Health Insurance Portability and Accountability Act.

C. DATA QUALITY AND MONITORING

Agency will:

- 1) Fully comply with the latest FBCCIS Data Quality Plan.
- 2) Enter data into the FBCCIS within the timeframe as specified in the Data Quality Plan.
- 3) Ensure timely entry of data to prevent duplication of client records and other shared transactions, such as enrollments and services.
- 4) Collect all FBCCIS mandatory data elements, according to the Data Quality Plan accuracy requirements.
- 5) Take all steps reasonably necessary to verify and correctly enter the information provided by clients for entry into the FBCCIS.
- 6) Immediately notify the County when a programmatic, personnel, or other issue arises that precludes the Agency from entering the FBCCIS data in accordance with the FBCCIS Privacy Policies and Procedures.
- 7) Take all steps reasonably necessary to insure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation are entered into the FBCCIS.
- 8) Not knowingly upload material into the FBCCIS that is in violation of any federal or state regulations, including, but not limited to: copyrighted material, material legally judged to be threatening or obscene, and material known to the Agency to be confidential trade secrets.
- 9) Allow County staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to FBCCIS data collection.
- 10) Allow for and not disrupt any and all Software Upgrades and Maintenance when requested.
- 11) Agency agrees to use a DSL line for internet connectivity. Agency will not use a dial-up modem as an internet connectivity method in the use FBCCIS software.
- 12) Allow all custom(s) forms, workflows, reports, etc. to be client tested and approved before software updates are applied.

D. AUTHORIZED USER TRAINING

Agency will:

- 1) Ensure that each Agency FBCCIS Authorized User has attended the appropriate training.
- 2) Ensure that the Agency program managers or assigned FBCCIS liaisons attend any scheduled FBCCIS Forums or other County sponsored FBCCIS trainings.
- 3) Periodically check for updates to the FBCCIS policies and procedures.
- 4) Require Authorized Users to sign up for additional training if needed.

E. 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 June 1, 2020, and end no later than August 31, 2021, 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 August 31, 2026, pending available funding by both Parties.

VI. FEES

A. Agency agrees to pay County:

- 1) An Initial Participation Fee of two thousand five hundred dollars and no cents (\$2,500.00) for an “Executive Level” partnership and will receive services and benefits as described in the “Partner Level Table” (Attachment A).
- 2) An Annual Fee of one thousand two hundred fifty dollars and no cents (\$1,250.00) for each additional year beginning on September 1, 2021 and ending on August 31st 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
- 6) General FBCCIS Office Supplies

C. Payments shall be due upon receipt of invoice or at such time as is agreed to by County.

D. Services will only be rendered by County when sufficient funds are available to fulfill County obligation. Should no funds be available, County reserves the right to cancel the Agreement in accordance with Section VII.

- E. Equipment. Agency clearly understands and agrees that Agency will be responsible for providing all other equipment and service fees necessary for fulfilling any duties or responsibilities rendered as part of the FBCCIS including: phones, wi-fi connections, modems, telephone service, connection to internet services, and office supplies to all Agency staff for use at the Site.
- F. Additional Customizations and Services. All FBCCIS software customization requests are subject to the approval by FBCCIS Administrator. Agency-specific customizations (including but not limited to forms, workflows, reports) custom queries, and data analysis reports provided by FBCCIS will be billed at a rate determined by the FBCCIS Software Provider. Service delivery costs billed by the FBCCIS Software Provider will be passed to the Agency requesting the customization. The County will not be responsible for the payment of any customization requests.
- G. Reactivation Fee. All Authorized Users are required to keep their FBCCIS licenses active by frequently logging into the system. Any Authorized User not accessing the FBCCIS software for more than forty-five (45) calendar days will be automatically locked out. The fee to reactive inactive licenses is thirty-five (\$35) dollars. This fee will be invoiced to the Agency by the County and will be due thirty (30) days from the date of receipt. County may waive this fee in case of illness or approved long-term absence, only after a written request by the Agency.

VII. TERMINATION

- A. Either party has the right to terminate this APA with a 30-day prior written notice to the other party.
- B. **If this APA is terminated, FBCCIS shall retain their right to the use of all client data previously entered by the terminating Agency, subject to any restrictions requested by the client.**
- C. Unless Agency has received written authorization from the County stating otherwise, upon expiration, termination, or completion of Agency's services or upon request by the County, Agency shall either: (i) return Confidential Information to the County and provide the County with written certification that all such Confidential Information has been returned; or (ii) destroy Confidential Information and provide the County with a notarized certification, signed by an authorized representative of Agency, stating that such Confidential Information has been destroyed.

VIII. PERSONNEL

- A. Agency represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the terms and conditions described in this APA and that Agency shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of the County, for the timely performance of the terms and conditions described in this APA when and as required and without delays.

- B. All employees of Agency shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Agency who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of the County, immediately be removed from association with the project.

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) 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 operations arising out of the business operations of the policyholder.
 - 2) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 3) Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Agency shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Agency warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the APA is completed.

XIII. INDEMNITY

AGENCY SHALL INDEMNIFY AND DEFEND COUNTY FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AGENCY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY OR ANY OF AGENCY'S AGENTS, SERVANTS OR EMPLOYEES INCLUDING INTENTIONAL TORT OR INTELLECTUAL PROPERTY INFRINGEMENT.

XIV. CONFIDENTIAL AND PROPRIETARY INFORMATION

- A. Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Agency or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Agency shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Agency) publicly known or is contained in a publicly available document; (b) is rightfully in Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Agency who can be shown to have had no access to the Confidential Information.

- 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. 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. 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.
- C. 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.
- D. Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. 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.

XV. INDEPENDENT CONTRACTOR

- A. In the performance of work or services hereunder, Agency shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Agency and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- C. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT AGENCY IS NOT AN INDEPENDENT CONTRACTOR, AGENCY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY AS A RESULT OF THIS DETERMINATION.**

XVI. NOTICES

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Anna Gonzales
Fort Bend County - Director of Social Services
4520 Reading Road, Suite A-900
Rosenberg, Texas 77471

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Agency: Brandon Baca
CEO
Attack Poverty
3727 Greenbriar Dr., Suite 100
Stafford, Texas 77477
Brandon@AttackPoverty.org

- 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.

XXII. PUBLICITY

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Agency release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

XXIII. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

XXIV. ATTACHMENTS

The following Attachments are part of this Agency Participation Agreement:

- A. Partner Level Table
- B. FBCCIS User License Agreement
- C. FBCCIS Privacy Policies and Procedures
- D. FBCCIS Client Consent and Release
- E. FBCCIS Inferred Consent Notice

XXV. CONFLICT

In the event there is a conflict between this Agreement and any Attachments, this Agreement controls.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

ATTACK POVERTY

KP George, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

REVIEWED BY:

J. Johnson-Minter, MD
Jacquelyn Johnson-Minter, MD, MBA, MPH
Director, Fort Bend County Health & Human Services

06/17/2020
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$0.00** to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

ATTACHMENT A



Partner	Initial Cost	Annual Cost	Partner Access / Incentives	Responsibilities
<i>Executive</i>	\$2500.00	1250.00	<ul style="list-style-type: none"> ✓ Electronic referral system to other participating agencies and receipt of follow up responses. ✓ Caseworthy data reports ✓ Display of logos at all Annual Events and Initiatives ✓ Grant Announcements ✓ Client Referrals ✓ Public Recognition as a partner ✓ Quarterly Newsletter ✓ Annual Beneficiary Report ✓ Case Management Services ✓ Demonstration of improved and sustained health outcomes within 30 days 	<ul style="list-style-type: none"> • Participate and provide input on annual events and initiatives • Participate in monthly and or weekly executive planning meetings • Participate in annual community health assessment and receive report • Submit client data weekly to FBCCIS Program Coordinator • Sign and Commit to the terms in the Executed Participation Agreement with Fort Bend County • Participate in new partner orientation meetings
<i>Community</i>	\$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
<i>Associate</i>	\$500.00	250.00	<ul style="list-style-type: none"> ✓ Client Referrals ✓ Public Recognition as a partner 	<ul style="list-style-type: none"> • Serve as an advocate for Social Service issues to include but not limited to poverty, health, housing, hunger, etc. • Assist with client needs in those usual or unusual times when organizations are not able to meet the needs • Volunteer at all annual events and initiatives • 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.

ATTACHMENT B

FBCCIS User License Agreement

(To Be Signed by Each Individual Authorized User with Access to FBCCIS)

The Fort Bend County Collaborative Information System (FBCCIS) utilizes a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children requiring services by participating organizations. The FBCCIS provides an accurate count of clients served within the Fort Bend County service area by reducing duplication. Additionally, the application is used to configure, facilitate, and protect data integrity and sharing among authorized FBCCIS Participating Agencies for the purpose of coordinated service delivery and reporting in the Fort Bend County service area. Fort Bend County (County) is the FBCCIS Lead Agency. Caseworthy is the designated FBCCIS application. This Agreement is between Fort Bend County and the Participating Agency through their designated User(s). Each User requesting a password for access to the FBCCIS application must sign this Agreement before a password will be issued.

I. PURPOSE OF POLICIES & PROCEDURES

The purpose of this agreement is to: 1) ensure that information collected as part of FBCCIS will affirm the basic right of clients to have the confidentiality of their information protected; 2) establish directions for the release of confidential information; 3) state ethical/legal exception to the right of confidentiality; and 4) create procedures to ensure client confidentiality while providing for the exchange of information necessary for continuity of care.

II. USER POLICY, RESPONSIBILITY STATEMENT, & CODE OF ETHICS

User Policy

At the discretion of the Participating Agency, information for provision of services may be shared through the FBCCIS application among the Participating Agencies.

Consistent with client permissions and restrictions, agencies using FBCCIS shall have access to data pertaining to individual clients entered by them and others. **Participating Agencies with access to data, through a signed client release of information, shall be bound by all restrictions imposed by the client pertaining to any use of that client's personal information. Participating Agencies are bound by HIPPA or 42 CFR Part 2 are expected to develop and administer appropriate consent and Notice of Privacy Practice in compliance with all appropriate Local, State and Federal regulations.**

Data necessary for the development of aggregate reports of services needed, services provided, referrals, client goals and outcomes should be entered to the greatest extent possible by each Participating Agency and in conjunction with requirements set out in the FBCCIS training manual.

FBCCIS is a tool to assist agencies in focusing services and locating alternative resources to help service clients. Therefore, Agency staff shall only use client information in FBCCIS to target services to the client's needs.

User Responsibility

Your User ID and password gives you access to FBCCIS. Initial each item below to indicate you understand and accept the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below may result in a breach of client confidentiality, and is grounds for immediate termination from FBCCIS, and may result in additional sanctions as allowed by law.

My User ID and password are for my use only and I will not share them with anyone.

I will take reasonable precautions to keep my password physically secured.

I will never log into FBCCIS and allow someone to work under my user account.

I will not knowingly enter false or misleading client information in FBCCIS under any circumstances.

- ___ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- ___ I understand that failure to log off FBCCIS appropriately may result in a breach in client confidentiality.
- ___ I will assure that all printouts/hard copies of FBCCIS information are kept in a secure file, and shredded or otherwise properly destroyed when no longer needed.
- ___ If I notice or suspect a security breach, I will immediately, notify the Fort Bend County FBCCIS Administrator.
- ___ I understand that in the event that my employment is terminated or I leave my employment with this agency, my access to FBCCIS will be revoked.
- ___ I understand that if I do not log into FBCCIS for more than 45 days, my user account will be locked out and my agency will be charged a user reactivation fee.
- ___ **I have reviewed all FBCCIS Policies and Procedures, and will comply with all applicable rules, policies and procedures.**

User Code of Ethics

As the guardian entrusted with this personal data, FBCCIS users have a moral and a legal obligation to ensure that the data is being collected, accessed, and used appropriately and in compliance with all local, state, and federal laws. It is also the responsibility of each user to ensure that client data is only used to the ends that have been made explicit to clients and are consistent with the mission of the FBCCIS, to use FBCCIS to advance the provision of quality services for persons needing assistance, improve data collection, and promote more responsive policies to improve the quality of life.

- FBCCIS Users must treat Participating Agencies with respect, fairness, and good faith.
- Each FBCCIS User should maintain high standards of professional conduct in the capacity as a FBCCIS User.
- Each FBCCIS User will make every effort to assure that client data is handled securely, responsibly and in accord with the clients' wishes.
- FBCCIS Users have the responsibility to relate to the clients of other participating agencies with full professional consideration.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in FBCCIS.
- Users must not use the FBCCIS with intent to defraud the federal, state, or local government or an individual entity; or to conduct any illegal activity; or to solicit clients for personal gain.
- Agree to any other compliance measures as added by Fort Bend County or FBCCIS.

I understand and agree to comply with all the statements listed above.

User Name (print full name): _____

User Signature: _____

User E-mail: _____ User Phone Number: _____

Participating Agency: _____

Supervisor's Signature: _____

DO NOT WRITE IN THIS SECTION. FOR COALITION FBCCIS STAFF ONLY.	
Trainer	Date of Training
FBCCIS Staff Signature	Date

ATTACHMENT C

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 t h e 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.

An Agency's Privacy Policy will:

- Specify the purpose for collecting the information.
- Specify all potential uses and disclosures of client personal information.
- Specify the time for which the hard copy and electronic data will be retained at the organization and the method for disposing of it or removing identifiers from personal information that is not in current use.
- State the process and applicability of amendments and commit to documenting all amendments.
- Offer reasonable accommodations for persons with disabilities and/or language barriers.
- Allow the client the right to inspect and to have a copy of their client record and offer to explain any information the individual may not understand.
- Include reasons and conditions when an organization would not release information.
- Specify a procedure for accepting and considering questions or complaints about the privacy policy.

IV. Compliance Review

Each year, Agencies will be required to self-certify that they comply with the FBCCIS Privacy Policy and Procedures. Each Agency must indicate whether it has:

- Adopted the FBCCIS Privacy Policy and Procedures, or
- Adopted a different privacy policy that meets the requirements outlined in the FBCCIS Privacy Policy and Procedures.

The FBCCIS, through the FBCCIS Lead Agency, Fort Bend County, retains the right to conduct site visits to ensure compliance with the FBCCIS Privacy Policy and Procedures.

Notice of the adoption of a Privacy Policy will be sent to the FBCCIS Administrator. In the event the Agency adopts a different privacy policy, the Agency will be expected to send a copy of that policy to the FBCCIS Administrator in accordance with the Notice Section provided in the Agency Participation Agreement. If no policy has been adopted at the time of execution of the FBCCIS Agency Participation Agreement, the Agency must establish a date no later than three months from the execution of the Agency Participation Agreement date by which such a policy will be developed and implemented.

V. Privacy Policy Notice

The FBCCIS Lead Agency and Agencies must ensure privacy policies are readily accessible to clients and the public.

It is suggested that each Agency post the FBCCIS Privacy Policy and Procedures on its website and provide a copy to any individual upon request.

VI. Client Consent and Release Procedure

Agencies will maintain FBCCIS data in compliance with this Privacy Policy and Procedures and all local, state, and federal regulations including the HIPAA Privacy Rule. Any Agency privacy policies created or presently in use will include a provision stating the Agency will only collect data after a signed Client Consent and

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

and the disclosure complies with and is limited to the requirements of the law. Agencies and individuals should refer to HIPAA Privacy Rule located at 45 CFR Part 160 and Subparts A and E of Part 164.

- To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct). Agencies and individuals should refer to the HIPAA Privacy Rule located at 45 CFR Part 160 and Subparts A and E of Part 164.

The FBCCIS Lead Agency may share client level FBCCIS data with contracted entities as follows:

- The Agency originally entering or uploading the data to the FBCCIS.
- Outside organizations under contract with the FBCCIS Lead Agency or other entities acting on behalf of Fort Bend County for research, data matching, and evaluation purposes. The results of this analysis will always be reported in aggregate form and will not reveal PHI (Protected Health Information) or PII(Personal Identifying Information) that can be traced back to an individual client.

Any requests for reports or information from an individual or group who has not been explicitly granted access to the FBCCIS will be directed to the FBCCIS Administrator. No individual client data will be provided to meet these requests without proper authorization.

Before any use or disclosure of Protected Health Information (PHI) or Personal Identifying Information (PII) that is not described here is made, the FBCCIS Lead Agency or Agency wishing to make the disclosure will seek the consent of all individuals whose PHI or PII may be used or disclosed, and obtain such consent in writing.

IX. Access and Correction

Clients whose data is collected in the FBCCIS may inspect and receive a copy of their FBCCIS record by requesting it from the Agency that originally collected the information. The FBCCIS Lead Agency requires each Agency to establish a policy to manage such requests and to explain any information a client may not understand.

Each Agency's policy will describe how requests from clients for correction of inaccurate or incomplete FBCCIS records are handled. The policy will allow clients to request their FBCCIS data or request the data be removed from the FBCCIS.

If a client requests to have his or her information in the FBCCIS corrected or removed, and the Agency agrees that the information is inaccurate or incomplete, the Agency may delete it or they may choose to mark it as inaccurate or incomplete and to supplement it with additional information. Any such corrections applicable to the data stored in the FBCCIS system will be corrected within one week of the request date.

In the event that a client requests to view his or her data in the FBCCIS, the Agency FBCCIS Administrator will keep a record of such requests and any access granted. The Agency FBCCIS Administrator or Agency Case Manager will provide a copy of the requested data within a reasonable timeframe to the client.

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 part of the FBCCIS program.

Agency

User Signature

Date

Print Name

Date

ATTACHMENT D

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 www.fbchhs.org.

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 Caseworthy 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. Further, if I am unable to participate in a determination of those services, which would be of benefit to me, or my permission is needed in the future to authorize additional services for this program, my signature below authorizes the named individual to sign for assistance for me in my absence after receiving my verbal permission. Finally, if I am unable to make decisions, the person listed below is hereby authorized to represent me:

Participating Agency

Client Signature

Date

Designated Individual- Print Name

Date

Relationship to Client

Date

Witness Signature

Date

ATTACHMENT E

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.fbchhs.org>.

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 organization 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.

We only collect information that we consider appropriate. 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.