

HMIS Agency Agreement

Columbus & Franklin County Continuum of Care

Administered by Community Shelter Board (CSB)

HMIS Lead, Collaborative Applicant, and Unified Funding Agency

Agency:

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Definitions

The following terms have the meanings set forth below when used in this Agreement:

HMIS Agency Administrator: The individual designated by Agency to serve as the primary HMIS point of contact and liaison between Agency's end users and the CSB HMIS Database Manager. See Section 3.

Client Acknowledgement for Data Collection: The CSB form by which a client provides consent for their Protected Personal Information to be entered into HMIS.

Continuum of Care (CoC): The Columbus & Franklin County Continuum of Care, a HUD-designated planning body responsible for coordinating homeless services in the region.

Covered Homeless Organization (CHO): Any organization participating in HMIS that collects and enters client data into the system on behalf of the CoC, whether or not funded by CSB.

HMIS Data Quality Plan: The HMIS Data Quality Plan for the Columbus & Franklin County CoC, establishing data quality benchmarks, procedures, and enforcement standards for all HMIS participants, incorporated by reference into this Agreement.

HMIS Policies and Procedures: The HMIS Policies and Procedures for the Columbus & Franklin County CoC, governing all aspects of HMIS administration, access, security, and data entry, incorporated by reference into this Agreement.

HMIS Local Data Dictionary: The local system configuration and data element reference document for the Columbus & Franklin County CoC's implementation of Clarity Human Services, incorporated by reference into this Agreement.

Data Quality Improvement Plan (DQIP): A corrective action plan required when an Agency fails to meet the data quality standards set forth in the HMIS Data Quality Plan.

HMIS: Homeless Management Information System: the HUD-mandated electronic database used to collect client-level data on individuals and families experiencing homelessness.

HMIS Database Manager: The CSB staff person responsible for administering HMIS, serving as the primary point of contact for HMIS Agency Administrators, and overseeing data quality and system compliance.

HMIS Lead: Community Shelter Board (CSB), as designated by the CoC under 24 CFR Part 578 to administer HMIS on behalf of the Columbus & Franklin County CoC.

HMIS User: Any individual employed by or volunteering with Agency who is authorized to access and enter data into HMIS on Agency's behalf.

HMIS User Agreement: The electronic agreement signed by each HMIS User within the HMIS system prior to receiving access, setting forth individual user obligations and conduct standards.

Partner Agencies Section: The HMIS-specific page of CSB's website at <https://www.csb.org/providers/hmis/> which contains policies, procedures, standards, and resources applicable to all HMIS participating agencies.

Protected Personal Information (PPI): Client-identifying information entered into HMIS, including but not limited to name, date of birth, Social Security number, and service history.

Program Outcome Performance Requirements: Standardized performance benchmarks established by the CoC that apply to designated projects and are documented in a Program Outcomes Plan.

This **HMIS AGENCY AGREEMENT** (this “Agreement”) is made and entered into as of (the “Effective Date”), by and between **COMMUNITY SHELTER BOARD** (“CSB”), in its capacity as the designated HMIS Lead for the Columbus & Franklin County Continuum of Care (“CoC”) under 24 CFR Part 578, and (hereinafter “Agency”).

This Agreement governs Agency's participation in the Homeless Management Information System (HMIS) administered by CSB on behalf of the CoC. It applies to all organizations participating in HMIS, regardless of whether Agency receives funding from CSB. CSB's authority to administer HMIS and establish participation requirements derives from its designation as HMIS Lead by the CoC, its role as Collaborative Applicant for the CoC Program, and its designation as one of fifteen Unified Funding Agencies (UFAs) in the United States.

CSB-funded Partner Agencies: Where Agency also holds a Master Provider Agreement (MPA) with CSB, this Agreement governs all HMIS-specific obligations. In the event of any conflict between this Agreement and the MPA with respect to HMIS obligations, this Agreement shall control.

1. Term of Agreement.

- a)** This Agreement shall be in force and effect commencing on the Effective Date and ending on June 30, 2027 (the “Initial Term”), unless terminated sooner as provided herein. This Agreement shall renew automatically on July 1 of each year for successive one-year terms (July 1 through June 30), unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Agency’s continued participation in HMIS following any renewal date constitutes acceptance of the agreement terms in effect as of that date, including any updates to incorporated governing documents.
- b)** If Agency breaches any provision of this Agreement, CSB may immediately terminate this Agreement upon providing written notice to Agency. Any waiver by CSB of any breach on the part of Agency shall not constitute a waiver by CSB of any prior or subsequent breach by Agency.
- c)** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. Agency must submit termination notices by email to HMIS@CSB.org. CSB will confirm receipt in writing, and the thirty (30) day notice period shall commence upon such confirmation.
- d)** Upon termination or expiration of this Agreement, Agency shall have no right to access the HMIS database. All HMIS requirements regarding confidentiality and privacy of client information shall survive termination or expiration of this Agreement. The termination of this Agreement shall not operate to terminate Agency's obligations to maintain records or cooperate with outstanding compliance and audit obligations.

2. Scope of Services.

Agency shall participate in HMIS in accordance with the terms of this Agreement, the HMIS Policies and Procedures, the HMIS Local Data Dictionary, and all applicable HUD requirements. The extent of Agency's performance obligations depends on whether Agency's projects are subject to Program Outcome Performance Requirements, as designated by CSB pursuant to Section 5. All projects, regardless of performance designation, are subject to the data quality, confidentiality, and privacy obligations set forth in this Agreement.

3. HMIS Agency Administrator.

Agency shall designate an HMIS Agency Administrator as the primary HMIS point of contact and liaison between Agency's end users and the CSB HMIS Database Manager for all HMIS-related matters. The number of required HMIS Agency Administrators depends on Agency's funding relationship with CSB: CSB-funded Partner Agencies holding a Master Provider Agreement must designate a minimum of two (2) HMIS Agency Administrators; non-CSB-funded organizations must designate a minimum of one (1) HMIS Agency Administrator. All agencies must also designate a named backup contact as described in Section 3(c). Agencies that are unable to meet the two-administrator requirement due to staffing constraints must notify the HMIS Database Manager in writing; CSB may approve an alternative designation of one HMIS Agency Administrator plus one named backup contact on a case-by-case basis.

- a) Responsibilities:** The HMIS Agency Administrator is responsible for:
- Serving as the primary point of communication between Agency's end users and the CSB HMIS Database Manager regarding HMIS issues;
 - Ensuring all new HMIS users at Agency complete required training and sign the HMIS User Agreement electronically in HMIS prior to receiving system access;
 - Managing Agency's HMIS user licenses, including requesting new user access and promptly notifying the CSB HMIS Database Manager within 24 hours when a user no longer requires access;

- Monitoring Agency's compliance with data quality standards, client confidentiality requirements, and data collection, entry, and retrieval practices;
- Providing support for the generation of Agency-level HMIS reports;
- Participating in HMIS Agency Administrator trainings and regular meetings convened by the CSB HMIS Database Manager;
- Serving as an advisor and consultant to the CSB HMIS Database Manager on Agency-level HMIS matters.
- Serving as Agency's designated agency-level security contact, responsible for enforcing HMIS security policies at the agency level in accordance with the HMIS Policies and Procedures. Where Agency has designated a backup contact under Section 3(c), Agency is encouraged to assign security responsibilities to that individual as well.

b) Designation and Notification: Agency shall submit the name and contact information of its designated HMIS Agency Administrator to the CSB HMIS Database Manager at or prior to execution of this Agreement. Any changes to the HMIS Agency Administrator designation must be reported promptly to the CSB HMIS Database Manager. The HMIS Agency Administrator will receive direct training from the CSB HMIS Database Manager and is responsible for training all subsequent HMIS users at Agency. Training resources including videos and materials are available at <https://www.csb.org/providers/hmis/>.

c) Backup Contact: Agency shall also designate a backup contact person, such as a supervisor, program director, or other staff member, who can be reached in the event the HMIS Agency Administrator is unavailable. The backup contact is not required to hold HMIS Agency Administrator responsibilities but must be able to communicate with the CSB HMIS Database Manager on urgent HMIS matters. Agency shall submit the backup contact's name and contact information alongside the HMIS Agency Administrator designation and shall promptly report any changes.

d) Vacancy: If the HMIS Agency Administrator position becomes vacant, Agency shall notify the CSB HMIS Database Manager promptly and designate a replacement as soon as practicable. The backup contact shall serve as the interim point of contact during any vacancy.

4. Confidentiality, Privacy, and Client Rights.

Confidentiality and Informed Consent

Agency shall require all HMIS Users to abide by Agency's organizational policies and procedures, uphold all privacy protection standards established by the HMIS Policies and Procedures, and comply with all applicable federal and state confidentiality laws and regulations that protect client records. Except where otherwise provided by law, Agency shall ensure that confidential client records are released only with the client's written consent.

a) Written Consent: Prior to each client's assessment, Agency shall inform the client that their information will be entered into an electronic database (HMIS) and explain the terms of the Client Acknowledgement for Data Collection form. Clients who agree to have their Protected Personal Information (PPI) entered into HMIS must sign the Client Acknowledgement for Data Collection form before data entry occurs.

b) Verbal Consent: Verbal consent may be obtained in circumstances such as phone screenings, street outreach, or community access center sign-ins. The client must be informed that their information will be entered into HMIS and the terms of the Client Acknowledgement for Data Collection form must be explained. Written consent must be obtained at the client's initial in-person assessment.

c) Revocation of Consent: Agency shall forward a copy of any client's Revocation of Consent to the CSB HMIS Database Manager within three (3) business days of receipt.

d) Consent Record Retention: A signed copy of the Client Acknowledgement for Data Collection form shall be retained for a period of seven (7) years after the PPI was created or last changed.

Client Rights

Agency shall ensure that each client is informed of and afforded the following rights:

- The right to receive a copy of this Agreement upon request.
- The right to receive, no later than ten (10) business days following a written request: a correction of inaccurate or incomplete PPI; a copy of their signed Client Acknowledgement for Data Collection form; a copy of their HMIS records; and a current list of participating agencies that have access to HMIS data.
- The right to be notified if a breach of their PPI is discovered.

Data Use and Security Obligations

Agency shall protect HMIS data by ensuring that:

- A link to the CSB HMIS Privacy Notice is accessible from Agency's website or intake materials.
- HMIS is not accessible to unauthorized users and is accessed only on computers approved by Agency.
- All HMIS Users are trained regarding their responsibilities and conduct prior to receiving system access.
- All HMIS Users sign the CSB HMIS User Agreement electronically within HMIS and comply with its terms prior to and throughout their use of the system.
- The Notice Regarding Collection of Personal Information is posted at each intake desk or comparable client-facing location.
- HMIS Users do not misuse the system or access data beyond the scope of their authorized role.

Violation and Security Lapse Reporting

Any violations or suspected violations of the terms of this Agreement, the HMIS User Agreement, or the HMIS Policies and Procedures must be immediately and confidentially reported to the CSB HMIS Database Manager and the Executive Director or other authorized representative of Agency. Any HMIS User who discovers a possible security lapse in the system is obligated to immediately report it to the CSB HMIS Database Manager, who serves as CSB's designated HMIS Security Officer for the Columbus and Franklin County CoC.

5. Participating Projects and HMIS Data Entry.

Agency is authorized to enter data into HMIS for the projects designated by CSB pursuant to this Section. All such projects are subject to the data quality, timeliness, and accuracy requirements set forth in this Agreement and the HMIS Policies and Procedures.

a) Projects with Program Outcome Performance Requirements: Where a project is subject to Program Performance Standards as approved by the Columbus and Franklin County, Ohio Continuum of Care, Agency shall provide services in accordance with those standards as detailed in the Agency's Program Outcomes Plan(s). The Program Outcomes Plan(s) is attached as Exhibit A. Agency's failure to meet any of the objectives set forth in the Program Outcomes Plan(s) may result in suspension of Agency's access to the HMIS database and/or termination of this Agreement.

b) Projects Without Program Outcome Performance Requirements: Some projects participating in HMIS are not subject to Program Performance Standards or a Program Outcomes Plan. Such projects are

still required to comply with all HMIS data entry, data quality, confidentiality, and privacy obligations set forth in this Agreement and the HMIS Policies and Procedures.

c) CSB shall provide Agency with a written project designation notice at or prior to the execution of this Agreement, identifying which of Agency's projects are subject to Program Outcome Performance Requirements. This designation notice is separate from Exhibit A. Any subsequent addition or removal of a project's designation shall be made by written notice from CSB to Agency.

6. Data Quality Standards.

Agency shall adhere to the data quality standards established in the **HMIS Data Quality Plan, FY2027** (the "Data Quality Plan"), specifically Sections **7.4.1 Completeness Standards, 7.4.2 Accuracy Standards, 7.4.3 Timeliness Standards, and 7.4.4 Consistency Standards**, which set forth the baseline requirements for each dimension of data quality applicable to all Covered Homeless Organizations (CHOs). These standards are further supported by the **HMIS Policies and Procedures, Section 7.5 Agency-Level QA Procedures** (Data Integrity and Quality Assurance subsections). The Data Quality Plan and the HMIS Policies and Procedures are hereby incorporated by reference and Agency agrees to be bound by their requirements as updated from time to time.

Should Agency fail to uphold the data quality standards set forth in the above-referenced documents, Agency shall implement a Data Quality Improvement Plan (DQIP), as discussed and defined in the Data Quality Plan. Failure to comply with a created DQIP could result in:

- Loss of individual user licenses
- Suspension or loss of Agency's access to HMIS
- Termination of this Agreement

7. Agency Responsibilities.

The responsibilities of Agency related to this Agreement include the following:

- Maintain a high level of HMIS data quality, using the baseline requirements in the Data Quality Plan as the minimum threshold;
- Seek assistance from the HMIS Lead and/or CoC when there are questions about HMIS and HMIS data quality;
- Be responsive to questions and requests from both the HMIS Lead and CoC related to HMIS data quality;
- Acknowledge that each individual HMIS user employed by or volunteering with Agency is required to sign the CSB HMIS User Agreement electronically within HMIS prior to receiving system access. Agency accepts responsibility for ensuring its users complete this step and remain in ongoing compliance with the User Agreement;
- Inform the HMIS Lead and the CoC when changes occur within Agency that specifically relate to HMIS and/or HMIS data quality, including but not limited to:
- Inform the HMIS Lead when an existing HMIS user no longer needs access to the system, within 24 hours of no longer needing access;
- Inform the HMIS Lead when a new HMIS user needs to receive training on HMIS data entry;
- Inform the HMIS Lead and CoC when an existing HMIS project ends, at least 21 days prior to the project's termination; and
- Inform the HMIS Lead and CoC when a new HMIS project needs to be created, at least 21 days prior to the project's beginning.

- Ensure all HMIS users employed by or volunteering with Agency complete required training prior to receiving system access. CSB employs a train-the-trainer model: the CSB HMIS Database Manager trains the HMIS Agency Administrator, who is then responsible for training all subsequent staff and volunteers. Training videos and materials are available at <https://www.csb.org/providers/hmis/>;
- Safeguard all client data in accordance with applicable federal and state privacy laws, including the HMIS Privacy Notice requirements under HUD regulations;
- Submit all HMIS data in accordance with the timeliness requirements set forth in Section 11, including project-type-specific deadlines for Emergency Shelter and all other projects.

8. HMIS Lead Responsibilities.

The responsibilities of the HMIS Lead (CSB) related to this Agreement include the following:

- Train the HMIS Agency Administrator directly on HMIS data entry, system use, and data quality requirements. CSB employs a train-the-trainer model in which the HMIS Agency Administrator is responsible for training subsequent staff. CSB provides training videos and supplemental materials at <https://www.csb.org/providers/hmis/> to support ongoing training at the agency level;
- Respond to Agency's questions and concerns related to HMIS and HMIS data quality in a timely manner;
- Provide tools for Agency to monitor its own data quality in HMIS;
- Ensure Agency and its HMIS users understand the data entry requirements related to the specific projects Agency enters into HMIS;
- Maintain the HMIS system in accordance with HUD's HMIS Data Standards and applicable CoC requirements.

9. CoC Responsibilities.

The responsibilities of the Columbus and Franklin County Continuum of Care (CoC) related to this Agreement include the following:

- In conjunction with the HMIS Lead, ensure Agency understands the Data Quality Plan and its importance;
- Provide a clear and transparent process for providing Agency with incentives and enforcements as it relates to HMIS data quality;
- Ensure the HMIS Lead and Agency have sufficient resources to be as proactive in HMIS data quality monitoring as possible;
- In conjunction with the HMIS Lead, determine the consequences for Agency should they fail to abide by this Agreement or a Data Quality Improvement Plan.

10. Partner Agencies Section.

Agency hereby acknowledges that Agency shall be responsible for full review of and compliance with the policies, procedures, standards, guidance, and requirements enumerated on the Partner Agencies page on CSB's website, available at: <https://www.csb.org/providers/hmis/> (the "Partner Agencies Section"). Compliance with the Partner Agencies Section is a condition of Agency's continued access to HMIS. CSB may update the Partner Agencies Section from time to time, and Agency's continued use of HMIS following notice of any update constitutes acceptance of the revised requirements.

11. Submission of Data.

Agency shall ensure that all HMIS data is entered and corrected directly in HMIS in accordance with the following timeliness requirements:

a) Emergency Shelter Projects: Clients who stayed in shelter during the previous 24-hour period must be entered into HMIS by 9:00 a.m. the following day. Complete and accurate data for the month must be corrected in HMIS by the fourth (4th) business day of the following month.

b) All Other Projects: Data for all persons served must be entered into HMIS within 48 hours of the service interaction. Complete and accurate data for the month must be corrected in HMIS by the fourth (4th) business day of the following month.

Data submission requirements are further detailed in Section 7 (HMIS Data Quality Plan), specifically Section 7.4.3 Timeliness Standards, of the HMIS Policies and Procedures, which is incorporated by reference. Agency shall ensure data is entered and corrected in HMIS directly; submission of data outside of HMIS does not satisfy these requirements. Additional data submission resources are available through the Partner Agencies Section described in Section 10.

12. Monitoring and Record Retention.

Agency shall maintain accounts and records in accordance with applicable federal, state, and local requirements and the provisions of this Agreement. If retention periods conflict, Agency shall retain records in accordance with the longer retention period. This provision shall survive the termination or expiration of this Agreement.

13. Data Ownership and Rights.

a) Client Data Ownership: Agency maintains no property rights to or ownership interest in client data input or stored within the Clarity HMIS. Case notes entered into HMIS may be released to the client at the discretion of Agency. If Agency declines to release requested HMIS records to client for any reason, client's HMIS Record Request must be referred to CSB within 24 hours of Agency refusal in order for CSB to review and issue final disposition on HMIS Record Request.

b) Data Retention Upon Termination: If this Agreement is terminated for any reason, CSB and the CoC retain the right to use all client data previously entered by Agency, subject to all applicable confidentiality and privacy provisions of this Agreement and applicable law. Agency shall have no right to access, export, or delete data in HMIS following termination except as expressly authorized in writing by CSB.

c) No Conditioning of Services: Agency shall not condition, limit, or decline to provide services to any client based solely on the client's refusal to sign the Client Acknowledgement for Data Collection form or to have their information entered into HMIS. Clients must be informed of their right to receive services regardless of their consent to HMIS data entry but that refusal to provide information may result in ineligibility for specific programs or services.

14. Prohibited Conduct.

Agency shall ensure that all HMIS users comply with the following conduct standards when using HMIS:

- Agency shall not alter or overwrite data entered into HMIS by another participating agency, with the narrow exception of basic demographic information that has not been entered or is found to be factually incorrect.

- Agency shall not enter discriminatory comments based on race, ethnicity, religion, national origin, ancestry, disability, age, gender, or sexual orientation into HMIS. All clients are to be treated with dignity, and their individual and shared backgrounds and experiences must be respected at all times.
- Offensive language and profanity are not permitted in HMIS, except where required in documentation of incidents through direct quotations in case notes.
- Agency shall not use HMIS to transmit any material in violation of applicable federal or state law, including copyrighted, threatening, or obscene material.
- Agency shall not use HMIS with intent to defraud any person or entity, including any governmental agency, or to conduct any illegal activity.
- Agency shall not make misrepresentations concerning clients in HMIS. Agency shall not purposefully enter inaccurate information on a new record or on a record entered by another agency.
- Client information obtained from HMIS shall not be used for criminal investigation of clients unless required by law in compliance with a court order, warrant, or subpoena.
- If a non-participating organization requests identifying confidential client information from HMIS, Agency shall direct the request to the CSB HMIS Database Manager.

15. Liability and Indemnification.

a) Limitation of Liability: Except as otherwise expressly provided in this Agreement, neither Agency nor CSB makes any representations or warranties, express or implied, regarding HMIS or any data contained therein. Neither party shall be liable to the other for damages, losses, or injuries arising out of or related to this Agreement or the use of HMIS except to the extent that such damage results from gross negligence or willful misconduct by the management or assigns of the respective party.

b) Indemnification: Agency shall indemnify, defend, and hold harmless CSB, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) Agency's use of HMIS;
- (ii) any breach by Agency or its users of this Agreement, HMIS policies and procedures, or applicable federal, state, or local law, including but not limited to privacy and confidentiality requirements;
- (iii) any unauthorized access, use, disclosure, or transmission of personally identifiable information ("PII") by Agency or its users;
- (iv) any failure by Agency to obtain or document client consent, where required; or
- (v) any negligent or willful acts or omissions of Agency or its workforce in connection with HMIS.

c) Agency Responsibility for Users: Agency accepts full responsibility for the acts and omissions of its HMIS users in connection with their use of HMIS, including any unauthorized access, data breach, or misuse of client information resulting from Agency's failure to comply with the terms of this Agreement.

16. Enforcement Authority.

Agency acknowledges that CSB, as the designated HMIS Lead for the Columbus & Franklin County CoC, has the authority to enforce the terms of this Agreement and to take enforcement actions including but not limited to:

- Suspension or revocation of individual HMIS user access;
- Suspension of agency access to HMIS in whole or in part;
- Requiring Agency to implement a Data Quality Improvement Plan;

- Termination of this Agreement as provided herein;
- Reporting Agency's non-compliance to the CoC and HUD, which may independently determine consequences including removal from CoC participation.

CSB shall provide Agency with written notice before taking enforcement action, except in cases involving a material breach of confidentiality, a security lapse, or unauthorized access to client data, in which case CSB may act immediately to protect the integrity of the system and client information.

17. Amendments.

Unless otherwise provided in this Agreement, this Agreement may be amended only by a written document executed by authorized representatives of the parties hereto. Agency shall enter into any amendment that CSB, in its sole discretion, deems necessary in order to conform this Agreement with federal, state or local governmental laws, regulations, guidelines, or policies; provided, however, that with respect to any proposed amendment pursuant to the foregoing that results in any change in Agency's obligations undertaken under this Agreement, Agency may elect in writing, within thirty (30) days of receipt of such proposed amendment, to not execute the amendment and to terminate this Agreement.

18. Notices.

a) Notices from Agency to CSB: Agency shall deliver all notices, including termination notices, designation changes, and vacancy notifications, by email to HMIS@CSB.org. The thirty (30) day notice period for termination without cause shall commence upon CSB's written confirmation of receipt.

b) Notices from CSB to Agency: CSB shall deliver all notices to Agency by email to the HMIS Agency Administrator at the email address on file in the HMIS Agency Administrator Information block. Agency is responsible for ensuring that the HMIS Agency Administrator's email address on file is current at all times. Notice shall be deemed received on the date the email is sent, provided no delivery failure notification is received by CSB. If CSB receives a delivery failure notification, CSB shall make reasonable efforts to reach Agency through the backup contact on file.

c) Updates to Contact Information: Agency shall promptly notify the CSB HMIS Database Manager of any changes to the HMIS Agency Administrator's or backup contact's email address or other contact information. CSB is not responsible for failure to deliver notices to outdated contact information.

HMIS Agency Administrator Information

To be submitted at or prior to execution. Changes must be reported promptly to the CSB HMIS Database Manager.

HMIS Agency Administrator (Primary)	HMIS Agency Administrator (Backup)
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

EXHIBIT A

PROGRAM OUTCOME PLANS

Attach Agency's Program Outcome Plan(s) here. If Agency has no projects subject to Program Outcome Performance Requirements, this exhibit is not applicable.