

SERVICEPOINT® DATA SERVICES AGREEMENT

This Data Services Agreement (“Agreement”) is entered into this 1st day of March, 2018 (the “Effective Date”) by and between _____ (the “Participating Agency”) and Lake County (“LC”), individually (a “Party”) and jointly (the “Parties”).

WHEREAS, the ServicePoint® Referral Network (“ServicePoint”) is an information system that helps improve service delivery and evaluate the effectiveness of services provided;

WHEREAS, LC uses ServicePoint® as its Homeless Management Information System (HMIS). All programs funded under US Department of Housing and Urban Development McKinney-Vento Act as amended by the HEARTH Act or the Emergency Solutions Grant are required to participate in HMIS as a condition of their funding. While HUD does not require providers that do not receive HUD funds to participate in ServicePoint®, LC works closely with non-funded agencies to articulate the benefits of ServicePoint® and strongly encourages their participation in order to achieve a comprehensive and accurate understanding of homelessness and other social service needs in Lake County; and

WHEREAS, Participating Agency and other participating agencies and programs (“Participating Agencies”) will be required to comply with all applicable operating procedures and must agree to execute and comply with provisions in this Agreement, regardless of their status as mandatory or voluntary.

THEREFORE, in consideration of the foregoing, the Parties agree to the terms and conditions of the Agreement as set forth below:

1. Definitions. Except as otherwise expressly provided, terms used in this Agreement shall be defined as follows. If not otherwise defined, terms shall have the meaning as defined under HIPAA.

Authorization: The federal and state laws that apply to the requirements of a legal document that allows an individual’s health information to be used or disclosed to a third party, the minimum standards are (a) those set forth in the HIPAA Privacy Rule, (b) as modified or superseded by the minimum requirements of applicable federal and state laws applicable to the type of health information to be used or disclosed including, but not limited to, state laws that apply to mental health or Human Immunodeficiency Virus. A template Authorization for use by Participating Agencies is attached hereto as **Exhibit A**.

Confidential Information: Any information, other than Protected Health Information, regarding the business, personnel and operations of a Party or its affiliates, if applicable, and their respective trustees, officers, employees, and volunteers accessed, collected, or obtained as part of this arrangement that is not otherwise publicly known, and may include, but is not limited to, data and information concerning financial operations, service area markets, customer population characteristics, types and numbers of services offered, quality assurance, utilization review, risk management, research, procurement, contracting, trade secrets, intellectual property, proprietary information and other operational information that may provide either (i) the other Party, or (ii) other Participating Agencies, its officers, directors, or employees, a competitive advantage in its relevant markets.

Data Privacy Standards: The federal and state laws and standards, including, but not limited to HIPAA and state laws that apply to mental health or HIV/AIDS.

Data Security Standards: The federal and state laws and standards, including, but not limited to HIPAA and NIST standards.

HIPAA: The Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations, including the HIPAA Privacy Rule and HIPAA Security Rule, as may be amended from time to time.

Participating Agencies: Institutions and organizations that have received official approval by the ServicePoint® Coordinating Council (or its designee) to exchange information within ServicePoint® by entering into this or a substantially similar Data Services Agreement with LC.

Participating Agency Information: Information obtained from, created by or for, or disclosed by a Participating Agency that includes Protected Health Information and is exchanged utilizing ServicePoint®

ServicePoint Coordinating Council: The governing body that acts of behalf of Participating Agencies for purposes of operating ServicePoint®.

2. ServicePoint Terms

LC shall enter into Data Services Agreements, substantially similar in terms and conditions as this Agreement with Participating Agencies. The Parties agree that any proposed changes to the terms of the ServicePoint® Data Services Agreement entered into with proposed Participating Agencies must be approved by the ServicePoint® Coordinating Council. Participating Agency understands that each of the other Participating Agencies are third party beneficiaries to this Agreement. LC represents that Participating Agency is a third-party beneficiary to each ServicePoint® Data Services Agreement.

3. ServicePoint® Minimum Data Structure, Communication, & Administrative Requirements

Participating Agency shall comply with and implement the data model utilized by ServicePoint®. LC will notify Participating Agency of any updates or changes to the data model. If Participating Agency Information is in a format that is not consistent with the data model, LC will notify Participating Agency and the Parties will discuss and work collaboratively and in good faith to resolve any discrepancies.

4. Uses, Disclosures, Maintenance, Access, and Storage by Participating Agency.

Participating Agency warrants and shall ensure its uses, disclosures, maintenance, access, and storage of Participating Agency Information and other data derived from Participating Agency Information to or from LC and through ServicePoint® are based on the appropriate permissions and approvals or are otherwise allowed by law. Participating Agency shall be responsible for its own uses, disclosures, maintenance, access, and storage of Participating Agency Information and its other data derived from Participating Agency Information. Participating Agency acknowledges and agrees that LC is relying upon Participating Agency's representation herein that it will ensure compliance with all federal and state laws applicable to the use, disclosure, maintenance, access, and storage of Participating Agency Information. Participating Agency shall defend, indemnify, and hold LC harmless from any damages, claims, demands, or actions arising out of or related to Participating Agency's failure to comply with applicable law. In addition to this Agreement, Participating Agency and LC shall enter into the Business Associate Agreement in the form set forth as **Exhibit B**.

5. Security Notification.

Participating Agency shall notify LC of any event of an attempted or successful unauthorized access, use, disclosure, modification, destruction, or alteration of the data within Participating Agency's facility or network, purported HIPAA violation or breach, or other incident of technical intrusion or suspected malicious operational disruption that could potentially impact ServicePoint®, LC, or other Participating Agencies as soon as possible (and no later than 10 days) after discovery. Participating Agency agrees to cooperate with LC's and other Participating Agencies' reasonable requests in response to each incident, violation, or breach.

6. Participating Agency Information Use Requirements

Participating Agency and LC each represent it has, and will continue to, adopt, follow, and/or enforce (as applicable) Data Privacy and Data Security Standards in accordance with applicable law. Participating Agency will ensure its workforce is trained on the appropriate use and disclosure of protected health information on at least an annual basis. Participating Agency will ensure that any Notice of Privacy Practices utilized for individuals receiving services within ServicePoint includes and complies with the terms and conditions set forth in this Agreement. Participating Agency shall provide reasonable access to LC in the event that LC is required by applicable law to carry out security audits and reviews of ServicePoint®.

LC agrees to use appropriate safeguards to prevent use or disclosure of Participating Agency Information or information derived from Participating Agency Information other than as permitted under this Agreement.

7. LC Security Notification.

LC shall notify Participating Agency of any attempted or successful unauthorized access, use, disclosure, modification, destruction, or alteration of unsecured Participating Agency Information, purported HIPAA violation or breach, or other incident of technical intrusion or suspected malicious operational disruption. LC shall notify Participating Agency of the incident as soon as possible (and no later than 10 days) after discovery. LC agrees to cooperate with Participating Agency's reasonable requests in response to each incident.

8. Use of Participating Agency Information.

LC is only permitted to request, receive, store, and use Participating Agency Information and other data derived from Participating Agency Information pursuant to this Agreement and LC shall not use such information for any other purposes unless allowed by law. To further the purposes of ServicePoint, LC may store Participating Agency Information in a secure data warehouse integrated with ServicePoint in accordance with Data Privacy Standards, Data Security Standards, and applicable law.

9. User Policy, Responsibility Statement & Code of Ethics.

Participating Agency will comply with the terms and conditions and ensure that each member of its workforce complies with the terms and conditions of the User Policy, Responsibility Statement & Code of Ethics, attached hereto as Exhibit C.

10. Disclosures Required by Law.

If disclosure of Participating Agency Information is required by law, court order, subpoena, administrative process, or other similar requirement, then LC shall provide maximum practical advanced notice to Participating Agency to allow it to obtain a protective order or otherwise limit the dissemination of Participating Agency Information, at Participating Agency's sole expense. In circumstances involving a disclosure by LC of Participating Agency Information for public health reporting purposes, LC is not obligated to provide such advance notice to Participating Agency and Participating Agency agrees that such disclosures may take place without notice or opportunity to object, in accordance with state and federal law.

11. Term and Termination.

The term of this Agreement shall commence as of the Effective Date and continue for four (4) years (the "Term"), unless earlier terminated as follows:

- A. Mutual agreement of the Parties in writing to terminate this Agreement,
- B. Upon sixty (60) days' advance written notice of termination by either Party, with or without cause,
- C. Upon thirty (30) days' advance written notice of breach of this Agreement by either Party describing the alleged breach with sufficient information to identify it, if the other Party fails to cure the breach.

Upon termination and the request of Participating Agency, LC will (i) return or destroy all Participating Agency Information except where such return or destruction is not feasible or to the extent necessary to comply with retention periods of this Agreement, including as they pertain to Participating Agency Information and (ii) cooperate with Participating Agency to transition any information that Participating Agency determines it must retain in support of its operations and research. In the event return or destruction of the Participating Agency Information is not feasible, then LC will extend the protections of this Agreement to the Participating Agency Information and limit further uses and disclosures to those purposes that make the return or destruction of the Participating Agency Information infeasible.

12. Fee Schedule.

Participating Agency shall pay to LC the user fees as set forth in Exhibit D.

13. Confidentiality.

No Confidential Information of a Party, in whatever form, accessed, collected, maintained, or used shall be disclosed by the other Party except as and only to the extent specifically permitted by this Agreement and to the extent permitted by law. If dissemination of Confidential Information is required by law, the Party required disclosing Confidential Information shall provide maximum practical advance notice to the other Party to allow it to obtain a protective order or otherwise limit the dissemination of their Confidential Information, at their sole expense.

The Parties agree that they will not use in any way the names, trademarks, logos, symbols, or a description of the business or activities of each other without in each instance obtaining prior written consent. These uses include, but are not limited to, promotional, informational, and marketing activities and materials. The existence of this Agreement shall not constitute an implied endorsement of any products or services offered by either Party.

14. LIMITATION OF LIABILITY.

ALL PARTICIPATING AGENCY INFORMATION OR ANY FORM OR DERIVATIVE THEREOF IS BEING PROVIDED BY PARTICIPATING AGENCY AND BY LC "AS IS," AND PARTICIPATING AGENCY, LC, AND EACH OF THEIR LICENSORS, EMPLOYEES AND AGENTS OR AFFILIATES EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, OTHER THAN WARRANTIES CONTAINED IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY CONTENT, DELIVERABLES OR SERVICES ARE ACCURATE OR RELIABLE, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY PARTICIPATING AGENCY, LC, THEIR AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

NEITHER PARTICIPATING AGENCY OR ITS AFFILIATES, NOR LC, NOR THEIR RESPECTIVE AGENTS OR EMPLOYEES WILL BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Miscellaneous Terms.

A. The Parties will undertake reasonable procedures to ensure that employees and contractors have not been debarred, suspended, excluded, or otherwise become ineligible to participate in any government health care program, and that it is not excluded from any government health care program.

B. Neither Party may assign, subcontract, delegate or otherwise transfer any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its duties or obligations hereunder, without the other Party's prior written consent. Any attempt to take such action(s) without consent shall be void.

C. The Parties are independent contractors of each other. Nothing contained in this Agreement shall constitute, or be construed to create, a partnership, joint venture, agency or any other relationship other than that of independent contractors to this Agreement.

D. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered or sent via nationally recognized overnight mail service, signature required, or Registered or Certified United States Mail, return receipt requested, postage prepaid:

If to Participating Agency:

If to LC:

E. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois.

F. If any portion of this Agreement shall for any reason be invalid or unenforceable, such portion shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portions shall remain valid and enforceable and in full force and effect.

G. This Agreement may be executed in any number of counterparts, each of which will be considered an original as against the Party whose signature appears thereon, but all of which taken together will constitute one and the same instrument.

H. This Agreement, including all attachments and exhibits hereto, sets forth the entire agreement between the Parties relative to the subject matter of this Agreement. Any representations, promises, or conditions, whether oral or written, not incorporated in this Agreement shall not be binding upon either Party.

IN WITNESS WHEREOF, the Parties have caused this ServicePoint® Data Services Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

PARTICIPATING AGENCY:

By: _____

Its: _____

LC:

Lake County

By: _____

Its: _____

EXHIBIT A
AUTHORIZATION
(See Attached)

Authorization to Share Information Using ServicePoint®

In order to provide faster and more definitive linkages to needed services, Lake County utilizes a computer system called "ServicePoint®." ServicePoint® is an information system that helps us improve service delivery and evaluate the effectiveness of services provided. The ServicePoint® system will be shared among Lake County agencies that have signed an agreement with Lake County and are participating in ServicePoint® (the "Participating Agencies").

TO WHOM INFORMATION WILL BE DISCLOSED TO AND RECEIVED FROM VIA SERVICEPOINT®:

- Employees and staff of this Participating Agency
- Participating Agencies in ServicePoint®. A listing of the Participating Agencies is available to you upon request. A more frequently updated listing can be found at www.lakecountyl.gov/1957/ServicePoint, which is subject to change. You may also obtain the most current listing by requesting a copy from this Participating Agency
- The ServicePoint® System Administrators at Lake County have access to information for the purpose of maintaining the database

SPECIFIC INFORMATION THAT WILL SHARED VIA SERVICEPOINT®:

By signing this document, you understand that the following information (the "Protected Health Information") may be used and disclosed by and among the Participating Agencies:

- Name
- Social Security number
- Demographics
- Contact information
- Emergency contact information
- Case manager contact information
- Employment and education information
- Residential and homeless history
- Income, employment and benefit information
- Health insurance and provider
- Information on service referrals
- ServicePoint agency engagement including intake and exit dates
- Basic identifying information on other household members

Your information may be shared by and among Participating Agencies to facilitate the services we provide you and to better serve you and your needs.

- You can revoke this authorization at any time by writing to the Participating Agency which provided you a service.
- You understand that your revocation is not effective to the extent Lake County and/or a Participating Agency has relied on this authorization to store, use or disclose your Protected Health Information.
- If you revoke this consent, no further Protected Health Information will be entered in or used and/or disclosed with Participating Agencies through ServicePoint®.
- We will not condition any services, treatment or any payment(s) on whether you sign this authorization.
- You agree to discuss any questions and/or concerns with the Participating Agency and that you will be provided a signed copy of this authorization.
- You understand that information disclosed pursuant to this authorization may be redisclosed and may no longer be protected by applicable state or federal law.

I have read and understand the above material and I hereby consent that Lake County and the Participating Agencies use, disclose, enter, transmit, and share the Protected Health Information for me or my child(ren)/ward(s)/dependent(s) identified below using ServicePoint® and, if I am between the ages of 13-17, to share Protected Health Information with my parent or guardian.

Client/Parent/Guardian (Signature) Date

Print Name

Address

City State Zip Code

Child/Dependent/Ward

Employee Signature Date

Print Name

Title/Agency

**This Authorization expires on _____,
20__.**

Child/Dependent age 13-17 (Signature)

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

(See Attached)

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 201__ (the "Effective Date"), by and between _____ ("Covered Entity") and Lake County ("Business Associate"), (collectively, the "Parties").

WHEREAS, Covered Entity is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA"), and the Privacy, Security, Breach, Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 (jointly "HIPAA Rules") promulgated thereunder;

WHEREAS, Business Associate is a "Business Associate" as that term is defined in the HIPAA Rules, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information ("PHI") of the Covered Entity;

WHEREAS, pursuant to the HIPAA Rules, the Business Associate must agree in writing to certain mandatory provisions and must comply with HIPAA and the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

1.2 All PHI that is created or received by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created, maintained, accessed, transmitted, used, disclosed, or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

ARTICLE II PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1. Business Associate may use, access, create, maintain, transmit, receive and disclose PHI as reasonably required or contemplated in connection with the performance of services provided to or on behalf of Covered Entity as specified in a separate agreement between the parties, excluding the use or further disclosure of such PHI in a manner that would violate the requirements of the HIPAA Privacy Rule, if done by the Covered Entity.

- 2.2 Business Associate may use and disclose such PHI for the proper management and administration or to carry out the legal responsibilities of Business Associate.
- 2.3 Business Associate agrees it will not use or further disclose PHI other than as permitted or required by this Agreement or as required by applicable law.
- 2.4 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for in this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.
- 2.6 Business Associate agrees to ensure that any subcontractors that create, receive, maintain, use, disclose, access or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Business Associate agrees to satisfy this requirement by implementing a written agreement with each subcontractor setting forth the terms and conditions required under this Agreement.
- 2.7 In the event Business Associate maintains a Designated Record Set, within ten (10) days of a Covered Entity's request for access to PHI in a Designated Record Set held by Business Associate, Business Associate agrees to provide reasonable access (including inspection and obtaining copies to such Covered Entity in order to meet the requirements of the HIPAA Privacy Rule.
- 2.8 In the event Business Associate maintains a Designated Record Set, it will, at the request of the Covered Entity, make available to Covered Entity within ten (10) days the PHI in a Designated Record Set held by Business Associate for amendment and immediately incorporate any amendments to such information in accordance with the HIPAA Privacy Rule.
- 2.9 To the extent feasible, Business Associate will maintain and, within ten (10) days following the request of Covered Entity, make available to Covered Entity the information possible to assist Covered Entity in providing an accounting of disclosures in accordance with the HIPAA Privacy Rule. Business Associate does not currently possess the technology at this time to provide Covered Entity with an accounting of disclosures.
- 2.10 In the event that Business Associate receives a request from an Individual or patient for Access, Amendment or Accounting purposes as described in Sections 2.7 – 2.9 above, Business Associate will immediately notify Covered Entity in writing of said request and provide reasonable assistance to Covered Entity in responding to said request in a timely fashion so as to permit Covered Entity to respond to the request within the time limits imposed under the HIPAA Rules and in any event, no later than ten (10) days following the request. Covered Entity will have sole and exclusive authority in overseeing the response to an Individual's or patient's request and

Business Associate will not provide any response to an Individual or patient without first notifying Covered Entity in writing and complying with the reasonable instructions from Covered Entity.

2.11. Business Associate will make its internal practices, books, and records relating to the use and disclosure of such PHI available to the Secretary of the U.S. Department of Health & Human Services (“HHS”) for purposes of determining the Covered Entity’s and Business Associate’s compliance with HIPAA and the HIPAA Rules. In the event that Business Associate receives a request from HHS or any other state or federal agency relating to PHI, Business Associate will provide immediate notice to Covered Entity and grants Covered Entity authority to direct the response to any such request to the extent it relates to PHI of Covered Entity.

2.12. Business Associate will, at termination of this Agreement, return or destroy all PHI that Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, extend the protections of this Agreement to PHI and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

ARTICLE III RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required under the HIPAA Security Rule.

3.2. Business Associate will immediately report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an Information System affecting such electronic PHI of which Business Associate becomes aware.

3.3. Business Associate will ensure that any agent, including a subcontractor, to whom it provides such electronic PHI enters into a written agreement with Business Associate and agrees to implement reasonable and appropriate safeguards to the same extent required by Business Associate under this Agreement.

3.4. Breach Notification.

3.4.1. Business Associate will report to Covered Entity in writing any acquisition, access, use or disclosure of PHI in violation of HIPAA which could be or is considered a Breach of Unsecured PHI within ten (10) days of discovery of the Breach.

3.4.2. Business Associate will fully cooperate with Covered Entity to investigate, mitigate, assess any risk, resolve, and notify any Individuals, media, and HHS as determined

necessary by Covered Entity. Covered Entity will have sole discretion in addressing and responding to any purported Breach.

3.5. To the extent Business Associate agrees to carry out one or more of Covered Entity's obligation(s) under the HIPAA Rules, Business Associate will comply with such requirements of the HIPAA Rules that apply to Covered Entity in the performance of such obligation(s).

3.6. Business Associate relies upon Covered Entity to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures and Business Associate will rely upon Covered Entity to use or disclose the minimum necessary PHI when carrying out its obligations to provide the Services.

3.7. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.8. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate or Covered Entity related to the use, access, disclosure, transmission, reception, creation, or maintenance of PHI by Business Associate.

ARTICLE IV RESPONSIBILITIES OF COVERED ENTITY

4.1. Covered Entity will notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity will notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under the HIPAA Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for use or disclosure of PHI for management and administration or to carry out legal responsibilities of Business Associate. Covered Entity acknowledges that Business Associate is relying upon Covered Entity to use or disclose only the minimum necessary information.

ARTICLE V TERM AND TERMINATION

5.1. Term. The Term of this Agreement shall become effective on the Effective Date and shall continue for so long as Business Associate creates, uses, discloses, maintains, transmits, or receives PHI on behalf of Covered Entity.

5.2. Termination. If either Party fails to perform any material obligation pursuant to this Agreement, and (i) cure of the failure to perform the material obligation is possible and the failure to cure continues for a period of ten (10) days after the breaching Party is notified in writing by the non-breaching Party of said failure to perform, or; (ii) cure is not possible, then the non-breaching Party may terminate the Agreement immediately by written notice of same to the breaching Party. Covered Entity, if the non-breaching Party, may also terminate any other agreement between the parties that involves the use or disclosure of PHI, in the event that Business Associate has failed to perform any material obligation pursuant to this Agreement. In addition, Covered Entity may terminate this Agreement without cause upon thirty (30) days written notice to Business Associate.

5.3. Obligations of Business Associate Upon Termination.

5.3.1. Upon termination of this Agreement for any reason, upon request of Covered Entity Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI created, maintained, used, disclosed, transmitted or received from Covered Entity that Business Associate still maintains in any form. Business Associate shall retain copies of the PHI to the extent necessary to address legal, regulatory, and risk management processes and requirements.

5.3.2. If the return or destruction of PHI by Business Associate is not feasible, Business Associate will then extend the protections of this Agreement to the PHI and to limit further use.

5.3.3. The obligations set forth hereunder shall apply to all subcontractors of Business Associate that create, maintain, exchange, or receive PHI from Business Associate and Business Associate will take all necessary action to ensure that each such subcontractor complies with these provisions upon termination.

5.3.4. The obligations of Business Associate and each of its applicable subcontractors under this Section shall survive the termination of this Agreement.

ARTICLE VI MISCELLANEOUS

6.1 Regulatory Reference. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. In the event of an inconsistency between the provisions of the HIPAA Rules and other applicable confidentiality laws, the provisions of the more restrictive rule will control.

6.3 Independent Entities. None of the provisions of this Agreement is intended to create, nor shall any be construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.

6.4 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

6.5 Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules or any more restrictive State law and any future regulations, statutes or other guidance concerning HIPAA that may affect this Agreement.

6.6 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.

6.7 Survival of Terms. The obligations of Business Associate under Articles II, III, V, and VI of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind Business Associate, its agents, employees, subcontractors, successors, and assigns as set forth herein.

6.8 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

COVERED ENTITY:

Lake County

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT C

USER POLICY, RESPONSIBILITY STATEMENT & CODE OF ETHICS

(See Attached)

User Policy, Responsibility Statement & Code of Ethics

For Lake County's ServicePoint®

User Policy

Partner Agencies shall share information for the purposes of coordinating services to individuals enrolled in ServicePoint®. Aggregate non-identifying data may also be used for reporting unduplicated counts to state, federal and other funding sources. Lake County seeks to establish a uniform, consistent, and accurate source of data for all member participants and stakeholders.

It is a Client's decision about which information, if any, entered into the ServicePoint® system shall be shared and with which Partner Agencies. The *Consent To Use ServicePoint®* must be signed if the Client agrees to share basic information with Partner Agencies. A separate *Release of Information* form must be signed if the Client agrees to share anything other than basic identifying information.

The ServicePoint® system is a tool to assist agencies in focusing services and locating alternative resources to help clients. Therefore, agency staff should use the Client information in the ServicePoint® system to target services to the Clients' needs.

To the greatest extent possible, data necessary for the development of aggregate reports of homeless services, including services needed, services provided, referrals and client goals and outcomes should be entered into the system in a timely and accurate manner.

Users Code of Ethics

- A. The ServicePoint User has primary responsibility for his/her Client(s).
- B. Each ServicePoint User should maintain high standards of professional conduct in the capacity as a ServicePoint User.
- C. ServicePoint Users must treat Partner Agencies with respect, fairness and good faith.
- D. ServicePoint Users have the responsibility to relate to the Clients of other Partner Agencies with full professional consideration.

Strong Password Protocols

Minimum length of eight characters which:

- Are not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, dates of birth, etc.
- Are free of consecutive identical characters or all-numeric or all-alphabetical groups
- Are free of word or number patterns
- Are not names or words in any dictionary including English, foreign languages, and technical dictionaries (legal, medical, etc.)
- Contains at least one uppercase letter, one lowercase letter, and 2 numbers

User Responsibility

Your User ID and Password give you access to the Lake County ServicePoint® system. **Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password.**

Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from the ServicePoint® system.

- My User ID and Password are for my use only and must not be shared with anyone.
- I must take all reasonable means to keep my password physically secure.
- I understand that the only individuals who can view information in the ServicePoint system are authorized users and the Clients to whom the information pertains.
- I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
- I am required to understand and obey all requirements indicated in the *Service Point® Business Agreement* and *Notice of Privacy Practices*.
- Each client must be informed of their privacy rights and sign the *Consent to Use ServicePoint®* before their information is entered in to the database.
- Client information will only be shared in a manner consistent with the signed consents and releases of information by the client.
- If I am logged Into ServicePoint® and must leave the work area where the computer is located, I **must log-off** of ServicePoint® before leaving the work area.
- A computer that has ServicePoint® open and running shall never be left unattended.
- Failure to log off ServicePoint® appropriately may result in a breach in client confidentiality and system security.
- Hard copies of ServicePoint® information must be kept in a secure file.
- When hard copies of ServicePoint® information are no longer needed, they must be properly destroyed to maintain confidentiality.
- If I notice or suspect a security breach, I must immediately notify the Agency Administrator for ServicePoint® or the Lake County System Administrator at 847-377-2331.

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

ServicePoint User – **Print Name & Sign**

Date

Agency Administrator – **Print Name & Sign**

Date

Note: Forms should be signed by the User & Agency Administrator, a copy kept on site and a copy delivered to the Lake County ServicePoint Administrator.

EXHIBIT D

FEE SCHEDULE

(See Attached)

ServicePoint® Fee Schedule

Policy Summary

In order to sustain the ServicePoint® project, some fees are passed on to agencies using the database.

Policy Purpose

To establish standardized fees for ServicePoint® participation in Lake County.

Fee Schedule for Programs with Mandatory Participation

All programs that are authorized under HUD's McKinney-Vento Act as amended by the HEARTH Act to provide homeless services will adhere the fee schedule below. This includes, but is not limited to, programs funded through the Continuum of Care, Supportive Services for Veterans Families (SSVF) and the Emergency Solutions Grant. The standard reporting license will be offered at no cost to all agencies with mandatory participation. Agencies are limited to one reporting license at no cost for every five HMIS ServicePoint users in their agency. Additional licenses can still be purchased using the fee schedule below.

License Type	Description	Annual Fee
Advanced Reporting Tool Licenses (ART)	Optional	\$91 per user
Advanced Reporting Tool (ART) Ad Hoc License	Optional and rare	\$171 per user

Fee Schedule for Programs with Voluntary Participation

While HUD does not require providers that do not receive HUD funds to participate in ServicePoint®, the Lake County Coalition for the Homeless works closely with non-funded agencies to articulate the benefits of the ServicePoint® and strongly encourages their participation in order to achieve a comprehensive and accurate understanding of homelessness and other social service needs in Lake County. These agencies can contact Lake County Community Development for license and implementation pricing.