



## *Agency Participation Agreement*

VESTA® is a *community database application* of The Partnership Center, Ltd. (PCL). With this participation agreement, «Agency\_name» (“Agency”), has agreed to use VESTA software as part of the community database effort.

VESTA is used in a variety of ways throughout the Greater Cincinnati Community. With the initialed lines below the Agency agrees that it is using VESTA under the following licenses and in accordance with the license holder’s policies and procedures for data collection and data sharing:

\_\_\_\_\_ As part of the Cincinnati/Hamilton County Continuum of Care for the Homeless’ Homeless Management Information System (HMIS). Strategies to End Homelessness (STEH) licenses VESTA for all organizations participating in HMIS. Data entered into any project required or requesting to use VESTA as part of HMIS is subject to the HMIS Policies and Procedures as established by the Cincinnati/Hamilton County Continuum of Care (CoC) via the VESTA Advisory Board which are subject to review and approval by the CoC lead agency, Strategies to End Homelessness and/or the Homeless Clearinghouse.

\_\_\_\_\_ As part of United Way of Greater Cincinnati’s Impact Measurement Initiative, United Way licenses VESTA for organizations funded to provide specific service or with funds administered by United Way. Projects using VESTA under this license are subject to the rules established by the VESTA Advisory Board subject to review and approval by United Way of Greater Cincinnati.

As part of PCL’s commitment to a common Community Database, agencies that have projects entering data in VESTA, either through the license held by either United Way or by STEH, may also elect to have any or all of the other projects of the Agency enter data into VESTA. Data entered into these projects are subject to the overall policies and procedures established by the VESTA Advisory Board.

The most current VESTA Policies and Procedures as required for HMIS and/or the United Way are posted on-line at [www.partnershipcenter.net](http://www.partnershipcenter.net).

### ***VESTA System***

VESTA is owned and operated by PCL. The Agency acknowledges that it has no rights to ownership of the VESTA software or code. The Agency and its employees are prohibited from, and have no right to sell, distribute, or transfer the original or any copy of the software, VESTA educational materials, or VESTA tools. Further, the Agency is not permitted to allow any unauthorized non-licensed third party access to, or use of the software, without receiving prior permission from PCL.

PCL will maintain the hardware and software required to support VESTA for community wide use, perform regular data backups of all data stored in VESTA, and comply with industry standards for data security. In general, the data and the software will be available for access 24 hours per day. VESTA may be unavailable for short periods once a month to conduct standard maintenance and/or system upgrades. PCL will make every effort to provide advance notice to users, if and when the system will be unavailable, and to make all upgrades in off peak hours. Users will be notified of system upgrades or changes.

VESTA and the local CoC implementation of VESTA are provided to the U.S. Department of Housing and Urban Development under contract by PCL as the National HMIS Data Lab. As the National HMIS Data Lab, VESTA is maintained to the highest possible standards and many of the national HMIS standards and programming methods are developed through VESTA. High quality reporting and leading methods of data collection and analysis are available through VESTA to the community free of charge as part of this arrangement. As the Data Lab, aggregate information from all projects using VESTA as part of the HMIS implementation are used by HUD and the HMIS Federal Partners for research and policy work. No personal

identifying information on clients is ever provided through the National HMIS Data Lab to any federal partner, program, or person.

### **Data**

All data entered into VESTA is owned by the Agency entering the data. Individual client-level data about all persons served by the Agency may be entered into VESTA. The Agency may view, enter, and edit all information on their clients within VESTA. They may enter an unlimited number of clients and service records into VESTA. Data entry must adhere to data quality, completeness, timeliness, and other policies outlined in the VESTA Policies and Procedures.

The Agency is responsible for supervision of VESTA Users and assuring that security, confidentiality, and data integrity are maintained. The Agency will report any breaches of confidentiality, consent, and actual or suspected misuse of data, or the VESTA software system to PCL immediately. PCL may terminate an individual's User access rights upon violation of confidentiality provisions. If PCL discovers the security breach, the User's account will immediately be suspended and the supervisor and/or agency director will be notified. If the breach involves multiple staff persons, the entire Agency's access may be suspended. Termination of an individual User will not necessarily affect the Agency's overall participation in the system.

As a community database, VESTA enables different agencies to record information about clients and services within a single common software system and to create partnership/data-sharing agreements with other agencies as the Agency determines appropriate. The Agency understands that it is a participant in a community database, and basic demographic information for any client, who has signed a consent form, is shared in common with other VESTA users who are also serving the same client, once the client has entered their project. Project-specific data will not be shared with another agency without the express written consent of this Agency in the form of a signed Partnership Agreement. A VESTA consent form covers the electronic sharing of data through VESTA. The VESTA consent is not a substitute for other Release of Information forms an agency may need or require for workers to share client level information between agencies. It is strongly encouraged that agencies also have a specific policy regarding the storage and electronic sharing of confidential client documents, as these documents can be uploaded, viewed, and downloaded through VESTA.

Client-level identifying information, commonly known as personal identifying information (PII) will not be released by PCL for any reasons other than those required by law. Examples of legally required release may include public health emergency, terrorism/homeland security emergencies, and/or a subpoena by law enforcement officials. PCL may release aggregate data for the purpose of community-wide reporting. PCL will not release any project-specific without the consent of the Agency except as required by law.

### **Projects and Fields**

A standard set of fields is required to be collected on each type of project using VESTA under either the HMIS and/or United Way licenses that enable data collection and reporting based on standards established by funders (United Way, City of Cincinnati – Human Services, Emergency Food & Assistance Program, U.S. Department of Housing and Urban Development, U.S. Department of Health and Human Services, U.S. Department of Veteran Affairs). PCL ensures that all required fields are enabled for each project as funding sources dictate and as Agencies indicate to PCL what funding they are using for projects. PCL will update fields as HMIS Data Standards or United Way specifications change.

Within the framework of VESTA, there is ample room to customize data collection by adding custom forms and fields as required by the Agency or individual projects within the Agency. The Agency may choose to have additional data collection fields created as their project reporting requirements change. The Agency may also authorize multiple projects within the Agency to be set up on VESTA. Project design and set-up work will be provided by PCL under a separate agreement.

### **Data and Reporting**

The Agency may view, enter, and edit all information on their clients within VESTA. They may enter an unlimited number of clients and service records into VESTA.

PCL ensures that all HMIS and United Way reports are written to the standards and methods set by the funders.

The Agency may run an unlimited number of reports in VESTA and export data for other reporting needs. The Agency may choose to utilize standard reports built into VESTA or to have specialized/custom reports designed for their project(s). Reports may be built based on required data fields and/or custom fields that the Agency has specified. Consultation for custom reporting in VESTA is available from PCL.

### ***VESTA Users***

A VESTA User is a paid staff person or student intern at an HMIS Agency, or paid or volunteer staff of a United Way licensed Agency, designated by the Executive Director of the Agency to have access to VESTA. The Agency is responsible for identifying users and determining user access levels for VESTA. The Agency maintains full responsibility and liability for their staff and the action of their staff in regard to their use of VESTA. PCL will immediately revoke access privileges or levels for staff pursuant to any request from the Agency. It is the Agencies responsibility to notify PCL when a user leaves employment at the organization or the organization has other reason to terminate an employee's access or access level to VESTA. PCL strongly encourages agencies to educate HR staff regarding employee access to VESTA and to include reviewing and revoking VESTA access, as needed, as part of the agency's exit/termination policies and procedures. All VESTA Users are required to sign a User agreement at least once per year which outlines their responsibility for the privacy and security of the system and the information contained therein. User agreements expire annually and require renewal. Users will be deactivated if they do not have an active user agreement on file at PCL or are dormant per the VESTA policy.

Each VESTA User has a unique username, password, and PIN (Personal Identification Number) that governs the security level for that VESTA User. VESTA Users may not share their account, username, password, or PIN with any other person. Any person found sharing any of these security items with any other person will be immediately terminated as a VESTA User and will not be eligible for reinstatement.

Prior to receiving their username and password all VESTA Users are required to be trained by PCL. PCL will provide either group or one-on-one training depending on the number of Users the agency has becoming operational at one time. Training is included in the license and annual fee the organization pays to participate in VESTA and therefore is provided free of charge. If PCL schedules one-on-one training on-site at the Agency location and the trainee fails to attend, and does not call, or have their Agency call to cancel the training, a \$25.00 fee will be assessed to the Agency for each scheduled User failing to be present.

### ***System Hardware, Software, and Connectivity***

Agencies are responsible for purchasing and maintaining computer hardware, operating software, networking, and internet access systems that enable VESTA operation. All computers that access VESTA must have up-to-date anti-virus software installed and running on the system at all times it is in operation. Because of the confidential nature of data stored within VESTA and its use as a community database application, PCL, in accordance with the policies of the VESTA Advisory Committee, requires that the system must be accessed from a private or semi-private location.

Volunteers, students, and staff levels are identified by the Agency. Volunteers and students using VESTA will only be allowed to access VESTA on a secure computer at the Agency's location which has a digital certificate installed on the computer. If the Agency has volunteers, students, or other staff that require such security levels, it is the responsibility of the Agency, and Agency's Information Technology staff, to allow and support administrative access by the PCL user support team to the individual computer that will need the certification placed on it.

VESTA has a variety of tools that may be used by the Agency, based on specific needs. These include: VESTACard (a scan card system); VESTADocup (a document storage system built into VESTA); VESTAe-sign (an e-signature system enabling electronic consent and other document signing); VESTAClient (a secure way for clients to access their records in VESTA to facilitate messaging, chores, etc.); a Bed Finder (facilitating placement in the organizations beds through the Central Access Point); Red Folder module (a method to link client records stored on the agency's server to the client's record on VESTA), and a Back Office system (enabling financial payments to be made for client level activities). Each of these features is available to the Agency based on need. PCL will provide the functionality within VESTA to make these features operational, and depending on the nature of use and funding, may also be able to provide initial hardware. Initial setup may require the

support from Agency's Information Technology associates. The on-going operation, support, maintenance, and replacement of all hardware associated with any of these features is the responsibility of the Agency.

### **Eligibility and Termination**

This agreement will automatically renew annually unless PCL or the Agency elect to terminate the agreement. PCL will renew all agreements in accordance with the HMIS and United Way licenses unless the Agency has been found in serious breach of security issue(s) and/or the licensing agency no longer includes the Agency or their project under its umbrella.

The Agency may terminate their participation in VESTA at any time. Upon request, PCL will provide the Agency one copy of all data entered by the Agency into VESTA, up to the date of termination, in the form of a Microsoft Access database or .CSV file, whichever is the most reasonable considering data volume and complexity. The original data already in the system will remain in the system; will continue to be used in aggregate reporting and for client searches (based on consent and limited to basic client information); and cannot be removed. Fees paid will not be refunded. The Agency understands that if they are operating a project under the HMIS and/or United Way licenses, and elect to terminate, participation projects which require participation for funding may be jeopardized by their termination.

PCL maintains the right to temporarily shut off access to any Agency, project, or individual who has breached any confidentiality provisions of this Agreement or of the Policies and Procedures associated with their User Agreement and/or License. PCL will seek advice and ruling of the VESTA Advisory Board regarding the appropriate sanctions and processes for continued use or disconnection, including but not limited to termination of participation.

### **Fees**

Annual licensing fees for VESTA are provided by Strategies to End Homelessness, under a grant from the U.S. Department of Housing and Urban Development specifically for HMIS, and from United Way of Greater Cincinnati for projects required to use VESTA as part of the funding agreement with United Way (including other funds administered by United Way, such as City of Cincinnati Human Services funding). The licensing fee provides the Agency with:

- a. VESTA Software, fully compliant with all HMIS Data and Technical standards and United Way requirements.
- b. Software updates - no less than three times per year.
- c. Report functionality for Funder Reports including: HMIS Reports for HUD, HHS, and VA programs; United Way Reports for EA, Emergency Food and Shelter Board, City of Cincinnati General Fund, and Basic Demographic.
- d. Report functionality for Universal reports including: Active Client List, Bed night list, Export via Access, and CSV.
- e. VESTA Advisory Board oversight of Emergency Assistance and HMIS implementation.

A contract with PCL, by Strategies to End Homelessness, funded under a grant from the U.S. Department of Housing and Urban Development, and matched with Agency fees and other community resources, enables Lead Agency and User Support services. These include:

- a. HELP Desk - User Support via telephone and email, Monday - Friday 9-5.
- b. New user training for all HMIS and United Way projects
- c. Free classroom training on basic and advanced database use skills.
- d. Troubleshooting and basic research into database support for project specific needs.
- e. Annual monitoring of all HMIS and EA projects. Under the HMIS contract, PCL's role in HMIS may be broader than the role PCL plays in the Agency's non-HMIS projects. PCL is under contract with Strategies to End Homelessness, Inc. as the HMIS system administrator. As such, PCL will perform data quality assurance and security checks; utilize the data for system administration; provide technical support, auditing, and research; and maintain system compliance with legal and regulatory requirements for HMIS systems.

There are some fees associated with VESTA that are the agencies responsibility. All Agency fee schedules are posted on the PCL website at: [www.partnershipcenter.net](http://www.partnershipcenter.net). PCL provides the VESTA Advisory Board its fee schedule annually for review and comment.

- a. Each project of the Agency using VESTA is charged a fixed annual per-project fee. If PCL determines that splitting a project into separate projects for data entry/data maintenance purposes (e.g. quick services) it will waive the fee for the additional project. PCL does not charge a fee for the Agency's Front End Project.

- b. A one-time set up fee is charged for all new standard projects beginning to use VESTA. Standard projects are those that use the basic HMIS and/or United Way required fields, other standard VESTA forms, standard reporting, and require very minor customization.
- c. Customization of an existing project (adding forms, fields, or functionality), extensive design and/or development work for a new project, or reconfiguration of an entire Agency in VESTA are available and will be individually quoted by PCL based on the Agencies needs and scope of services required.
- d. Custom report design and/or development will be charged to the Agency based on the actual amount of time spent to develop and code the report. If a custom report required by an agency was developed for another agency, it will be provided to the Agency free of charge as a benefit to sharing in a community software system.
- e. Agencies may elect to have additional training on VESTA or training customized to its specific needs. PCL will work with the Agency to establish a fee, if necessary, prior to training.

An Agency who does not pay their VESTA Fees within three months of billing, and who have not contacted the PCL Chief Operating Officer to make other financial arrangements, will be terminated from VESTA and the appropriate licensing organization will be advised.

*Signatures*

The above named Agency agrees to all terms associated with this Agreement.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

*Meradith Alspaugh*  
\_\_\_\_\_  
*Printed name*

*COO, The Partnership Center, Ltd.*  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*