

# Agency Partnership Agreement

This agreement is entered into on the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_ between Arizona Department of Housing, hereafter known as “ADOH,” and \_\_\_\_\_ (agency name), hereafter known as “Participating Agency,” regarding access and use of the Arizona Balance of State Continuum of Care Homeless Management Information System, hereafter known as the “Arizona BOSCOG HMIS.”

## I. Introduction

The Arizona BOSCOG HMIS, a shared homeless database, allows authorized personnel at Participating Agencies throughout the geographic area of the thirteen less populated Arizona counties (excluding Maricopa and Pima Counties) to input, use, and receive information concerning their own clients and to share information, subject to agreements, on common clients.

Arizona BOSCOG HMIS goals include:

- a) Improved coordinated care for and services to people experiencing homelessness in Arizona
- b) Automated processes to replace manual processes (when practical)
- c) Meeting reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports
- d) Minimally impacting automated systems of current participating agencies
- e) Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.)
- f) Delivering timely, credible, quality data to the community
- g) Expansion to include new participating agencies
- h) HMIS participation by all homeless providers in the Arizona BOSCOG geographic area
- i) A user-friendly system for participating agencies and clients

The ADOH administers the Arizona BOSCOG HMIS, contracts for an agency to house the HMIS database central server and limits Participating Agency access to the HMIS database. Utilizing a variety of methods<sup>1</sup>, ADOH intends to protect, to the utmost of its ability, the Arizona BOSCOG HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction.

Designed to benefit multiple stakeholders<sup>2</sup>, the Arizona BOSCOG HMIS, when used correctly and faithfully, will improve knowledge about the services and service needs

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<sup>1</sup> See Bowman Service Point manual for further information

<sup>2</sup> Participating agencies, people experiencing homelessness, HUD, the Arizona BOSCOG Regional Steering Committee and the Continuum members, fund providers, and the community

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

of people experiencing homelessness and may result in a more effective and efficient service delivery system.

**II. Confidentiality**

A. The Participating Agency will uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with written consent by the client<sup>3</sup>, or the client's guardian<sup>4</sup>, unless otherwise provided for in regulations or laws.

1. The Participating Agency will abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Participating Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Participating Agency will abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services. In general, the regulations provide consumers with rights to control the release of medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health information; to obtain an explanation of privacy rights and to be informed about how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

3. The Participating Agency will abide by Arizona State Laws and Federal Laws related to confidentiality and security of medical, mental health and substance abuse information as found in Arizona Revised Statutes Title 12, Arizona Revised Statutes Title 36, 42 CFR Part 2 and other relevant statutes, rules and regulations.

4. The Participating Agency will provide a verbal explanation of the Arizona BOSCO HMIS and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the consent form(s).

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<sup>3</sup> Anyone who receives services from an agency

<sup>4</sup> Anyone legally in charge of the affairs of a minor or of a person deemed incompetent, according to the laws of the State of Arizona. All references to "client" in this Agreement also apply to "client's guardian."

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

5. The Participating Agency will not solicit or input information from clients into the Arizona BOSCOG HMIS unless specific information proves essential to provide services, to develop reports and provide data, and/or to conduct evaluations and research. Evaluation and research will only use de-identified client data except in the case when the Participating Agency evaluates and researches its own clients. In all cases, the Participating Agency shall maintain compliance with all state and federal laws regarding research, evaluation and confidentiality of individual client identities.

6. If a Human Subjects Review Committee or similar committee exists within the Participating Agency, then the Participating Agency, wishing to conduct evaluation or research, must submit its request and be approved by that committee prior to conducting the evaluation or research.

7. The Participating Agency will not divulge any confidential information received from the Arizona BOSCOG HMIS to any organization or individual without proper written consent by the client (or guardian where appropriate) unless otherwise permitted by relevant regulations or laws.

8. The Participating Agency will ensure that every person issued a User Identification and Password to the Arizona BOSCOG HMIS will comply with the following:

- a. Read and abide by this Partnership Agreement
- b. Obtain, read and abide by the Arizona Department of Housing HMIS Policies and Procedures manual<sup>5</sup>
- c. Read and sign a HMIS Code of Ethics form<sup>6</sup> stating an understanding of, and agreement to comply with, Arizona BOSCOG HMIS confidentiality practices
- d. Create a unique User I.D. and password; and will not share or reveal that information to anyone by written or verbal means

9. The Participating Agency understands that individuals granted Agency Administrator access within each agency must become a Designated Arizona BOSCOG HMIS Agency Administrator through specific training provided by the System Administrator.

10. The Participating Agency understands that all client information will be encrypted<sup>7</sup> on a file server physically located in a locked office with

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<sup>5</sup> The HMIS Policies and Procedures Manual is available on the ADOH website [www.azhousing.gov](http://www.azhousing.gov) .

<sup>6</sup> See Code of Ethics form

<sup>7</sup> See Bowman Service Point Manual for encryption specifications

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

controlled access, at the offices of Bowman Internet Systems, LLC located at 333 Texas Street, Suite 300, Shreveport, Louisiana 71101.

B. The Participating Agency agrees to document, via a signed Arizona BOSCOCC HMIS Client Acknowledgement form, a client's (or guardian's when appropriate) understanding and consent to enter client information into a central database and the reasons for this entry. Furthermore,

1. An individual client (or guardian) must give informed client consent by understanding and signing the Client Acknowledgement Form prior to the Participating Agency sharing any client information with another agency.
2. The completed Client Acknowledgement form provides:
  - a. Informed client consent regarding basic identifying client data to be entered into a shared database
  - b. Release of non-confidential service transaction information to be shared for report purposes.
  - c. Client release to authorize the sharing of client identifying information among designated Arizona BOSCOCC HMIS Participating Agencies.
3. If a client denies authorization to share basic identifying information and non-confidential service data via the Arizona BOSCOCC HMIS, the Client Profile section within ServicePoint will be "locked" so that other Participating Agencies will not see the client's data.
4. The Participating Agency will name the Arizona BOSCOCC HMIS in any existing Participating Agency Release of Information form(s). If the Participating Agency intends to share confidential client data within the Arizona BOSCOCC HMIS, the Participating Agency will communicate to the client what information, beyond basic identifying data and non-confidential services, will be shared. The Participating Agency will communicate to the client that while the Participating Agency can restrict information to be shared with select agencies, other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the Arizona BOSCOCC HMIS Partnership Agreement. Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing sharing of client records.
5. Each Participating Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

confidentiality. The ADOH<sup>8</sup> will ensure and conduct periodic monitoring and reviews with Participating Agencies to enforce informed consent standards, including:

- a. Appropriate documentation indicating client awareness and consent of data being entered into central database
- b. Consent to release certain information.

6. The Participating Agency agrees to place all Client Acknowledgement forms related to the Arizona BOSCOG HMIS in a the client's file to be located at the Participating Agency's business address and that such files be made available to the ADOH for periodic audits. The Participating Agency will retain these Arizona BOSCOG HMIS related Client Authorization for Release and Exchange of Basic Information forms for a period of five years upon expiration, after which time the forms will be discarded in a manner ensuring un-compromised client confidentiality.

7. The Participating Agency understands that in order to update, edit, or print a client's record, the Participating Agency must have on file current client authorization as evidenced by a completed standard Arizona BOSCOG HMIS Client Acknowledgement form pertaining to basic identifying data.

The Participating Agency agrees to enter the minimum data required in the Arizona BOSCOG HMIS; however, this does NOT mean that a Participating Agency is required to share client identifiable information. A client's information may be restricted to overall access when the client refuses to allow his/her name, social security number or other personally identifiable information to be shared in the database.

C. The Participating Agency and ADOH understand that the Arizona BOSCOG HMIS and the ADOH are custodians of data, and not owners of data.

1. In the event the Arizona BOSCOG HMIS ceases to exist, the ADOH will notify Participating Agencies and provide a six month time period for the Participating Agencies to access and save agency specific client data, statistical data and frequency data from the entire system. Then, the centralized server database will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.

2. In the event the ADOH ceases to operate the Arizona BOSCOG HMIS, another organization will administer and take custodianship of the data. The ADOH or its successor Agency will inform, in a timely manner, all Participating Agencies.

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<sup>8</sup> The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of Participating Agency compliance.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

3. If the Participating Agency ceases to exist, it shall notify and work with the ADOH to determine the appropriate disposition of Participating Agency's data, including the transfer of the data to a successor agency.

4. If the Participating Agency chooses to withdraw from the Arizona BOSCOG HMIS, the Participating Agency shall notify the ADOH of intended withdrawal date. The ADOH shall allow sixty days for the Participating Agency to access and save agency specific client data, statistical data and frequency data from the entire system. The Participating Agency is financially responsible for extracting its data.

5. In the event Bowman Systems ceases to exist, the ADOH will notify Participating Agencies in a timely manner of the expected result of this event.

**III. Data Entry and/or Regular Use**

A. User Identification and Passwords are not permitted to be shared among users.

B. If a Participating Agency has access to a client's basic identifying information, non-confidential service transactions and confidential information and service records, it will be generally understood that a client gave consent for such access. However, before a Participating Agency can update, edit, or print such information, it must have informed client consent, evidenced by a current standard Arizona BOSCOG HMIS Client Acknowledgement form in writing.

C. If a client has previously given permission to multiple agencies for them to have access to her/his information, beyond basic identifying information and non-confidential service transactions, and then chooses to eliminate one or more of these agencies, the Participating Agency where the request is made will then notify the System Administrator to "lock" the record to restrict access to the other agency or agencies.

D. In the event that a client would like to rescind consent to participate in the Arizona BOSCOG HMIS completely, the Participating Agency at which her/his desire is expressed, will work with the client to complete a brief request, which will be sent to the System Administrator to inactivate the client. Information about a client whose record has been "locked" will remain in the central database for a period of time as required by law will remain accessible by the Participating Agency which provided services to the client for reporting purposes. This record will, however, be restricted for use or viewing by other agencies.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

- E. Participating Agency will not enter any fictitious or misleading client data on an individual or family in the Arizona BOSCOG HMIS.
- F. The Participating Agency will not misrepresent the number of clients served or the type of services / beds provided in the Arizona BOSCOG HMIS by entering known, inaccurate information (i.e. Participating Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).
- G. The Participating Agency will enter information into the Arizona BOSCOG HMIS according to agency and HMIS adopted standards and will strive for real-time, or close to real-time, data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the Arizona BOSCOG HMIS within one business day. This assumes that the Participating Agency has sufficient computers available for all staff performing data entry into the Arizona BOSCOG HMIS.
- H. The Participating Agency understands that with a current standard Arizona BOSCOG HMIS Acknowledgement form on file, it can update, edit, and print a client's basic identifying information.
- I. The Participating Agency understands that a modified an Release Information form, with the added Arizona BOSCOG HMIS Clause, permits it to share confidential client information with select agencies.
- J. The Participating Agency understands that only the individual who created the assessment screens, or an authorized person<sup>9</sup> by originating agency, can edit assessment screens. The Participating Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.
- K. Discriminatory comments by an employee, volunteer, or other person acting on behalf of the Participating Agency based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the Arizona BOSCOG HMIS. Offensive language and profanity are not permitted in the Arizona BOSCOG HMIS. This does not apply to the input of direct quotes by a client **IF** the Participating Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.
- L. The Participating Agency will utilize the Arizona BOSCOG HMIS for business purposes only.

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<sup>9</sup> Individual is employed or authorized to change information by originating agency

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

- M. The Participating Agency understands the System Administrator will provide initial training and periodic updates to that training to assigned Participating Agency staff about the use of the Arizona BOSCOG HMIS.
- N. The Participating Agency understands the System Administrator will provide a help desk with technical-support according to the following:

**Help Desk will be provided between 9:00 a.m. to 5:00 p.m. Arizona Time. Support telephone numbers and email addresses will be provided to Participating Agencies upon signing this Agreement. Contact with the Help Desk will not incur any long distance charges.**

In the event of non-response by the Help Desk the Participating Agency should notify the ADOH.

**Severity Code Response Times**

Severity	Description	System Administrator (SA) Response
1	Major system or component is inoperative which is critical to Arizona BOS HMIS' business	Contact Bowman Internet Systems, LLC within 15 minutes and notify ADOH of action plan and resolution within 1 hour
2	Arizona BOS HMIS is impacted by service delay but is still able to maintain business function	During SA normal business hours, SA will initiate problem resolution within 4 hours and notify ADOH of action plan and resolution within 6 hours
3	The problem has a reasonable circumvention and the Arizona BOS HMIS can continue with little loss of efficiency	During SA normal business hours, initiate problem resolution within 8 hours and notify ADOH of action plan within 12 hours
4	The call requires minor action or is for informational purposes only	Response time within 24 hours

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

- O. The Participating Agency will keep updated virus protection software on agency computers that access the Arizona BOSCOG HMIS.<sup>10</sup>
- P. Transmission of material in violation of any United States federal or state law or regulation is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- Q. The Participating Agency will not use the Arizona BOSCOG HMIS with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.
- R. The Participating Agency recognizes the Arizona BOSCOG HMIS Committee will serve as a discussion center regarding the Arizona BOSCOG HMIS, including Arizona BOSCOG HMIS process updates, policy and procedures, data analysis, and software/hardware upgrades. The Participating Agency will designate a Participating Agency staff member to attend HMIS Committee meetings regularly, and understands that the ADOH will continue to be responsible for coordinating the HMIS activities.
- S. The Participating Agency acknowledges that other agencies will periodically have access to de-identified data on the central database. To ensure the information generated by or through the Arizona BOSCOG HMIS presents an accurate picture of homelessness and services to people experiencing homelessness in the Arizona Balance of State region, the Participating Agency will enter data in a timely and accurate manner.
- T. Each Participating Agency assumes responsibility for (its) staff and users' compliance in regards to requirements for data entry and use of the Arizona BOSCOG HMIS. To assess the quality of data and reports generated by the system, the ADOH<sup>11</sup> will conduct periodic monitoring and reviews on data. These include, and are not limited to, the following:
  - 1. Quality of data entered by Participating Agencies
    - a. Inappropriate and/or duplicate records
    - b. Untimely and/or inaccurate information
    - c. Missing required data elements
  - 3. Report functionality

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<sup>10</sup> Participating Agency assumes financial responsibility for virus protection software.

<sup>11</sup> The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Participating Agency.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

- U. Participating Agencies must notify ADOH within 24 hours of any changes to User ID including, but not limited to, new personnel, and released or terminated personnel.
- IV. Reports
- A. The Participating Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
  - B. The Participating Agency understands that it may have access to personally identifiable client information even if the Participating Agency has not served the client or obtained a client's Release of Information form. The Participating Agency agrees to **not report or release** any identifiable client information on clients that the Participating Agency has not served or obtained a signed Client Release of Information form.
  - C. The Participating Agency understands that before non-identifying system-wide aggregate information collected by the Arizona BOSCOG HMIS is disseminated to non- Arizona BOSCOG HMIS Member Agencies, including funders, the HMIS Committee and/or the ADOH shall endorse it<sup>12</sup>.
- V. Proprietary Rights and Database Integrity
- A. The Participating Agency will not give or share assigned user identification and passwords to access the Arizona BOSCOG HMIS with any other organization, governmental entity, business, or individual.
  - B. The Participating Agency will not cause in any manner, or way, corruption of the Arizona BOSCOG HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by the ADOH or any computer system or network related to the Arizona BOSCOG HMIS will result in immediate suspension of services and the ADOH will pursue all appropriate legal action.
- VI. Hold Harmless
- A. The ADOH makes no warranties, expressed or implied. The Participating Agency, at all times, will indemnify and hold the ADOH harmless from any damages, liabilities, claims, and expenses that may be claimed against ADOH or the Participating Agency, or for injuries or damages to ADOH or the Participating Agency or another party arising from participation in the Arizona BOSCOG HMIS, or arising from any acts, omissions, neglect or fault of the Participating Agency or its agents, employees, licensees, or clients, or arising from the Participating Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of

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<sup>12</sup> The Arizona BOSCOG HMIS Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring certain methods of data analysis be utilized.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

its business. This Participating Agency will also hold the ADOH harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Participating Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The ADOH shall not be liable to the Participating Agency for damages, losses, or injuries to the Participating Agency or another party unless such is the result of negligence or willful misconduct of the ADOH or its agents, employees, licensees or clients.

- B. The Participating Agency makes no warranties, expressed or implied. The ADOH, at all times, will indemnify and hold the Participating Agency harmless from any damages, liabilities, claims, and expenses that may be claimed against the ADOH or Participating Agency, or for injuries or damages to the ADOH, the Participating Agency, or another party arising from participation in the Arizona BOSCO HMIS, or arising from any acts, omissions, neglect, or fault of the ADOH or its agents, employees, licensees, or clients, or arising from the ADOH's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus ADOH will also hold the Participating Agency harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the ADOH or a Participating Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Participating Agency shall not be liable to the ADOH for damages, losses, or injuries to the ADOH or another party unless such is the result of negligence or willful misconduct of the Participating Agency or its agents, employees, licensees or clients.
  - C. The Participating Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000). Said insurance policy shall include coverage for theft or damage of the Participating Agency's Arizona BOSCO HMIS-related hardware and software, as well as coverage of Participating Agency's indemnification obligations under this Agreement.
- VII. ADOH Responsibilities
- A. ADOH agrees to enter into a contract and maintain the services of the ServicePoint software according to the terms and conditions of the contract with the Software Provider.
  - B. ADOH agrees to maintain a System Administrator who will provide training, implementation, help desk and support to the Participating Agencies.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

**VIII. Dispute Resolution and Appeals**

- A. If the Participating Agency disagrees with any element of this Agreement it shall make every effort to address and resolve those issues with ADOH.
- B. If the ADOH and the Participating Agency are unable to reach a solution, either party may raise the issue to the HMIS Committee for a solution.
- C. The HMIS Committee may recommend a solution or may request that the parties raise the issue to the HMIS Advisory Board.
- D. The HMIS Advisory Board will make every effort to resolve the issue; however, if the issue cannot be adequately resolved at this level, the HMIS Advisory Board shall recommend a process to reach resolution.

**IX. Terms and Conditions**

- A. The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. The exception to this term is if allegations, or actual incidences, arise regarding possible, or actual, breaches of this agreement. Should such situation arise, the ADOH may immediately suspend access to the Arizona BOSCOG HMIS until the allegations are resolved in order to protect the integrity of the system.
  - 1. When the ADOH becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Participating Agency prior to taking action.
  - 2. If ADOH believes that the breach by a Participating Agency is such that it may damage the integrity of the central database and the information in the central database for the Participating Agency or any other Agency, it may take immediate steps to suspend the Participating Agency's access to the Arizona BOSCOG HMIS prior to addressing the concerns with the Executive Director of the Participating Agency. The ADOH will then address the concern with the Executive Director of the Participating Agency to resolve the issue.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

3. If the concern is not resolved satisfactorily between the ADOH and the Executive Director of the Participating Agency, the ADOH shall consult with the HMIS Committee prior to taking further action.
  4. Action with a Participating Agency may include the provision of training and technical assistance, fines, suspension of access to the central database or other appropriate measures to ensure that the data integrity is maintained.
- D. If a Participating Agency believes that action taken is not appropriate, or it cannot meet the conditions of the decision, it may appeal the action to the HMIS Advisory Board. If the HMIS Advisory Board and the Participating Agency cannot reach agreement, a representative of the HMIS Advisory Board, the ADOH and Participating Agency shall address the issue before the Continuum of Care Governance Committee. Decisions by the Arizona BOSCOC HMIS Committee are final; however, every attempt will be made by all parties to reach a reasonable accommodation for the Participating Agency.
- E. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the Arizona BOSCOC HMIS constitutes acceptance of these Terms and Conditions.

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Executive Director (Participating Agency) Signature

\_\_\_\_\_  
Date (d/m/y)

\_\_\_\_\_  
Printed Name of Executive Director

\_\_\_\_\_  
Participating Agency Name

\_\_\_\_\_  
Participating Agency Address

\_\_\_\_\_  
Karia Lee Basta, Special Needs Administrator  
Arizona Department of Housing  
1110 W Washington, Suite 310  
Phoenix, Arizona 85007

\_\_\_\_\_  
Date (d/m/y)