# Cincinnati/Hamilton County CoC HMIS Agency Participation Agreement

# Fee Structure Agreement Appendix

Recorded as of 2022

#### Preamble:

This HMIS Fee Structure Agreement, as appendix to the Cincinnati/Hamilton County CoC HMIC Agency Participation Agreement (APA), is entered into between Strategies to End Homelessness (STEH) as the CoC HMIS Lead Agency, referred to herein as "STEH" or the "HMIS Lead" and the below-signed HMIS Partner Agency. A "Partner Agency" is defined by the APA as any agency who contributes data to the HMIS.

#### A. TERM

- 1. In general, the contract term of a given HMIS Fee Structure Agreement will be one calendar year, from January 1<sup>st</sup> through December 31<sup>st</sup> of a given year.
- 2. A given calendar year's Fee Structure will remain in place and effective between the parties, from calendar year to calendar year, unless or until the Community, through the Homeless Clearinghouse, votes to approve a new Fee Structure via the procedure outlined in the Agency Participation Agreement. So long as the terms of an existing Fee Structure remain in place and unchanged by the Homeless Clearinghouse, no new Fee Structure Appendix will be drafted nor would new signatures be required by STEH and the participating Partner Agency.

## B. PRICING

- As of the calendar year 2022, fees are to be assessed at \$400 per participating individual HMIS project. This is consistent with the HMIS fee structure which has been in place since 2018.
  - i. Agencies already operating under a signed APA with the existing Fee Structure will not need to sign this new Fee Structure Agreement appendix.
  - ii. Any Agency newly entering into an HMIS Agency Participation Agreement will be required to sign both the APA as well as the Fee Structure Appendix in place at the time of onboarding to HMIS.
  - iii. Should the Fee Structure be changed for a given calendar year in the future, STEH and Participating Agencies will be required to sign the corresponding new Fee Structure Appendix.
- Costs associated with HMIS customization will be assessed based on the requirements
  of the customization. Customization which does not require custom development or
  programming by the HMIS Software Vendor (custom data collection fields on profile,
  enrollment or exit screen and custom assessments) are included in the participation
  fees to the extent STEH HMIS staff can configure these fields in the HMIS.

3. Customization which requires custom development or programming from the HMIS software vendor must first be agreed to by the software vendor. Be aware that it is unlikely that the vendor will agree to such customizations if only requested by one or a small group of agencies. If the vendor were to agree to program and/or implement such customizations, any associated customization costs charged by the vendor would be billed to the Partner Agency or Agencies requesting them.

### C. BILLING

- 1. Fees are to be invoiced by STEH annually and to be paid by the Partner Agency within 30 days of the date of the invoice.
- 2. Should the Fee Structure change in a given calendar year in the future, STEH will send the Fee Structure Appendix along with the annual billing invoice.
- 3. The signed Appendix will be required to be returned to STEH by the Partner Agency within 30 days of the date of the invoice.

#### D. PAYMENTS

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- 1) All payments must be issued on a company check or through on an approved online bill payment system and made payable to Strategies to End Homelessness.
- 2) The Partner Agency is allowed a thirty (30) day grace period to pay any agency or project fee.
- 3) Payments will not be deducted from program reimbursement, unless or until a given project fails to pay its fees and the grace period has expired.
- 4) Subject to and only following the aforementioned grace period, the HMIS Lead reserves the right to suspend Partner Agency user licenses until full payment is received
- 5) Payments made to Strategies to End Homelessness for user fees cannot be used to match federal awards without prior approval from the HMIS Lead.

The signature of the parties hereto indicates their agreement with the above terms and conditions.

| AGENCY NAIVIE                                |      |  |
|--|------|--|
| Ву   | Date |  |
| Printed Name and Title                       |      |  |
| (Digital PDF signatures are acceptable)      |      |  |
| Strategies to End Homelessness               |      |  |
|  | Date |  |
| By Kevin Finn                                |      |  |
| President/CEO Strategies to End Homelessness |      |  |