

4People Case Management System

Partnership Agreement Page 1 of 2

Between 4People and

This agreement is entered into on _____(dd/mm/yyyy) between 4People of eastern Washington, hereafter known as the “4People,” and _____ (agency name), hereafter known as “Agency,” regarding access and use of the Tapestry Case Management System, hereafter known as “4People CM”.

I. Introduction

A. The 4People CM is a Comprehensive Case Management (CCM) system. For definition purposes, the Comprehensive Case Management (CCM) system consists of the Case Management module (CM) and the Homeless Management Information System (HMIS) module. Client agencies may be given access to both modules or only the CM module, depending on their needs. The 4People CM may be used for administering general case management for agency clients either as a stand alone system or shared among two or more agencies.

B. The project is administered by 4People using the Tapestry on-line server that hosts the 4People CM and limits access to the database to participating member agencies. The Tapestry software hosted on secure servers protects Tapestry data from accidental or intentional unauthorized modification, disclosure, or destruction. For detailed system description, see <http://www.visionlink.org/>

II. Confidentiality and security

Each participating agency shall have adequate policies and procedures in place to safeguard the data stored in the 4People CM. Adequate policies and procedures include compliance with any local, state, or federal regulations pertinent to the type of personal, confidential information managed by the organization. In the case of shared data through the formation of a consortium, coalition, or other governing body, that body assumes the same responsibilities as the participating members and shall sign this agreement as well.

III. Proprietary Rights and Database Integrity

A. The Agency shall not give or share assigned user identification and passwords to access the 4People CM with any other organization, governmental entity, business, or individual.

B. The Agency will not cause corruption of the 4People CM in any manner or way. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by VisionLink or any computer system or network operated by 4People, will result in immediate suspension of services.

Partnership Agreement
Page 2 of 2

IV. Hold Harmless

4People makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold 4People harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the 4People CM; or arising from any acts, omissions, the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. The Agency will also hold the 4People harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, miss-deliveries, or service interruption caused by the Agency's or another Member Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. 4People shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of 4People.

V. 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.

D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

E. Usage fees apply. Fees are posted on the 4People.tcfn.org web site.

F. Use of the 4People CM constitutes acceptance of these Terms and Conditions.

Executive Director Printed Name _____

Executive Director's Signature _____ Date (dd/mm/yyyy) _____

Name and Address of Agency:

4People Representative Signature _____ Date (dd/mm/yyyy) _____