

**Homeless Trust Provider Agreement**  
*Miami-Dade County Homeless Trust*  
*Homeless Management Information System (HMIS)*

HMIS is a web-based management information system utilized to record and share information electronically, on services provided to individuals and families who are homeless, or at risk of homelessness.

This agreement is between the Miami-Dade County Homeless Trust and HMIS participating agencies, hereby referred to as “provider” utilizing the HMIS.

The Miami-Dade County Homeless Trust and the provider agree to comply with the **Miami-Dade County Homeless Trust HMIS Policies and Procedures**. The provider agrees to distribute the **HMIS Policies and Procedures** to any and all staff utilizing the HMIS, and ensure their compliance with these protocols. Any staff member utilizing ServicePoint must sign the HMIS User’s Acknowledgement Form indicating their comprehension of and compliance to said policies. A signed copy of the HMIS User’s Acknowledgement Form must be maintained in the staff member’s personnel file.

Should the **HMIS Policies and Procedures** be modified or altered by the Miami-Dade County Homeless Trust, the updated version will be distributed to all participating providers.

The Miami-Dade County Homeless Trust and the provider agree to comply with any and all applicable Federal, State, and local laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act pertaining to client confidentiality, and the transmission of certain confidential client information.

The provider shall indemnify and hold harmless the County and its agents and instrumentalities from any and all liability, losses, and damages arising out of or relating to this agreement.

**Indemnification**

1. Provider shall indemnify and hold harmless Miami-Dade County and the Miami-Dade County Homeless Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which Miami-Dade County and the Miami-Dade County Homeless Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County and the Miami-

Dade County Homeless Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County and the Miami-Dade County Homeless Trust or its officers, employees, agents and instrumentalities as herein provided.

2. Miami-Dade County and the Miami-Dade County Homeless Trust shall indemnify and hold harmless the Provider from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Provider may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Miami-Dade County and the Miami-Dade County Homeless Trust or its employees, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended. Miami-Dade County and the Miami-Dade County Homeless Trust shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Provider, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Miami-Dade County and the Miami-Dade County Homeless Trust expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Miami-Dade County and the Miami-Dade County Homeless Trust shall in no way limit the responsibility to indemnify, keep and save harmless and defend Provider or its as herein provided, subject to the provisions and the limitations of Section 768.28, Fla. Stat., as it may be amended.

Certification Page

Provider requesting assess to HMIS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative's Signature

Agency: \_\_\_\_\_

For Miami-Dade County below this line.

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniella Lavine Cava, Mayor

ATTEST:

(SEAL)

MIAMI-DADE COUNTY, a  
Political Subdivision of the  
State of Florida

HARVEY RUVIN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
DATE

Approved as to form and legal sufficiency: \_\_\_\_\_ Date: \_\_\_\_\_