

HMIS INFORMATION SHARING SYSTEM
Agency Partner
Agreement MO-604

The Homelessness Management Information System HMIS (hereinafter “HMIS”) is a client information system that provides a standardized assessment of consumer needs, allows for individualized service plans, and records the use of housing and services. The Continuum of Care (CoC) can use this information to determine the utilization of services of participating agencies, identifying gaps in the local service continuum, develop outcome measurements, and to meet reporting requirements of the US Department of Housing and Urban Development (HUD).

The Greater Kansas City Coalition to End Homelessness (GKCCEH), in coordination with Simtech Solutions Inc., HMIS Lead Agency (parties collectively referred to hereinafter “HMIS Lead Agency”) is the Lead Agency and Administrator for the HMIS system serving the Continuum.

Role of the HMIS Lead Agency

As part of this agreement, the HMIS LEAD AGENCY hereby agrees to the following responsibilities:

- Develop and maintain plans, policies and procedures for review and approval by the CoC.
- Provide monitoring of all participating agencies to support compliance with HUD established HMIS requirements, local policies, and the requirements of this Agreement
- Provide ongoing training and technical support for Agency staff
- Support the HMIS system designated by the Continuum of Care and work with the support team of HMIS Vendor to help Agency staff to overcome any issues with using the vendor’s HMIS

In this Agency Partner Agreement (hereinafter “Agreement”), “Client” is a consumer of services; “Agency” is the Agency named in this Agreement; “HMIS Agency Compliance Monitor” is the designated HMIS representative of the Agency, and “Partner Agencies” are all the Agencies participating in the HMIS system.

The Agency Director must indicate agreement with the terms set forth below by signing this Agreement before a HMIS account can be established for the Agency.

Confidentiality

1. The Agency shall uphold relevant federal, state and local confidentiality regulations and laws that protect Client records. The Agency shall only release Client records to non-partner agencies with written consent by the Client, unless otherwise provided in the relevant laws and regulations.

- a. The Agency shall abide by all local, state and federal confidentiality laws and regulations pertaining to: a) all medical conditions, including mental illness, alcohol and/or drug abuse, HIV/AIDS diagnosis and other such covered conditions; and b) a person’s status as a victim of domestic violence. A general authorization for the release

of medical or other information is NOT sufficient for this purpose.

b. Federal, state and local laws seek to protect the privacy of persons with physical and/or mental illness, who have been treated for alcohol and/or substance abuse, have been diagnosed with HIV/AIDS, and/or have been a victim of domestic violence. The Agency is encouraged to seek its own legal advice in the event that a non-partner agency requests identifying confidential client information.

2. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent to the Clients and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the information.

The Agency agrees not to release any individual Client information obtained from the HMIS to any organization or individual without written Client consent. Such written Client consent shall specify exactly what information the Client allows to be released; information that is not specified by the Client shall not be released.

3. The Agency agrees to notify the HMIS LEAD AGENCY Program Manager within one working day when the Agency receives a request from an individual or an organization for client identifying information to be printed out of the HMIS system.

4. The Agency shall ensure that all staff, volunteers and other persons who are allowed access to the HMIS system receive Client confidentiality and new user training and have signed a User Policy and Responsibility Statement prior to receiving a User ID and Password.

5. The Agency shall notify HMIS LEAD AGENCY Program Manager within 3 working days when a registered user is no longer an employee or has moved to a position with different responsibilities so the issued user ID and password can be nullified.

6. Any staff, volunteer or other person who has been granted a user ID and password and is found to have committed a negligent breach of system security and/or client confidentiality after a prior warning and correction shall have his or her access to the database revoked immediately. A revoked user may be subject to discipline by the Agency pursuant to the Agency's personnel policies.

7. In the event of a breach of system security or Client confidentiality, the HMIS Agency Compliance Monitor shall notify the HMIS LEAD AGENCY Program Manager within 24 hours of knowledge of such breach. Any Agency that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the Agency prevent further breaches. Probation shall remain in effect until the Program Manager has evaluated the Agency's security and confidentiality measures and found them to be compliant with the policies stated in this Agreement and the User Policy Responsibility Statement and Code of Ethics Agreement. Subsequent violations of system security may result in suspension from the system.

The Agency shall have access to all Client data entered by the Agency. The Agency shall diligently record in the HMIS system all service delivery information pertaining to individual

Clients served by the Agency. The Agency shall not knowingly enter false, misleading, or biased data, including any data that would unfairly prejudice a Client's ability to obtain services, under any circumstances.

8. If this Agreement is terminated, HMIS LEAD AGENCY and the remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency, subject to the guidelines specified in this Agreement. The Client data entered by the Agency is owned by the Agency.

9. The Agency shall post the "Consumer Notice" sign at each intake desk (or comparable location). The Agency shall provide each Client with the "HMIS summary of Privacy Notice" and make available upon request the "HMIS Full Privacy and Security Notice." If the Agency maintains a public web page, the Agency shall post the current version of the "HMIS Full Privacy and Security Notice" on the web page.

10. If the Agency is governed by the Health Insurance Portability and Accountability Act (HIPAA), and determines that a substantial portion of its Protected Personal Information about homeless Clients or homeless individuals is protected health information as defined in the HIPAA rules, the Agency shall disregard paragraph "L" **except** the Agency shall post the "Consumer Notice." An Agency determined to be HIPAA compliant will provide an attestation of this to HMIS LEAD AGENCY, as well as a copy of their privacy notice. In addition, a HIPAA compliant organization will sign a Business Associate Agreement with the HMIS LEAD AGENCY on an annual basis. A HIPAA compliant organization will follow HIPAA rules.

11. The Agency shall require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign a confidentiality agreement that acknowledges receipt of a copy of the privacy notice and that pledges to comply with the privacy notice.

12. HMIS LEAD AGENCY does not require or imply that services must be contingent upon a Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.

- a. The Agency shall have access to identifying and statistical data on all Clients who consent to have their information entered in the HMIS database, except for data input into the database by "Protected Service Providers". Protected Service Providers are agencies serving specific client populations. Protected Clients typically have one or more of the following characteristics:

1. Domestic violence;
2. Sexual violence;
3. HIV/AIDS;
4. Alcohol and/or substance abuse;
5. Mental health; or
6. Unaccompanied Youth

13. The agency shall take steps to identify any special needs (i.e. listed above) and provide appropriate resources and/or referrals available to the Client.

14. Each Agency that is a user shall have access to identifying and statistical data that the Agency inputs into the HMIS database for Clients served by that Agency.

15. The HMIS database is intended as a shared database. Unless an Agency that is a user determines that certain client information should not be shared with others within their Agency or with other Agencies, all data in the HMIS database, including identifying and statistical data input into the HMIS database for Clients, will be available to qualified system users.

HMIS Use, Data Entry and System Security

1. The Agency shall follow, comply with and enforce the User Policy and Responsibility Statement. Modifications to the User Policy and Responsibility Statement shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the HMIS system.

2. The Agency shall begin data entry within no more than 30 days of enrollment or notify HMIS LEAD AGENCY if there are extenuating circumstances

3. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by knowingly entering inaccurate information. The Agency shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

4. The Agency shall use Client information in the HMIS, as provided to the Agency or the Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

5. The Agency shall consistently enter information into the HMIS database and shall strive for real-time, or close to real-time data entry. "Close to real-time data entry" is defined as within 3 working days of seeing the Client.

6. When a Client revokes his or her consent to share information in the HMIS database, the Agency shall notify HMIS LEAD AGENCY of the revocation within 24 hours. HMIS LEAD AGENCY will remove access to all identifying information about that client within 24 hours of notification or by 9 am on the next business day, whichever is later.

7. The Agency shall not include profanity or offensive language in the HMIS database.

8. The Agency shall utilize the HMIS for business purposes only.

9. HMIS LEAD AGENCY shall provide in person and online training to Agency staff on the use of the HMIS software. HMIS LEAD AGENCY shall provide supplemental training to address modifications to

the HMIS software when needed. HMIS LEAD AGENCY will provide ongoing Technical Assistance and specialized training as needed.

10. The Agency shall take the following additional steps to ensure the security of the HMIS database system and the confidentiality of Client data:

- a. Visitors and Clients are appropriately escorted to ensure that they do not access staff areas, record storage areas, or other areas potentially containing Client information. Persons not recognized as staff, visitors and Clients shall be challenged for identification.
- b. Client records that are retained as hard copy are stored in locking filing cabinets or in rooms that can be locked.
- c. Photocopiers, printers, and fax machines are located so as to minimize access by visitors and unauthorized persons.
- d. Directors and other management or supervisory personnel are familiar with security and confidentiality policies and enforce such policies to ensure the security and confidentiality of the HMIS database and of Client information.
- e. The Agency staff feels comfortable and obligated to report security breaches and misuse of the HMIS database system.
- f. The Agency shall encourage clients to report any breaches of confidentiality that they observe in the Agency.

Cost

The Agency agrees to pay an annual fee to use the HMIS system and understands that the HMIS Governing Board will establish fees and secure concurrence from the Continuum of Care Boards of Directors. The HMIS Governing Board may be contacted by an agency for a reduction in annual fees if a financial hardship can be demonstrated. Agencies may pay their fee on a quarterly basis. Annual fees for each year will be established by the HMIS Governing Board before October 1 for the next calendar year.

Monitoring

The Agency understands and agrees to periodic data and security site monitoring conducted by Lead Agency Program staff. The purpose of the monitoring is to identify if Agency personnel or volunteers using the HMIS system need training, technical support, or other services to meet data quality standards and benefit from the full use of the HMIS system. In the event that the Agency has significant, unresolved compliance findings identified either in data monitoring summaries or site visits, a series of steps will be taken according to the Data Quality Monitoring Plan and Privacy and Security Monitoring Plan. (Addendums to this agreement).

Reporting

1. The Agency shall be enabled to report on identifying and statistical data on the Clients it serves, subject to the terms of this Agreement regarding Client confidentiality.
2. The Agency shall not be enabled to report on identifying and statistical data on Clients it does not serve.

3. The Agency may make aggregate data available to other entities outside of the system for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.
4. HMIS LEAD AGENCY shall use only unidentified aggregate HMIS data for policy and planning activities, in preparing federal, state or local applications for funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the Continuum.

Indemnification

The Agency hereby agrees to indemnify, defend and hold harmless HMIS LEAD AGENCY and all Agencies using the HMIS system (including their respective officers, directors, employees, professional advisors, and agents) from and against all demands, claims, suits, proceedings, judgments, settlements, arbitration awards, damages, loss, cost, expense (including reasonable attorneys' fees and costs of litigation), sanctions, fines and penalties arising out of or resulting from any acts or omissions of the agency and/or any of its personnel in violation of this Agreement.

Limitation of Remedies

No party shall be liable for any special, indirect, consequential, or punitive damages (including loss of profits) under or in connection with this Agreement.

Termination

Either Party may terminate this Agreement upon thirty (30) days written notice to the other party. In addition, either party may terminate this Agreement if the other party ("Defaulting Party") fails to comply with any of its obligations under this Agreement and such failure is not cured within seven (7) days after the Defaulting Party receives a written notice of default from the other party. Termination of this Agreement shall be without prejudice to any claims or obligations arising or accruing hereunder prior to the date of termination. Sanctions for violating this Agreement may include, in addition to any other remedies available at law or in equity, the requirement of additional training, or the suspension/revocation of HMIS privileges.

Term of Agreement

The term of this Agreement is for three (3) years and may be renewed on an annual basis by mutual consent of both parties. The HMIS Governing Board will review and renew its license agreement with HMIS and notify participating agencies of all renewals.

Miscellaneous

1. This Agreement may only be modified by a written amendment signed by both parties.
2. Neither HMIS LEAD AGENCY nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Missouri.

AGREED TO:

Agency Director/Executive Officer (*signature*) _____ (*date*)

Agency Name

Street Address City Zip Code

HMIS LEAD AGENCY Executive Officer (*signature*) _____

