

Agency Partnership Agreement

This agreement is entered into on the _____th day of _____, 20__ between Host Agency and _____ (agency name), hereafter known as " Provider Agency," regarding access and use of the XYZ Homeless Management Information System, hereafter known as the "XYZ HMIS".

I. Introduction

The XYZ HMIS, a shared homeless database, allows authorized personnel at Provider Agencies throughout the geographic area of XYZ County to input, use, and receive information concerning their own clients and to share information, subject to agreements, on common clients.

XYZ HMIS Goals include:

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

The HOST AGENCY administers the XYZ HMIS, contracts for an agency to house the HMIS database central server and limits Provider Agencies access to the HMIS database. Utilizing a variety of methods¹, HOST AGENCY intends to protect, to the utmost of its ability, the XYZ HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction.

¹ See Bowman Service Point manual for further information

Designed to benefit multiple stakeholders², the XYZ HMIS, when used correctly and faithfully, will improve knowledge about homeless people--their services and service needs, and may result in a more effective and efficient service delivery system.

II. Confidentiality

A. The Provider 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 client³, or the client's guardian⁴, unless otherwise provided for in regulations or laws.

1. The Provider 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 Provider Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

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

² Provider agencies, homeless people, HUD, the XYZ Continuum of Care Regional Steering Committee and the Continuum members, fund providers and the community

³ Anyone who receives services from an agency

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

4. The Provider Agency will provide a verbal explanation of the XYZ 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).
5. The Provider Agency will not solicit or input information from clients into the XYZ 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 Provider Agency evaluates and researches its own clients. In all cases, the Provider 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 Provider Agency, then the Provider 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 Provider Agency will not divulge any confidential information received from the XYZ 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 Provider Agency will ensure that every person issued a User Identification and Password to the XYZ HMIS will comply with the following:
 - a. Read and abide by this Partnership Agreement
 - b. Obtain, read and abide by the XYZ HMIS operational manual⁵
 - c. Read and sign a consent form stating an understanding of, and agreement to comply with XYZ HMIS confidentiality practices⁶
 - d. Read and sign the HMIS Code of Ethics form⁷
 - e. 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 Provider Agency understands that individuals granted Agency Administrator access within each agency must become a Designated XYZ

⁵ One copy of the original HMIS manual and updates are provided by the HOST AGENCY. This manual will include information on how to use the XYZ HMIS as well as basic steps to ensure confidentiality.

⁶The Provider Agency will be responsible for managing any of its own requirements that individual employees comply with XYZ HMIS confidentiality practices, such as having employee's sign sample form provided by the HOST AGENCY.

⁷ See Code of Ethics form

HMIS Agency Administrator through specific training provided by the HOST AGENCY.

10. The Provider Agency understands that all client information will be encrypted⁸ on a file server physically located in a locked office with controlled access, at the offices of Bowman Internet Systems, LLC located at 333 Texas Street, Suite 300, Shreveport, Louisiana 71101.

B. The Provider Agency agrees to document, via a signed XYZ HMIS Client Authorization to Release and Exchange Basic Information form (Release and Exchange), 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 Release and Exchange form at the Provider Agency prior to the Provider Agency sharing any client information to another agency.
2. The completed Release and Exchange 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 basic client identifying information among designated XYZ HMIS Provider Agencies.
3. Two scenarios may occur if a client denies authorization to share basic identifying information and non-confidential service data via the XYZ HMIS. Each allows only the entering Provider Agency access to client information and precludes the ability to share information. **Either:**
 - a. A Client Profile section within HMISSOFTWARE will be marked restricted. **OR**
 - b. A client will be entered as anonymous (no first or last name entered into database), with a unique computer generated identifying code (for example, ZZZ189789) acting as a reference.
4. The Provider Agency will incorporate a XYZ HMIS Clause into existing Provider Agency Authorization for Release of Information form(s) if the Provider Agency intends to share confidential client data within the XYZ HMIS. The Provider Agency's modified Authorization for Release of Information form(s) will be used when offering a client the opportunity to input and share information with the XYZ HMIS beyond basic identifying data and non-confidential service information. The

⁸ See Bowman Service Point Manual for encryption specifications

Provider Agency will communicate to the client what information, beyond basic identifying data and non-confidential services, will be shared if client consent is given. The Provider Agency will communicate to the client that while the Provider 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 XYZ HMIS Partnership Agreement. Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records.

5. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality. The HOST AGENCY⁹ will ensure and conduct periodic monitoring and reviews with Provider 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 Provider Agency agrees to place all Client Authorization for Release of Information forms related to the XYZ HMIS in a file to be located at the Provider Agency's business address and that such forms be made available to the HOST AGENCY for periodic audits. The Provider Agency will retain these XYZ HMIS related Authorization for Release of 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 Provider Agency understands that in order to update, edit, or print a client's record, the Provider Agency must have on file current client authorization as evidenced by a completed standard XYZ HMIS Authorization to Release form pertaining to basic identifying data, and/or a modified Provider Agency form with a XYZ HMIS Clause pertaining to confidential information.

The Provider Agency agrees to enter the minimum data required in the XYZ HMIS; however, this does NOT mean that a Provider 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.

⁹ The HOST AGENCY may conduct these reviews or may accept a similar review by another organization as evidence of Provider Agency compliance.

- C. The Provider Agency and HOST AGENCY understand the XYZ HMIS and the HOST AGENCY are custodians of data, and not owners of data.
1. In the event the XYZ HMIS ceases to exist, the HOST AGENCY will notify Provider Agencies and provide a six month time period for the Provider 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 HOST AGENCY ceases to operate the XYZ HMIS, another organization will administer and take custodianship of the data. The HOST AGENCY or its successor Agency will inform, in a timely manner, all Provider Agencies.
 3. If the Provider Agency ceases to exist, it shall notify and work with the HOST AGENCY to determine the appropriate disposition of Provider Agency's data, including the transfer of the data to a successor agency.
 4. If the Provider Agency chooses to withdraw from the XYZ HMIS, the Provider Agency shall notify the HOST AGENCY of intended withdrawal date. The HOST AGENCY shall allow sixty days for the Provider Agency to access and save agency specific client data, statistical data and frequency data from the entire system. The Provider Agency is financially responsible for extracting its data.
 5. In the event Bowman Internet ceases to exist, the HOST AGENCY will notify Provider 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 Provider 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 Provider Agency can update, edit, or print such information, it must have informed client consent, evidenced by a current standard XYZ HMIS Authorization to Release form in writing pertaining to basic identifying data and/or a Provider Agency modified form with a XYZ HMIS Clause pertaining to confidential information.
- 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 Provider Agency where the request is made will then either close the entire record, or simply restrict portions of the record to the other agency or agencies.

- D. In the event that a client would like to rescind consent to participate in the XYZ HMIS completely, the Provider Agency at which her/his desire is expressed, will work with the client to complete a brief form¹⁰, which will be sent to the System Administrator to inactivate the client. Information about a client whose record has been “hidden” will remain in the central database for a period of time as required by law or the agency policy and will remain accessible by the Provider Agency, which provided services to the client for reporting purposes. This record will, however, be restricted for use or viewing by other agencies.
- E. The Provider Agency will enter information in the XYZ HMIS about individuals for whom they complete an application.
- F. Provider Agency will not enter any fictitious or misleading client data on an individual or family in the XYZ HMIS.
- G. The Provider Agency will not misrepresent the number of clients served or the type of services / beds provided in the XYZ HMIS by entering known, inaccurate information (i.e. Provider Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).
- H. The Provider Agency will enter information into the XYZ 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 XYZ HMIS within one business day. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into the XYZ HMIS.
- I. The Provider Agency understands that with a current standard XYZ HMIS Authorization for Release form on file, it can update, edit, and print a client's basic identifying information.
- J. The Provider Agency understands that a modified agency Authorization to Release Information form, with the added XYZ HMIS Clause, permits it to share confidential client information with select agencies.

¹⁰ Form provided by the HOST AGENCY

- K. The Provider Agency understands that only the individual who created the assessment screens, or an authorized person¹¹ by originating agency can edited assessment screens. The Provider Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.

- L. Discriminatory comments by an employee, volunteer, or other person acting on behalf of the Provider Agency based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the XYZ HMIS. Offensive language and profanity are not permitted in the XYZ HMIS. This does not apply to the input of direct quotes by a client **IF** the Provider Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.

- M. The Provider Agency will utilize the XYZ HMIS for business purposes only.

- N. The Provider Agency understands the HOST AGENCY will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of the XYZ HMIS. This information is to then be communicated to other staff using the XYZ HMIS within the Provider Agency.

- O. The Provider Agency understands the HOST AGENCY will provide a help desk with technical-support according to the following:

Help Desk will be provided between 8:00 a.m. to 5:00 p.m. STATE Time. Support telephone numbers and email addresses will be provided to Provider Agencies upon signing this Agreement. HOST AGENCY will ensure that any support calls are responded to according to the Severity Code Response Time below, provided that all available numbers and e-mail addresses have been accessed. Contact with the Help Desk will not incur any long distance charges.

In the event of non-response the Provider Agency should notify the System Administrator at the HOST AGENCY.

Severity Code Response Times

Severity	Description	System Administrator (SA) Response
1	Major system or	Contact Bowman Internet Systems, LLC

¹¹ Individual is employed or authorized to change information by originating agency

	component is inoperative which is critical to the HOST AGENCY's business	within 15 minutes and notify HOST AGENCY of action plan and resolution within 1 hour
2	HOST AGENCY is impacted by service delay but is still able to maintain business function	During SA normal business hours, SA will initiate problem resolution within four hours and notify HOST AGENCY of action plan and resolution within 6 hours
3	The problem has a reasonable circumvention and the HOST AGENCY can continue with little loss of efficiency	During SA normal business hours, initiate problem resolution within eight hours and notify HOST AGENCY of action plan within 12 hours
4	The call requires minor action or is for informational purposes only	Response time within 24 hours.

- P. The Provider Agency will keep updated virus protection software on agency computers that access the XYZ HMIS.¹²
- Q. 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.
- R. The Provider Agency will not use the XYZ HMIS with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.
- S. The Provider Agency recognizes the XYZ HMIS Users Group will serve as a discussion center regarding the XYZ HMIS, including XYZ HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Provider Agency will designate an Provider Agency staff member to attend HMIS User Group meetings regularly, and understands that the HOST AGENCY will continue to be responsible for coordinating the HMIS User Group activities.
- T. The Provider 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 XYZ HMIS presents an accurate picture of homelessness and services to homeless people in the XYZ

¹² Provider Agency assumes financial responsibility for virus protection software.

region, the Provider Agency will enter data in a timely and accurate manner.

- U. Each Provider Agency assumes responsibility for (its) staff and users' compliance in regards to requirements for data entry and use of the XYZ HMIS. To assess the quality of data and reports generated by the system, the HOST AGENCY¹³ will conduct periodic monitoring and reviews on data. These include and are not limited to the following:
 - 1. Quality of data entered by Provider Agencies
 - a. Inappropriate and/or duplicate records
 - b. Untimely and/or inaccurate information
 - c. Missing required data elements
 - 2. Operation of the software
 - 3. Reporting functionality
 - V. Provider Agencies must notify HOST AGENCY in writing of any changes to User ID including, but not limited to, new personnel, and released or terminated personnel.
- IV. Reports
- A. The Provider Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
 - B. The Provider Agency understands that it may have access to personally identifiable client information even if the Provider Agency has not served the client or obtained a client's Consent to Release Information form. The Provider Agency agrees to **not report or release** any identifiable client information on clients that the Provider Agency has not served or obtained a signed Consent to Release Information form.
 - C. The Provider Agency understands that before non-identifying system-wide aggregate information collected by the XYZ HMIS is disseminated to non-XYZ HMIS Member Agencies, including funders, the User Group and/or the HOST AGENCY shall endorse it¹⁴.
- V. Proprietary Rights and Database Integrity
- A. The Provider Agency will not give or share assigned user identification and passwords to access the XYZ HMIS with any other organization, governmental entity, business, or individual.

¹³ The HOST AGENCY may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Provider Agency.

¹⁴ The XYZ HMIS User Group 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.

- B. The Provider Agency will not cause in any manner, or way, corruption of the XYZ HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by the HOST AGENCY or any computer system or network related to the XYZ HMIS will result in immediate suspension of services and the HOST AGENCY will pursue all appropriate legal action.

VI. Hold Harmless

- A. The HOST AGENCY makes no warranties, expressed or implied. The Provider Agency, at all times, will indemnify and hold the HOST AGENCY harmless from any damages, liabilities, claims, and expenses that may be claimed against HOST AGENCY or the Provider Agency, or for injuries or damages to HOST AGENCY or the Provider Agency or another party arising from participation in the XYZ HMIS, or arising from any acts, omissions, neglect or fault of the Provider Agency or its agents, employees, licensees, or clients, or arising from the Provider Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. This Provider Agency will also hold the HOST AGENCY harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The HOST AGENCY shall not be liable to the Provider Agency for damages, losses, or injuries to the Provider Agency or another party unless such is the result of negligence or willful misconduct of the HOST AGENCY or its agents, employees, licensees or clients.
- B. The Provider Agency makes no warranties, expressed or implied. The HOST AGENCY, at all times, will indemnify and hold the Provider Agency harmless from any damages, liabilities, claims, and expenses that may be claimed against the HOST AGENCY or Provider Agency, or for injuries or damages to the HOST AGENCY, the Provider Agency, or another party arising from participation in the XYZ HMIS, or arising from any acts, omissions, neglect, or fault of the HOST AGENCY or its agents, employees, licensees, or clients, or arising from the HOST AGENCY's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus HOST AGENCY will also the Provider Agency harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the HOST AGENCY or a Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Provider Agency shall not be liable to the HOST AGENCY for damages, losses, or injuries to the HOST AGENCY or another party unless such is the result of negligence

or willful misconduct of the Provider Agency or its agents, employees, licensees or clients.

- C. The Provider 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 Provider Agency's XYZ HMIS-related hardware and software, as well as coverage of Provider Agency's indemnification obligations under this Agreement.

VII. HOST AGENCY Responsibilities

- A. HOST AGENCY agrees to enter into a contract and maintain the services of the HMISSOFTWARE software according to the terms and conditions of the contract with the Software Provider.
- B. HOST AGENCY agrees to maintain a Project Manager who will provide training, implementation, help desk and support to the Provider Agencies.

VIII. Dispute Resolution and Appeals

- A. If the Provider Agency disagrees with any element of this Agreement it shall make every effort to address and resolve those issues with the Executive Director of the HOST AGENCY.
- B. If the HOST AGENCY and the Provider Agency are unable to reach a solution, either party may raise the issue to the HMIS User Group for a solution.
- C. The HMIS User Group 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,

breeches of this agreement. Should such situation arise, the HOST AGENCY may immediately suspend access to the XYZ HMIS until the allegations are resolved in order to protect the integrity of the system.

1. When the HOST AGENCY becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Provider Agency prior to taking action.
 2. If HOST AGENCY believes that the breach by a Provider Agency's such that it may damage the integrity of the central database and the information in the central database for the Provider Agency or any other Agency, it may take immediate steps to suspend the Provider Agency's access to the HMIS prior to addressing the concerns with the Executive Director of the Provider Agency. The HOST AGENCY will then address the concern with the Executive Director of the Provider Agency to resolve the issue.
 3. If the concern is not resolved satisfactorily between the HOST AGENCY and the Executive Director of the Provider Agency, the HOST AGENCY shall consult with the HMIS User Group prior to taking further action.
 4. Action with a Provider 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 Provider 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 User Group. If the User Group and the Provider Agency cannot reach agreement, a representative of the HMIS User Group, the HOST AGENCY and Provider Agency shall address the issue before the Continuum of Care Regional Committee on Homelessness or its designated XYZ HMIS Oversight Committee. Decisions by the XYZ HMIS Oversight Committee are final; however, every attempt will be made by all parties to reach a reasonable accommodation for the Provider 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 XYZ HMIS constitutes acceptance of these Terms and Conditions.

Executive Director Signature

Date (d/m/y)

Name and Address of Provider Agency

Printed Name of (Provider Agency) Executive Director

Date (d/m/y)

Name
Title
Host Agency
Street
City, State, ZIP

Date (d/m/y)