



Homeless Management Information System (HMIS)
HMIS Partner Agency Agreement Between
Sacramento Steps Forward, as the HMIS Lead Agency for
the Sacramento Continuum of Care (SSF),
and Partner Agency

I. BACKGROUND AND PURPOSE

The Homeless Management Information System (HMIS) is the electronic data collection system designated by the Sacramento Continuum of Care (CoC) to comply with HUD's required data collection, management, and reporting standards. The HMIS maintains client-level data about the individuals and families who receive homeless and other human services throughout the community. The HMIS also assists agencies with project administration, operations, and reporting. Some of the typical benefits of an HMIS include:

- Improved service delivery and prompt referrals for Clients
- Immediate access to important client information
- Quick and easy preparation of reports for funders, stakeholders
- Access to CoC-level performance data to inform system improvements
- Provides an overall picture in order to gain a better understanding of patterns of service use
- Reporting features to measure the effectiveness of homeless projects in our community

The U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in targeted services. Analysis of information gathered through the HMIS is critical to accurately calculate the size, characteristics, and needs of different subpopulations. Additionally, use of the HMIS by agencies not funded by HUD provides benefits to both these agencies and the homeless provider community at large, including the avoidance of service duplication through the sharing of client data and project enrollments. HMIS participation also positions agencies for future funding, as many private foundations now require it.

II. AUDIENCE AND AGREEMENT

By signing this HMIS Partner Agency Agreement, _____ (Partner Agency) and its designated HMIS users will be granted access by Sacramento Steps Forward (SSF) to utilize the HMIS system. The "Partner Agency" named in this agreement is a contributor to the HMIS. The HMIS "User" is the guardian entrusted with personal data to be entered and used in the HMIS. The "Client" is the consumer of services. All agencies which have been granted access to the HMIS have agreed to abide by all laws, and the HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the HMIS.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth for an HMIS account for the Partner Agency.

III. GENERAL PROVISIONS

A. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES

The Sacramento City and County CoC has designated SSF as the HMIS Lead Agency. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become HMIS Partner Agencies, except for domestic violence providers covered by the Violence Against Women Act (VAWA).

The parties share a common interest in serving the homeless population, and those at risk of becoming homeless, while reducing the current number of homeless in the CoC. The purpose of this agreement is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS.

SSF is responsible for administering the HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support, granting and limiting of HMIS access and – in coordination with the HMIS Software Provider – the enhancement and upgrading of the HMIS software. The Partner Agency is responsible for entering client data in the HMIS according to project type requirements. SSF and all Partner Agencies participate in an HMIS & Data Committee which meets monthly and reports to the CoC Advisory Board. The CoC Advisory Board oversees HMIS implementation. Detailed responsibilities are listed in sections below.

B. SCOPE

This agreement addresses the respective responsibilities of SSF and the Partner Agency for ongoing HMIS service and activities. The specific responsibilities of the parties to this agreement for the confidentiality, reporting requirements, training, policies and procedures, hardware and software for the HMIS are clearly defined herein to ensure an effective, efficient, and secure system. All addendums referenced in this agreement are also part of the agreement. SSF and the Partner Agency will abide by all relevant Federal and California State confidentiality regulations and laws that protect client records.

IV. SSF DUTIES AND RESPONSIBILITIES

SSF will:

A. GENERAL

1. In consultation with the CoC, select the HMIS Software Provider; define the HMIS program and implement its standards; promote awareness of the program to all interested parties; monitor the program's successes and failures in order to validate its effectiveness.
2. Be the sole liaison between the Partner Agency and the HMIS Software Provider; user questions concerning the software are to be directed only to SSF.
3. Develop, implement, and maintain privacy and security protocols for the HMIS.
4. Provide a standard HMIS training and technical support package to all Partner Agencies.
5. In collaboration with the HMIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the HMIS and, through it, to the Partner Agencies. SSF will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.
6. Notify the Partner Agency of HMIS failure, errors, and/or problems immediately upon discovery.
7. Provide help desk service on Business Days¹ from 8 a.m. to 5 p.m.
8. Provide all other reasonably expected activities regarding the operation of the HMIS.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

1. Maintain all client-identifying information in strictest confidence, using the latest available technology. SSF may suspend HMIS access to any user or Partner Agency for the purpose of investigating suspicion of breached confidentiality.
2. Contract with the HMIS Software Provider to maintain and administer central and backup server operations; including security procedures and daily system backup to prevent the loss of data.
3. Monitor access to the HMIS in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
4. Issue user accounts, passwords, and certificates of participation (when requested) for HMIS users provided that:
 - a. The Partner Agency has signed the *HMIS Partner Agency Agreement*;
 - b. The Partner Agency has paid the current year's participation fee (if applicable);
 - c. SSF has received signed HMIS User Agreements, and
 - d. User has successfully completed the HMIS user training and any related testing.
5. Periodically change Partner Agency passwords for security purposes and lock out user accounts after a specified period of inactivity.
6. Comply with the HMIS Privacy & Security Plan and not release personally identifiable information to any person, agency, or organization; unless allowed by the HMIS Privacy & Security Plan.
7. Set up and maintain inter-agency data sharing options in HMIS.
8. Conduct Partner Agency site visits to ensure compliance with all protocols.

C. USER TRAINING AND PROGRAM SETUP

1. Conduct the initial software training for all new HMIS users.
2. Provide training materials, including user manuals with definitions and instructions, to each individual who attends the training class.
3. Set up Partner Agency programs according to the HMIS Data Standards; including related grants, services, assessments, housing units, and other applicable options in the HMIS software.
4. Provide additional trainings according to the user role, program type, or specific activities. These trainings may include classroom refreshers, reporting trainings, group webinars, one-on-one instructions, etc.
5. Provide other HMIS-related trainings upon request.

V. **PARTNER AGENCY DUTIES AND RESPONSIBILITIES**

The Partner Agency will:

A. GENERAL

1. Strictly adhere to all policies and procedures contained in the *HMIS Partner Agency Agreement*, as it may be amended from time to time, and all of its appendices. A copy of this signed agreement must be kept on file and made available upon audits.

2. No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement. It is the intent of the parties that each shall remain liable, to the extent provided by law, regarding its own acts and omissions, but that no party shall assume additional liability on its own behalf or liability for the acts of any other individual or entity except for the acts and omissions of its own employees, volunteers, agents, or contractors through participation in the Sacramento Coordinated Entry Collaborative. The parties intend that this agreement is for their benefit only and that this agreement creates no rights for any third party.

B. PRIVACY AND CONFIDENTIALITY

1. Comply with all federal and state laws and regulations, and with all HMIS policies and procedures (particularly the HMIS Data and Technical Standards Final Notice from July 2004² and the HMIS Data Standards Manual Released August, 2014³) relating to the collection, storage, retrieval, and dissemination of client information as well as their respective agency's privacy procedures.
2. Comply with the HMIS Privacy & Security Plan, HMIS Data Quality Plan, and the Inter-Agency HMIS Data Sharing Agreement (as applicable).
3. Use HMIS database for its legitimate business purposes only.
4. Ensure that provision of services is not and will never be contingent on client participation in HMIS and nothing in this document or its addendums or other related documents shall be construed to require or imply otherwise.
5. **Protection of Client Privacy:** Obtain Client's written consent upon the initial visit before any data is collected. A verbal consent is not acceptable. Collect and maintain records of all Client Informed Consent and Release of Information Authorization forms in accordance with the HMIS policies and procedures. It's highly recommended that the signed consents are uploaded to client record in HMIS.
 - a. **Oral Explanation:** All Clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Partner Agency will provide an oral explanation of the HMIS and the terms of consent. The Partner Agency is responsible for ensuring that this procedure takes place prior to every client interview.
 - b. **Written Explanation:** Each Client whose information is being shared with another Partner Agency must agree via the written Consumer Informed Consent & Release of Information Authorization form (see Appendix C). A Client must be informed as to what information is being shared and with whom it is being shared.
 - c. **Information Release:** The Partner Agency agrees not to release client identifiable information to any other organization without proper client consent except as provided by federal and California State law. See attached Consumer Informed Consent & Release of Information Authorization and Regulations below.
 - d. **Client Consent Revocation:** If a Client withdraws their consent for release of information, the Partner Agency remains responsible to ensure that the Client's information is unavailable to all other Agencies.
 - e. **Renewal of Release:** Consumer Informed Consent and Release of Information Authorization forms are valid for five (5) years from the date signed. A new must be resigned if the Client remains in the program after that time.
 - f. **Record Keeping:** The Consumer Informed Consent and Release of Information Authorization forms should be kept in the file for a minimum of five (5) years after exit from the program.

6. **Postings:** Post both the HMIS Privacy Statement and Consumer Consent notices at the Partner Agency.
 - a. Both the *HMIS Privacy Statement and Consumer Notice* must be posted at each intake desk or comparable location.
 - b. Both the *HMIS Privacy Statement and Consumer Notice* must be made available in writing at the Client's request.
 - c. If the Partner Agency maintains an agency website, a link to the *HMIS Privacy Statement* must be on the homepage of the Partner Agency's website.
7. **Regulations:** Must uphold all relevant Federal and California State confidentiality regulations to protect client records and privacy. In addition, the Partner Agency will only release client records with written consent by the Client, unless otherwise provided for in the regulations. Specifically, but not limited to, the following:
 - a. Will abide specifically by the federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42 Part 2⁴, Confidentiality of Alcohol and Drug Abuse Patient Records, 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 CFR 42 Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Partner Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
 - b. Will abide specifically with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information; including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
 - c. Will abide specifically with the California Government Code 11015.5⁵ regarding electronically collected personal information. In general, the Government Code ensures that any electronically collected personal information about Clients cannot be shared with any third party without the Client's written consent.
 - d. Will use reasonable best efforts to comply with all other laws of the State of California and applicable local laws regarding confidentiality

C. DATA QUALITY AND MONITORING

1. Must fully comply with the latest HMIS Data Quality Plan. This plan is posted on the SSF website⁶ and is available in hard copy upon request.
2. Enter data into the HMIS within the timeframe as specified in the Data Quality Plan. Timely data entry prevents duplication of client records and other shared transactions, such as enrollments and services. It also allows good quality data for both project-specific and aggregate reports. Partner Agencies and their HMIS Users may be held liable in the event that a preventable duplication occurs as a result of missing, late, or incomplete data entry. Repetitive lack of timely entry can result in official reports of concern and possible findings against the Partner Agency and could culminate in official penalties up to and including loss of project funding.
3. Collect all HUD mandatory data elements, according to the data completeness and accuracy requirements.

4. Take all steps reasonably necessary to verify the information provided by Clients for entry into the HMIS, and to see that it is correctly entered into the HMIS by the Partner Agency User.
5. Immediately notify SSF when a programmatic, personnel, or other issue arises that precludes the Partner Agency from entering the HMIS data within the allowed timeframe. By informing the SSF in a timely fashion, the agencies can work together to craft an interim solution that is minimally disruptive to the HMIS as a whole.
6. Take all steps reasonably necessary to ensure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, ancestry, skin color, religion, sex, gender identity, sexual orientation, national origin, age, familial status, or disability are entered into the HMIS.
7. Do not upload material into the HMIS that is in violation of any federal or state regulations, including, but not limited to: copyrighted material, material legally judged to be threatening or obscene, and material known to the Partner Agency to be confidential trade secrets.
8. Do not use the HMIS with malicious intent; intent to defraud any individual or entity, including governmental agency; or intent to conduct any illegal activity.
9. The Partner Agency shall not knowingly enter false or misleading data under any circumstances and will use its reasonable best efforts to avoid any misrepresentations related to client information in the HMIS.
10. Allow the SSF staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to HMIS data collection.

D. TRAINING

1. Ensure that each Partner Agency HMIS User has attended appropriate training as required by SSF, has signed the HMIS User Agreement (see Appendix D) and agreed to it, and has been authorized by SSF to access the system in accordance with the HMIS policies and procedures.
2. Ensure that the Partner HMIS User(s) attend the monthly HMIS user meetings, SSF-sponsored HMIS trainings, stays current with the HMIS policies and procedures, and relates updated information to all HMIS Users at his/her Partner Agency.
3. Assess Users' data entry or reporting skills and sign up for additional training if needed.

E. SECURITY

1. Limit HMIS access only to authorized users and follow all HMIS protocols for monitoring those users. SSF reserves the right to terminate access to any HMIS user who breaches client confidentiality or system security protocols.
2. Responsible for ensuring that its staff does not intentionally or unintentionally misuse the system.
3. Partner Agency shall not give or share assigned passwords and access codes for HMIS with any other Partner Agency, business, or individual.
4. Any user who finds a possible security lapse on the system is obligated to report it to the HMIS department at SSF immediately.
5. Do not permit any person to enter or use the HMIS unless and until:
 - a. The person has completed the required HMIS training;
 - b. SSF has issued that person the appropriate user account and password, and
 - c. Both the *HMIS Partner Agency Agreement* and the *HMIS User Agreement* have been signed and returned to SSF.

6. Maintain copies of all *HMIS User Agreement* signed by Partner Agency personnel to whom user accounts have been issued.
7. Designate a staff person to act as the Partner Agency security officer, responsible for the implementation of the HMIS privacy and security procedures at the Partner Agency level.
8. Fully comply with the *Inter-Agency HMIS Data Sharing Agreement* (as applicable) and the HMIS Privacy & Security Plan.
9. Not release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by *the Inter-Agency HMIS Data Sharing Agreement* or the HMIS Privacy & Security Plan or is otherwise required by law.
10. Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols.
11. Develop and adhere to local security standards that should include the following:
 - a. Products: Physical security (door locks, computer/handheld devices screen view, local network passwords, firewall).
 - b. People: Personnel security (authorized users only, local oversight of usage).
 - c. Procedures: Organizational security (policies and procedures are in place).
12. Notify SSF within one (1) business day of the separation from the Partner Agency of any employee who was a user of the HMIS. Notification should preferably occur by close of business on the day of employee separation.

VI. DATA USE

Data contained in the HMIS will only be used to support the delivery of homeless services in the Sacramento County.

- A. The Partner Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research

VII. FEES & COST

- A. PARTNER AGENCY PARTICIPATION COST
 1. Currently, agencies serving the homeless shall have access to the SSF maintained HMIS for free. There is no requirement that an agency receive HUD or other federal or state funds to participate in the HMIS. SSF reserves the right to charge a reasonable fee for the use of the HMIS for other purposes and custom reports.
 2. SSF recognizes that some Agencies may want to keep their existing databases and import their data periodically into the HMIS. Further, Agencies may move legacy data into the HMIS from their existing databases. Data integration/migration is allowed, provided the data integrated is accurate and meets the format at technical specifications required by the HMIS Software Vendor. The Partner Agency will be charged a fee for this service, as determined by SSF.

VIII. TERM OF AGREEMENT

- A. TERMS AND CONDITIONS
 1. This *HMIS Partner Agency Agreement* becomes effective when signed by both parties and shall remain in effect unless terminated.

2. This agreement is the complete and exclusive statement of agreement between the parties, and it supersedes all prior agreements, oral or written, relating to the subject matter of this agreement.
3. Neither party shall have the right to assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.
4. This agreement is made for the purpose of defining and setting forth the rights and responsibilities of the Sacramento CoC, SSF, and the Partner Agency. It is made solely for the protection of the Sacramento CoC, SSF, and the Partner Agency and their respective heirs, personal representatives, successors, and assigns. No other individual or entity shall have any rights of any nature under this agreement or by reason hereof. Without limiting the generality of the preceding sentence, no End-User of the HMIS in his or her capacity as such and no current, former, or prospective client of any Partner Agency shall have any rights of any nature under this agreement or by reason hereof.

B. TERMINATION

1. Either party has the right to terminate this agreement with a 30-day prior written notice to the other party.
2. This agreement may be amended or modified only by a written agreement signed and executed by both parties.
3. If either party believes the other to be in default of any one or more of the terms of this agreement, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. If such default is cured within such period, this agreement will continue in effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare this agreement to be immediately terminated. Notwithstanding the foregoing, if there is credible evidence regarding the potential or actual breach of this agreement and the nature of the breach threatens the integrity of the HMIS, SSF will have the right to suspend or restrict the access rights of the breaching party to the HMIS pending investigation and resolution of the matter to the extent reasonably required to protect the integrity of the system.
4. If this agreement is terminated, SSF HMIS and its remaining Partner Agencies shall retain their right to the use of all client data previously entered by the terminating Partner Agency, subject to any restrictions requested by the Client.
5. If Partner Agency's HUD grant is terminated or reallocated, Partner Agency will continue to be able to view past project data in the HMIS, but will not be able to enter new data into that project.
6. If Partner Agency ceases to operate, the data entered into the HMIS becomes the property of the Sacramento CoC.
7. If a program is reallocated from one Partner Agency to another, the original Partner Agency will provide all signed copies of their Consumer Informed Consent & Release of Information Authorizations to the acquiring Partner Agency within thirty (30) days of the loss of the program.



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

PARTNER AGENCY

Agency CEO / Executive Director

Agency Name

Print Name

Date

SACRAMENTO STEPS FORWARD

Authorized Official

Date

¹ Business Days are Monday through Friday, except for SSF-observed Holidays.

² <https://www.hudexchange.info/resources/documents/2004HUDDataandTechnicalStandards.pdf>

³ <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>

⁴ <http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=42%3A1.0.1.1.2>

⁵ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=10001-11000&file=11000-11019.11>

⁶ <http://sacramentostepsforward.org/>