

HMIS CalAIM MPC Partner Agency Agreement

Homeless Management Information System (HMIS)

Between

Sacramento Steps Forward (SSF)

HMIS Lead Agency for the Sacramento Continuum of Care

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, the 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. 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 viewing 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 the 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.

III. 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 WILL NOT contribute data to the HMIS. The Partner Agency’s access to the HMIS is restricted to viewing privileges to the data ONLY. The HMIS “User” is the guardian entrusted with personal data to be viewed 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 CEO/Executive Director of the Partner Agency indicates agreement with the terms set forth for an HMIS account for the Partner Agency.

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, provide a standard HMIS training and technical support package to all, provide a standard HMIS training and technical support package to all partner agencies, or provide information on how to complete standard HMIS training(s).
4. 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.

5. Notify the Partner Agency of HMIS failure, errors, and/or problems immediately upon discovery.
6. Provide help desk service on Business Days¹ from 8 a.m. to 5 p.m.
7. Provide all other reasonably expected activities regarding the operation of the HMIS.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

1. Maintain all client-identifying information in the 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 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 paid the current year's participation fee (if applicable);
 - b. SSF has received signed *HMIS End User Agreements*, and
 - c. Users have 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 (if applicable).
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 trainings.
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 training according to the user role, program type, or specific activities. These training courses may include classroom refreshers, reporting training, group webinars, one-on-one instructions, etc.
5. Provide other HMIS training upon request.

D. PROVIDE OTHER HMIS-RELATED TRAINING UPON REQUEST. PRIVACY, CONFIDENTIALITY AND SECURITY

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 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 End User Agreements, and
 - d. Users have 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.
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 7. Set up and maintain inter-agency data-sharing options in HMIS (if applicable).
 8. Conduct Partner Agency site visits to ensure compliance with all protocols.

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 audit.
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.
3. Participation in the Coordinated Entry Collaborative:
 - a. The Partner Agency shall be designated a "participating agency" in the Sacramento Coordinated Entry Collaborative.
 - b. The Partner Agency agrees to view demographic and programmatic client data (when authorized to do so by the client) using the Sacramento HMIS.

Uses of HMIS Data as a participating agency:

- c. The Partner Agency agrees to view housing services for families and individuals experiencing homelessness or facing a housing crisis in Sacramento County.
- d. Understand the extent and nature of homelessness in Sacramento County.
- e. Evaluate performance and progress toward community benchmarks.
- f. Improve the programs and services available to Sacramento County residents experiencing homelessness or a housing crisis.

- g. Improve access to services for all Sacramento County homeless and at-risk populations.
- h. Reduce inefficiencies and duplication of services within our community.
- i. Ensure that services are targeted to those most in need, including “hard to serve” populations.
- j. Ensure that clients receive the amount and type of services that “best fits” their needs and preferences.
- k. Pursue additional resources for ending homelessness.
- l. Advocate for policies and legislation that will support efforts to end homelessness in Sacramento County.

Each participating agency agrees that such agency:

- m. Will not access identifying information for any individual who is not a client of the agency. The agency may access its clients’ identifying information and request in writing access to statistical, non-identifying information on clients served by other participating agencies.
- n. Will not report on a client’s whereabouts to outside entities that are not a part of this signed Inter-Agency data sharing agreement (e.g., law enforcement agencies, missing person inquiries, government agencies).
- o. Will report only non-identifying information from the HMIS in response to requests unless otherwise required by law.

Client Protection:

- p. Basic client profile data, which includes client demographic (name, birth date, social security number, gender, race, ethnicity, veteran status, language, photo, etc.), will be shared with Sacramento and Yolo County agencies participating in the HMIS and partnering in the Sacramento Coordinated Entry Collaborative in an effort to reduce the event of duplicative client intakes.
- q. All Clients will be provided an oral explanation stating their information will be viewed (including for each household member: name, birth date, gender, race, social security number, phone number, residence address, photographic likeness, or other similar identifying information) in the HMIS. Non-identifying client information may be shared in the system for all clients regardless of whether they give their informed consent.
- r. Client’s project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement.
- s. Client / Project Case Notes will not be shared under this agreement. Agencies may enter into separate Memorandum of Understanding to share case notes.
- t. Additional agencies may join the HMIS and partner in the Sacramento Coordinated Entry Collaborative and will be added to the list of HMIS participating agencies. As part of the oral explanation process, clients must be informed that additional agencies may join the collaborative at any time and will have access to their information.
- u. HMIS users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the “Consumers Informed Consent & Release of Information Authorization” and the “Client Rights Brochure” available on the <http://sacramentostepsforward.org/> website).
- v. Clients may not be denied services based on their choice to withhold their consent to share their information.

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 Coordinated Entry Collaborative (as applicable).
3. Use the 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:
 - a. Oral Explanation: All Clients will be provided an oral explanation stating their information will be viewed on a computerized record keeping system. The Partner Agency will provide an oral explanation of the HMIS and the terms as a Partner Agency. The Partner Agency is responsible for ensuring that this procedure takes place prior to every client interview.
 - b. 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.
6. Postings: Post the HMIS Privacy Statement at the Partner Agency. As a Partner Agency will viewing privileges to the data in the HMIS only, the HMIS Privacy Statement is applicable as it describes how clients protected personal information is used or disclosed.
 - a. The HMIS Privacy Statement must be posted at each intake desk or comparable location.
 - b. The HMIS Privacy Statement 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 not release client records, 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
 - b. general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug
 - c. 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.
 - d. 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.

- e. 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.
- f. Will use reasonable best efforts to comply with all other laws of the State of California and applicable local laws regarding confidentiality

C. UNDERSTANDING THE DATA QUALITY AND MONITORING

1. Must fully understand the latest HMIS Data Quality Plan. This plan is posted on the SSF website⁶ and is available in hard copy upon request.
2. Understand how data entered 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. Understand that Partner Agencies and their HMIS Users who enter data 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 entering data and could culminate in official penalties up to and including loss of project funding.
3. Understand that Partner Agencies 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 Users entering data.
5. Immediately notify SSF when a programmatic, personnel, or other issue arises that precludes the Partner Agency from viewing 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. Immediately notify SSF of materials upload into the HMIS that are 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 view 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.

D. TRAINING

1. Ensure that each Partner Agency HMIS User has attended appropriate training as required by SSF, has signed the HMIS End User Agreement 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 HMIS user meetings, SSF- sponsored HMIS trainings, stays current with the HMIS policies and procedures, and relates updated information to all HMIS Users at their Partner Agency.
3. Assess Users' 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. The Partner Agency security officer is required to complete the [HMIS Initial Security Audit](#) (please use link here) prior to signing the *HMIS Partner Agency Agreement* and then initialing here to confirm that the document has been completed. _____
9. Fully comply with the HMIS Privacy & Security Plan.
10. Not release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by the Coordinated Entry Collaborative or HMIS Privacy & Security Plan or is otherwise required by law.
11. Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols.
12. 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).
13. 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 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 Partner Agencies may want to keep their existing databases and import their data periodically into the HMIS. Further, Partner 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 these agreements 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 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 a 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 viewed 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.

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

PARTNER AGENCY

Agency Official/Corporate Address

Agency CEO / Executive Director

Agency Name

Signature

Date

SACRAMENTO STEPS FORWARD

Signature

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 <https://leginfo.legislature.ca.gov/faces/selectFromMultiples.xhtml?sectionNum=11015.5&lawCode=GOV>