

Homeless Management Information System (HMIS) Agency Partner Agreement for COC KS-505

1.0 Purpose

The HMIS (Homeless Management Information System) is a HUD-mandated information technology system that is designed to capture client-level information over time, on the characteristics and service needs of homeless persons.

KC Metro HMIS is the secured electronic database for the Johnson County Continuum of Care (CoC), KS-505. KS-505 uses HMIS to determine utilization of services of participating agencies, identifying gaps in the local service continuum, and developing outcome measurements. The KC Metro HMIS is managed and maintained by the designated HMIS Lead Agency, Mid-America Regional Council (MARC). KC Metro HMIS system utilizes the CaseWorthy software platform.

In the KC Metro HMIS, Client data is maintained on a central server, which contains Client information in an encrypted state. HMIS integrates data from homeless service providers and organizations in the KC Metro HMIS community and captures basic descriptive information on every person served. Participation in the KC Metro HMIS allows organizations to share information with other participating organizations to create a more coordinated and effective service delivery system.

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

<i>HMIS Agency Agreement Lexicon</i>	
Agency	Agency named in this agreement
Agency HMIS Administrative Lead Representative (<i>aka Agency Lead</i>)	Designated employee who is the agency’s HMIS Representative to serve as the primary point-of-contact on HMIS operations at the agency. Typically this user is comfortable with the use of HMIS and can possibly train users in their Agency.
Agency HMIS Security Officer	Designated employee as the agency’s HMIS Security Officer. More information about this role and associated responsibilities can be found in the <i>HMIS Security and Privacy Plan</i> .
Client	Person who receives service at an HMIS Partner Agency
Continuum of Care (CoC)	KS-505, Johnson County, Ks
HMIS	Homelessness Management Information System
HMIS Lead Agency	Mid-America Regional Council (MARC); responsible for management and administration of the KC Metro HMIS
KC Metro HMIS	The name of the HMIS system used by KS-505 and administered by MARC using the software platform CaseWorthy
Partner Agencies	All agencies participating in the HMIS system; with active Agency Partner Agreements
PPI or PII	Protected Personal Information or Personally Identifiable Information
User	Trained and authorized Agency HMIS user

2.0 HMIS System Security

KC Metro HMIS utilizes the CaseWorthy platform. CaseWorthy servers are located in a ViaWest data center. ViaWest is one of the world's leading SAS-70 Type II data center operators. The CaseWorthy architecture utilizes a Data Access and Security Component layer through which all transactions and data passing in and out of the database must flow. This layer ensures that data is always contained within a comprehensive security- and privacy-protected environment. In addition, the software contains 128-bit AES Encryption, advanced authentication option exceeding National Institute of Standards and Technology (NIST) standards, and the application runs 100% in browser with no ActiveX controls or 3rd party plugins.

3.0 Confidentiality and Informed Consent

3.1 Confidentiality

This Agency must require all Users to abide by its organization's policies and procedures; uphold all privacy protection standards established by the HMIS Policies and Procedures; and comply with all relevant federal and State of Missouri and Kansas, and local confidentiality laws and regulations that protect client records. Except where otherwise provided for by law, this Agency shall ensure that confidential client records are released with the client's written consent.

Federal, state, and local laws seek to protect the privacy of persons with physical and/or mental health disorders, who have been treated for alcohol and/or substance use disorder, 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.

3.2 Written Consent

To obtain written consent, prior to each client's assessment, each client must be informed that the client's information will be entered into an electronic database called HMIS. The "Client Release of Information" form must be explained to each client. Clients who agree to have their PPI entered into the KC Metro HMIS must sign this form.

3.3 Verbal Consent

Verbal consent to enter PPI into the KC Metro HMIS may be obtained during circumstances such as phone screenings, street outreach, or community access center sign-ins. Each client must be informed that their information will be entered into the HMIS database. The terms of the "Client Release of Information" form must also be explained to each client and the Agency 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 client's written consent must be obtained once the client appears for their initial assessment.

4.0 Client's Rights

The client has a right to receive a copy of this Agency Agreement at the time of request.

Each client has the right to receive the following, no later than five (5) business days of a written request:

- A correction of inaccurate or incomplete PPI
- A copy of their consent form
- A copy of their HMIS records
- A current list of participating agencies that have access to HMIS data

Each client has a right to revoke their Release of Information Consent.

5.0 Data Use

The Agency must protect HMIS data by ensuring that:

- KC Metro HMIS is not accessible to unauthorized users
- HMIS Users are trained in HMIS Privacy and Security and New User HMIS training
- HMIS Users participate in on-going training and re-certification as required
- HMIS Users sign and comply with the User “System Confidentiality and Use Agreement”
- The Agency will not release any individual Client information 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.
- HMIS Users forward a copy of a client’s Revocation of Consent to the HMIS Lead Agency within 24 hours of receipt

6.0 Responsibilities

The agency will designate one employee as the Agency HMIS Administrative Lead Representative. This person will serve as the primary point of contact on HMIS operations.

The agency will also designate the Agency HMIS Security officer acting as the lead contact for all HMIS security issues. One person can be assigned both roles.

This Agency is responsible to ensure that:

- The Notice Regarding Collection of Personal Information, “Privacy Notice” is posted at each intake desk or comparable location
- The Agency shall provide each Client with the “ Privacy Notice” and make available upon request the “Client Release of Information.” If the Agency maintains a public web page, the Agency shall post the current version of the “Security & Privacy Policy” on the web page.
- If the Agency is governed by HIPAA, and determines that a substantial portion of its Protected Personal Information about homeless Clients is protected health information as defined in the HIPAA rules, the Agency shall disregard bullet points 1 & 2 above and the Agency shall post the “Consumer Notice.” An Agency determined to be HIPAA compliant will provide an attestation of this to MARC, as well as a copy of their privacy notice. In addition, a HIPAA compliant organization will sign a Business Associate Agreement with the MARC on an annual basis. A HIPAA compliant organization will follow HIPAA rules.
- The Agency shall notify the HMIS Lead Agency 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.
- HMIS Users do not misuse the system
- Clients are notified if a breach of their PPI is discovered
- Any HMIS User who finds a possible security lapse on the system is obligated to immediately report it to the HMIS Lead Agency.
- A signed copy of the “Client Release of Information” is retained for a period of seven (7) years after the PPI was created or last changed.

- The Agency shall consistently enter information into the HMIS and shall strive for real-time, or close to real-time data entry. The *Data Quality Plan* spells out specific by project type.
- The Agency will take additional steps to ensure the security of client confidentiality by assuring that Client records that are retained in hard copy are stored in locked cabinets or rooms.

7.0 Cost

The Agency agrees to pay an annual fee to use the HMIS system, and understands that the HMIS Lead Agency recommends the fee structure which is approved by the CoC Boards of Directors. The HMIS Lead Agency 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 before October 1 for the next calendar year.

8.0 Monitoring

The Agency understands and agrees to periodic data and security site monitoring conducted by the HMIS Lead Agency 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 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.

9.0 Rights and Privileges

KC Metro HMIS data is stored in one central database managed by the HMIS Lead Agency in accordance to the HMIS Governance Charter approved by the KS-505 Board. While each agency owns their own data within the database, the CoC may release aggregate data about its own continuum at the program, sub-regional, and regional level. Aggregate data may be released without agency permission at the discretion of the Continuum.

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 HMIS Lead Agency has evaluated the Agency's security and confidentiality measures and found them to be compliant with the policies stated in this Agreement. Subsequent violations of system security may result in suspension from the system.

10.0 HMIS 3rd Party Contractors

Agency grants MARC authorization to work with third party contractors in carrying out its duties and assignments as the HMIS Lead Agency. MARC may share access to the HMIS database with third party contractors for the sole purpose of assisting MARC and agencies using the system to identify and resolve data and system functionality and security issues. Any such third party contractor will be subject to the same obligations as MARC under this Agreement, and access would be provided only after approval by the CoC Board of Directors.

11.0 Indemnification and Limitation of Remedies

The Agency hereby agrees to indemnify, defend and hold harmless MARC and all Agencies using the KC Metro 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. No party shall be liable for any special, indirect, consequential, or punitive damages (including loss of profits) under or in connection with this Agreement.

12.0 Term

The term of this Agreement is for three (3) years, and may be renewed on an annual basis by mutual consent of both parties.

13.0 Amendment and Termination

- This Agreement may only be modified by a written amendment signed by both parties.
- Neither MARC nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- If this Agreement is terminated, MARC 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.

14.0 Signed Authorization

All agencies that sign this agreement and are granted access to the KC Metro HMIS and agree to abide by KC Metros’ Policies and Procedures. The signature of the Executive Director or other authorized representative of this Agency indicates acceptance of all terms and conditions set forth in this agreement.

AGREED TO:

Agency Director/Executive Officer (<i>signature</i>)	(<i>date</i>)
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Agency Name

Street Address City Zip Code

MARC Executive Officer (<i>signature</i>)	(<i>date</i>)
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