

**Continuum of Care Homeless Management Information System
Partnership Agreement
Between the Homeless Alliance and**

This agreement is entered into on _____(mm/dd/yy) between The Homeless Alliance, Inc., hereafter referred to as “The Homeless Alliance” and _____(agency name), hereafter identified as “The Agency,” regarding access and use of the Continuum of Care Homeless Management Information System, hereafter identified as the “HMIS.”

I. Introduction

The HMIS is a shared database that allows authorized personnel at HMIS Member Agencies throughout Oklahoma City, Oklahoma County, the City of Norman, and Cleveland County, and the Balance of the agencies within the State of Oklahoma who are not within the boundaries of a continuum utilizing another HMIS program to share information on common clients. Goals of the HMIS include: ability to expedite client intake procedures, improved referral accuracy, increased case management and administrative tools, and the creation of a tool to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness, as well as those families and individuals on the verge of homelessness.

The project is administered by The Homeless Alliance. The Homeless Alliance controls the central server that hosts the HMIS and limits access to the database to Member Agencies participating in the project. The Homeless Alliance intends to protect HMIS data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure, or destruction; and The Homeless Alliance does this by utilizing a variety of methods to guard the data.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including the community, homeless service agencies, and consumers of homeless services, through a more effective and efficient service delivery system.

II. Confidentiality

A. The Agency and The Homeless Alliance 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 client or the client’s guardian, unless otherwise provided for in the regulations or laws. A “client” is anyone who receives services from the Agency or The Homeless Alliance and a “guardian” is one legally in charge of the affairs of a minor or of a person deemed incompetent to manage his/her own affairs.

1. The Agency and The Homeless Alliance 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 Agency and The Homeless Alliance understand the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency and The Homeless Alliance will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services where applicable. In general, the regulations provide consumers with rights to control the release of medical information, including: advance consent for most disclosures of health information; right to see a copy of health records; right to request a correction to health records; right to obtain documentation of disclosures of their health information; and right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
 3. The Agency and The Homeless Alliance will abide specifically by Oklahoma state law, which in general terms requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The Agency or The Homeless Alliance is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).
 4. The Agency and The Homeless Alliance will abide specifically by Oklahoma Title 43A, Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.
 5. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form(s).
 6. The Agency or The Homeless Alliance will not divulge any confidential information received from the HMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
 7. The Agency will ensure that all persons who are issued a Username and Password for the HMIS within the Agency abide by this Partnership Agreement, including the confidentiality rules and regulations. The Agency will be responsible for ensuring that its staff members comply with any Agency confidentiality requirements above and beyond the requirements issued by the HMIS regulations, such as having employees sign a form stating their understanding of, and agreement to comply with, HMIS confidentiality practices¹. It is understood that those granted Agency Administrator access within each HMIS Agency must become a Certified HMIS Agency Administrator through training provided by The Homeless Alliance.
 8. The Agency understands that the file server, which will contain all client information, including identifying client information, will be physically located at an appropriately Secured Facility chosen by The Homeless Alliance.
- B. The Agency agrees to maintain appropriate documentation of client consent, or guardian-provided consent, to participate in the HMIS.
1. The Agency must have an informed consent process/form that notifies clients of The Agency's intentions to take and maintain basic identifying information and

¹ Sample form provided by The Homeless Alliance

- confidential records about the client, as well as their rights in regard to such records. This authorizes The Agency to enter client data into the HMIS.
2. If a client declines to give informed consent to be entered into the HMIS, the client may not be entered into the HMIS.
 3. The Agency will obtain a signed Release of Information form from the client before allowing a client's information to be shared via the HMIS. The Agency may choose to incorporate an HMIS clause into existing Agency Authorization for Release of Information form(s), or they may choose to use the standard HMIS Authorization to Release Information form². Regardless of which method is used, The Agency will communicate to the client what information will be shared if consent is given. The Agency will communicate to the client that other HMIS member Agencies will have access to Basic Client Information and are expected to use the information professionally and to adhere to the terms of the HMIS Partnership Agreement. HMIS Member Agencies are each responsible for obtaining appropriate consent before allowing further sharing of client records. The Continuum of Care Committee, in their periodic reviews of HMIS Member Agencies, has the right to ask for and inspect HMIS Member Agencies' Release of Information and Client Consent forms.
 4. If a client denies authorization to have his/her Basic Client Information shared via the HMIS, the client's data may not be entered into the HMIS.
 5. The Agency agrees to place all Client Authorization for Release of Information forms related to the HMIS in a file to be located at The Agency's business address and that such forms will be made available to The Continuum of Care Committee for review upon request. The Agency will retain these HMIS-related Authorization for Release of Information forms for a period of five years upon expiration, after which time the forms will be disposed of in a manner that ensures client confidentiality is not compromised.
 6. The Agency understands The Homeless Alliance does not require or suggest that services be contingent upon a client's participation in the HMIS.
- C. The Agency and The Homeless Alliance understand the HMIS project, and The Homeless Alliance, as administrator, are custodians of data, and not owners of data.
1. In the event the HMIS Project ceases to exist, Member Agencies will be notified and provided reasonable time to access and save client data on those served by the Agency as well as statistical and frequency data from the entire system. The information collected by the centralized server will then be purged.
 2. In the event The Homeless Alliance ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all HMIS Member Agencies will be informed in a timely manner.
 3. Regular data backups will be made, and the data will be stored in a locked safe deposit box at a bank at an off-site location.
 4. All staff of The Homeless Alliance who are granted System Administrator access to the HMIS will undergo a background check, with the results released to the HMIS member agencies upon request.
 5. The Agency consents that all Data entered and contained on the HMIS is open to unrestricted access by the funding entity.

² Form provided by The Homeless Alliance

III. Data Entry and/or Regular Use

- A. User Identification and Passwords are not permitted to be shared among users.
- B. If an agency has access to a client's information via the HMIS, it is generally understood that the client gave permission to share such data. Before an agency can update, modify, or add to the existing data, it must first complete an informed consent process (as noted in article II, section B.1).
- C. If a client has previously given permission to Release his/her Basic Client Information and later revokes his/her authorization, the Agency at which such desire is expressed will client to complete a brief form³, which will be sent to the HMIS Coordinator to invalidate the client record and notify those Member Agencies that have entered program level data on that client.
- D. The Agency will only enter individuals in the HMIS who are clients under the Agency's jurisdiction.
- E. The Agency will not misrepresent its client base in the HMIS by entering information known to be inaccurate.
- F. The Agency will consistently enter information into the HMIS and will strive for real-time, or close to real-time,⁴ data entry.
- G. The Agency understands that with evidence of informed consent, it can update, edit, and print a client's information.
- H. The Agency understands that an Authorization to Release Information form is necessary to share client information via the HMIS.
- I. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the HMIS. Offensive language and profanity are not permitted in the HMIS.
- J. The Agency will utilize the HMIS for business purposes only.
- K. The Agency understands The Homeless Alliance will provide initial training and periodic updates to that training to assigned Agency Staff about the use of the HMIS and that this information is then to be communicated to other HMIS Staff within the Agency.
- L. The Agency understands The Homeless Alliance will be available for technical assistance within reason (such as troubleshooting and report generation). Standard operating hours in which technical assistance will generally be available are 9:00 a.m.-5:00 p.m., Monday through Friday. The Network Administrator can be reached during non-standard operating hours via cell phone for emergency purposes only.
- M. The Agency will keep updated virus protection software on Agency computers that access the HMIS.
- N. Transmission of material in violation of any United States federal or state regulations 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.
- O. The Agency will not use the HMIS with intent to defraud the federal, state, local government, an individual entity, or to conduct any illegal activity.

³ Form provided by The Homeless Alliance

⁴ Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the HMIS within one business day.

- P. The Agency recognizes the Continuum of Care HMIS Committee (“the Committee”) to be the discussion center regarding the HMIS, including HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate an assigned HMIS Staff member to attend HMIS meetings regularly and understands that The Homeless Alliance will continue to be responsible for coordinating Committee activities.

IV. Reports

- A. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Agency understands that access to data on persons whom it does not serve will be limited to basic identifying information. Therefore, the Agency understands that a list of all persons in the HMIS along with basic identifying information data can be generated.
- C. Reports obtaining information beyond basic identifying data on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.
- D. The Agency understands that before non-identifying system-wide aggregate information collected by the HMIS is disseminated to non-HMIS Member Agencies, including funders, it shall be endorsed by the HMIS Committee or Data Subcommittee and/or The Homeless Alliance⁵.

V. Database Integrity

- A. The Agency will not give or share assigned user identification and passwords to access the HMIS with any other organization, governmental entity, business, or individual.
- B. The Agency will not cause in any manner, or way, corruption of the HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, on the equipment controlled by The Homeless Alliance will result in immediate suspension of services, and The Homeless Alliance will pursue all appropriate legal action.

VI. Hold Harmless

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

VII. 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 understanding, oral and written, relating to the subject matter of this agreement.

⁵ The HMIS Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring that certain methods of data analysis be utilized.

- 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, breaches of this agreement. Should such situation arise, The Homeless Alliance may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.
- D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the HMIS constitutes acceptance of these Terms and Conditions.

Agency Executive Director Signature
Name and Address of Agency:

Date (mm/dd/yy)

Printed Name of Agency Executive Director

Date (mm/dd/yy)

Dan Straughan
Executive Director
The Homeless Alliance
312 W. Commerce
Oklahoma City, OK 73109

Date (mm/dd/yy)