

E.2

Agency Partner Agreement

*For the Stark County Homeless Management Information System (HMIS)
and the Coordinated Entry System (CES)*

Stark County's Homeless Management Information System (HMIS) and Coordinated Entry System (hereinafter referred to as "the System" is a shared homeless and housing database system administered by the Homeless Continuum of Care of Stark County (HCCSC).

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth herein before a HMIS account can be established for the Agency.

HCCSC designates the Lead HMIS Agency. Lead Agency Staff shall serve as the HMIS Administrator. In this Agreement, "Partner Agency" is a Participating Agency in the System, "Participant" is a consumer of services and "Agency" is the Agency named in this agreement.

The Agency agrees to comply with the requirements of this Agency Partner Agreement (see document E.2.) and the HSSCS HMIS Policy (see Policy E.1), Privacy Notice (see document E.4), Security Plan (see Policy E.5) and Data Quality Plan (Policy E.6).

I. Confidentiality

- A. The Agency and Lead HMIS Agency shall comply with all applicable federal and state confidentiality regulations and laws that protect Participant information/Protected Identifying Information and the following:
1. The Agency shall implement and comply with the provisions of the HCCSC HMIS Privacy Notice, Section VI of the HCCSC HMIS Policy and the HCCSC HMIS Security Plan and all rules and regulations promulgated pursuant to authority granted therein (collectively and collectively with HUD, the "HUD Regulations," as supplemented, replaced and amended from time to time).
 2. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent to each Participant, and shall 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.
 3. The Agency **shall not** solicit or input information from Participants into the HMIS database that is not essential to providing services or to conducting evaluation or research.
 4. The Agency agrees **not** to disclose any confidential information received from the HMIS database to any organization or individual without proper Participant consent unless the disclosure is permitted or required by applicable law. If Agency is a HIPAA-covered entity, Agency shall comply with the disclosure requirements of HIPAA in regards to Participant information (unless Agency is a hybrid entity under HIPAA). If Agency is a 42 CFR Part 2-covered program (federal confidentiality regulations regarding disclosure of alcohol

E.2

- and/or drug abuse records), Agency shall comply with the disclosure requirements of 42 CFR Part 2 in regards to Participant information. All other Agencies shall comply with the HMIS disclosure requirements as stated in the HMIS Privacy Notice (see document E.4) and Section VI of the HCCSC HMIS Policy (see policy E.1).
5. The Agency shall designate which of its staff, volunteers, and other persons will have access to the HMIS and will ensure that each such person sign an HMIS User Agreement. The Agency shall inform the HMIS Administrator in writing within one business day of changes in the Agency's authorization of HMIS Users.
 6. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receive basic training on applicable confidentiality requirements and provisions set forth herein.
 7. The Agency understands that the database will contain all Participant information.
 8. The Agency shall maintain documentation of Participant consent to participate in the HMIS database.
 9. The Agency **shall not** be denied access to Participant data entered into the system by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the Participant of any Partner Agency. The Agency shall diligently record in the HMIS all restrictions requested. The Agency **shall not** knowingly enter false or misleading data under any circumstances.
 10. If this Agreement or that of a Partner Agency is terminated, the Lead HMIS Agency and remaining Partner Agencies shall maintain their right to the use of all Participant data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Participant.
 11. The Agency will utilize the Participant Informed Consent & Release of Information Authorization form (see document E.3), as developed in conjunction and coordination with Partner Agencies, for all Participants providing information for the HMIS database. If the Agency is a HIPAA-covered entity and/or a 42 CFR Part 2-covered program, the Agency shall incorporate the additional elements set forth in Section 6.03 of the HCCSC HMIS Policy into the form. The Participant Consent/Information Release form, once signed by the Participant, authorizes Participant data to be entered into the HMIS database and authorizes information-sharing with HMIS Partner Agencies.
 12. If a Participant revokes consent for release of information, the Agency remains responsible for ensuring that the Participant's information is unavailable to all other Partner Agencies.
 13. The Agency shall keep signed copies of the Participant Informed Consent & Release of Information Authorization form and any Revocation of Consent forms for HMIS for a period of three years.
 14. Services shall be provided to Participants regardless of HMIS participation provided that

E.2

Participants would otherwise be eligible for the services.

II HMIS Use and Data Entry

- A. The Agency shall follow, comply with and enforce the Section VI of the HCCSC HMIS Policy, the HCCSC HMIS Privacy Notice, Security Plan and Data Quality Plan. Modifications to such documents shall be made in consultation with Partner Agencies and may be modified as needed for the purpose of smooth and efficient operation of the HMIS. HCCSC will announce approved modifications in a timely manner.
1. The Agency shall only enter program information about individuals in the HMIS database that exist as Participants under the Agency's jurisdiction. The Agency **shall not** misrepresent its Participant base in the HMIS database by entering known inaccurate information.
 2. The Agency shall use Participant information in the HMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Participant.
- B. The Agency shall consistently enter information into the HMIS database and will strive for real-time, or close to real-time¹ data entry.
- C. The Agency **will not** alter information in the HMIS database that is entered by another Agency with known, inaccurate information (i.e. Agency **will not** purposefully enter inaccurate information to override information entered by another Agency).
- D. The Agency **shall not** include profanity or offensive language in the HMIS database.
- E. The Agency shall utilize the HMIS database for business purposes only.
- F. Lead HMIS Agency will provide access to initial training and periodic updates to that training to select Agency Staff on the use of the HMIS software.
- G. Lead HMIS Agency will be available for technical assistance (i.e. troubleshooting and report generation) within time and resource constraints.
- H. The transmission of material in violation of any federal or state regulations is **prohibited**. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secrets.
- I. The Agency **shall not** use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

¹ Real-time or close to real-time is defined by either immediate data entry upon seeing a Participant or data entry into the HMIS database within five business days.

E.2

III. Reports

- A. The Agency shall retain access to identifying and statistical data on the Participants it serves.
- B. The Agency's access to data on Participants it does not serve shall be limited to that of Participants that have provided written consent permitting such access.
- C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data **shall not** directly or indirectly identify individual Participants.
- D. HCCSC will use only non-identifying, aggregate HMIS data for homeless policy and planning decisions; in preparing federal, state or local applications for homeless funding; to demonstrate the need for and effectiveness of programs; and to obtain a system-wide view of program utilization in the state.

IV. Proprietary Rights

- A. The Agency **shall not** disclose assigned passwords and access codes of the HMIS database within any other Agency, business or individual.
- B. The Agency **shall not** cause in any manner, or way, corruption of the HMIS database.

V. Terms and Conditions

- A. Any violation of this Agreement by Agency may result in access privileges being suspended or revoked, at the discretion of Lead HMIS Agency. As a condition of continued or reinstated access, Lead HMIS Agency may require standardized or specialized Agency compliance training.
- B. Agency shall implement procedures to ensure and monitor compliance with this Agreement, and all privacy and security requirements, by Agency's staff, volunteers and other agents.
- C. The HCCSC **shall not** transfer or assign any rights or obligations without the written consent of the other party.
- D. This Agreement shall be in force until revoked in writing by either party.
- E. This Agreement may be terminated with 30 days written notice. Please note that this termination **does not** apply to information previously entered into the HMIS: obligations related to the confidentiality of Participant information set forth herein shall continue to be adhered to beyond the termination of this Agreement.

E.2

Signature of HMIS Agency Administrator

Date

Agency Name

FEIN

Street Address

City/State/Zip Code

Mailing Address (*Leave blank if same as above*)

City/State/Zip Code