



Homeless Management Information System Agency Participation Agreement by and between Coalition for the Homeless and _____

AGENCY NAME

I. Background and Purpose

The Homeless Management Information System (HMIS) is the information system designated by the TX-700 Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards, and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The CoC encompasses the cities of Houston, Pasadena, Baytown, and Conroe as well as the Harris, Fort Bend, and Montgomery Counties service areas.

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. Specifically, a HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs. Through the HMIS, CoC programs and clients benefit from improved internal and external coordination that guides service and systems planning. 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 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 program 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 TX-700 CoC has designated Coalition for the Homeless (CFTH) as the HMIS Lead Agency. All homeless assistance and homelessness prevention service providers in this CoC may be 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 service areas. The purpose of this Agency Partnership Agreement (APA) is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS.

CFTH is responsible for administering the HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support 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 program type requirements. Detailed responsibilities are listed in sections below.

B. SCOPE

This APA addresses the respective responsibilities of CFTH 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. CFTH will abide by all applicable laws, and the Partner Agency will be expected to do the same.

III. CFTH duties and Responsibilities

CFTH 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, and 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 the CFTH;
- 3) Develop, implement, and maintain privacy, confidentiality, and security protocols for the HMIS;
- 4) Provide a standard HMIS training and technical support package to all HMIS 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;
 - a. CFTH 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 during designated open hours; and
- 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. CFTH 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 CoC Partnership Agreement and HMIS APA,
 - b. The HMIS Lead agency has received signed User License Agreements, and
 - c. The user has successfully completed the HMIS user training, including any related testing;
- 5) Periodically change Partner Agency passwords for security purposes;
- 6) Lock out user accounts after forty-five (45) days of inactivity;
- 7) Comply with the HMIS Privacy Policy and not release personally identifiable information to any person, agency, or organization, unless allowed by the HMIS Privacy Policy; and
- 8) Conduct Partner Agency site visits to ensure compliance with privacy and security 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 everyone 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.; and
- 5) Provide other HMIS-related trainings upon request.

IV. Partner Agency Duties and Responsibilities

The Partner Agency will:

A. GENERAL

- 1) Strictly adhere to all policies and procedures contained in the APA, as it may be amended from time to time, and all of its appendices. A copy of this agreement can be found at www.cfthouston.org, and a signed hard copy may be provided to the Partner Agency.
- 2) Maintain at least **two** active user accounts at any one time.

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 Standards Revised Notice from October 2019) relating to the collection, storage, retrieval, and dissemination of client information;
- 2) Comply with the HMIS Privacy Policies and Procedures;
- 3) Obtain client consent upon the initial visit before any data is collected. The consent can be:
 - a. Written: signed release of information (ROI) form kept in a local file
 - b. Verbal: the client gives oral permission to the witness (intake worker/case manager)
 - c. Inferred (baseline): the agency must post a visible privacy sign at the service site;
- 4) Collect and maintain records of all client informed consents and release of information authorization forms in accordance with the HMIS policies and procedures; and
- 5) Take all reasonably necessary precautions to prevent destructive or malicious programs (including but not limited to viruses or spyware) from being introduced to any part of the HMIS, including users' computers. Employ reasonably appropriate measures to detect virus or spyware infection and deploy all reasonably appropriate resources to efficiently disinfect any affected systems as quickly as possible.

C. DATA QUALITY AND MONITORING

- 1) Become familiar with and fully comply with the latest HMIS Data Quality Plan. This plan is posted on the CFTH website, www.cfthouston.org, and available in hard copy upon request.
- 2) Enter data into the HMIS within the timeframe as specified in the Data Quality Plan;
 - a. 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 program-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 CFTH when a programmatic, personnel, or other issue arises that precludes the Partner Agency from entering the HMIS data within the allowed timeframe;
 - a. By informing the CFTH in a timely fashion, CFTH and the Partner Agency can work together to craft an interim solution that is minimally disruptive to 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, religion, national origin, disability, age, gender, or sexual orientation are entered into HMIS;
- 7) Do not knowingly upload material into 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) Allow the CFTH staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy; and
 - a) This monitoring is limited only to the client information relevant to HMIS data collection.
- 9) Submit required reports to designated Coalition HMIS Team Member on a monthly basis.

D. TRAINING & CONTINUUM OF CARE PARTICIPATION

- 1) Ensure that each Partner Agency HMIS user has attended the appropriate training, has signed the User License Agreement and agreed to it, and has been authorized by CFTH to access the system in accordance with the HMIS policies and procedures;
- 2) Ensure that the Partner Agency program managers or assigned HMIS liaisons attend all quarterly HMIS Forums or other CFTH-sponsored HMIS trainings, stay current with the HMIS policies and procedures, and relate updated information to all HMIS users at his/her Partner Agency;
- 3) Assess the HMIS users' data entry or reporting skills and sign up for additional training if needed; and
- 4) Ensure that designated staff participate in the Homeless Count occurring each year in January according to the following:
 - a) Agencies with over 20 staff – a minimum of two (2) staff per day of the count or
 - b) Agencies with 20 staff or below – a minimum of one (1) staff per day of the count.

E. SECURITY

- 1) Limit HMIS access only to authorized users and follow all HMIS protocols for monitoring those users;
 - a. CFTH may suspend HMIS access to any user or Partner Agency for the purpose of investigating suspicion of breached confidentiality;
- 2) Do not knowingly permit any person to enter or use the HMIS unless and until:
 - a. The person has completed the required HMIS training,
 - b. CFTH has issued that person the appropriate user account and Password, and
 - c. Both the APA and the User License Agreement have been signed and returned to CFTH.
- 3) Maintain copies of all User License Agreements signed by Partner Agency personnel to whom user accounts have been issued;
- 4) Designate a staff person to act as the Partner Agency security officer, responsible for the implementation of the HMIS security procedures at the Partner Agency level;
- 5) Fully comply with the HMIS Privacy Policies and Procedures;
- 6) Not knowingly release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by the HMIS Privacy Policy;
- 7) Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols;
- 8) Develop and adhere to local security standards that should include the following: and
 - a. Products: Physical security (door locks, computer 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)
- 9) Notify CFTH 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.

V. Fees & Cost

- 1) The Coalition for the Homeless (CFTH) does not currently collect an agency Participation Fee prior to HMIS activation for new or renewing agencies. CFTH reserves the right to institute an Agency Participation Fee at any time and without prior notice.
- 2) Cost detail for other associated fees is shown in the HMIS Fee Schedule addendum to the HMIS Policies and Procedures.
- 3) All payments must be issued on a company check and made payable to "Coalition for the Homeless of Houston/Harris County."

VI. Term of Agreement

A. TERM

- 1) This Agency Participation Agreement is effective on date it is countersigned by the CEO or Executive Director on the signature page of this Agreement and shall remain in effect for 1 year ("Initial Term") unless terminated pursuant to paragraph VI B hereof. This Agency Participation Agreement shall automatically renew each year on the anniversary date for up to ten years, subject to termination as provided in paragraph VI B hereof. If the Participating Agency chooses not to renew this Agreement, the CEO or Executive Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.
- 2) Upon execution of this Agreement by all parties, the prior agreement between the Participating Agency and Coalition for the Homeless of Houston/Harris County shall be immediately terminated. This Agreement fully supersedes and replaces the Prior Agreement in its entirety, and the parties acknowledge that no rights, obligations, or liabilities under the Prior Agreement shall survive except as expressly provided herein or as required by applicable law.

B. TERMINATION

- 1) Either party has the right to terminate this APA with a 30-day prior written notice to the other party.
- 2) CFTH reserves the right to amend the APA with a 30-day notice sent to all Partner Agencies;
- 3) If either party believes the other to be in default of any one or more of the terms of this APA, that party will notify the other in writing of such default; and
 - a. The other party shall then have ten (10) days in which to cure such default.
 - b. If such default is cured within such period, this APA will continue in effect.
 - c. If such default is not cured within such period, the non-defaulting party shall have the right to declare the APA to be immediately terminated.
- 4) If this APA is terminated, CFTH 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.



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The signature of the parties hereto indicates their agreement with the above terms and conditions. The Parties have executed this Agreement in multiple copies, each of which is an original.

Agency Name:

Signature:

Title:
Agency CEO/ Executive Director

Date: Click or tap to enter a date.

Coalition for the Homeless of Houston/Harris County

Signature:
Kelly Young

Title:
President & CEO

Date: Click or tap to enter a date.