Agency Partnership Agreement

This agreement is entered into on the _____th day of _____, 20_ _ between the United Way of Central New York, acting as the designated HMIS Lead Agency for the Housing and Homeless Coalition of Central New York (hereinafter "HMIS Lead Agency") and _____(agency name) (hereinafter "Provider Agency") regarding access and use of the Onondaga/Oswego/Cayuga Homeless Management Information System (hereinafter "CNY HMIS").

I. Introduction

The CNY HMIS, a shared homeless database, allows authorized personnel at Provider Agencies throughout the geographic area of Onondaga, Oswego, and Cayuga County to input, use, and receive information concerning their own clients and to share information on common clients subject to the following agreement and in accordance with CNY HMIS Policy.

Required CNY HMIS Goals include:

a) Improved coordinated care for and services to people experiencing homelessness.

b) Meeting reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports.

c) Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.).

Goals participating agencies will agree to work towards if applicable:

a) The opportunity for people experiencing homelessness to access services through self-referral and self-education.

b) Meeting reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports.

c) Delivering timely, credible, quality data about services and homeless people to the community.

d) Expansion to include new providers that serve those experiencing homelessness or who are at risk of homelessness.

e) HMIS Participation by all providers that serve people experiencing homelessness in the Onondaga, Oswego, and Cayuga County.

f) Systematically utilizing the Coordinated Entry System, which includes sending and receiving referrals via the HMIS, and following the Coordinated Entry policy for prioritization.

The HMIS Lead Agency administers the CNY HMIS, contracts with Wellsky, which was previously known as Mediware Information Services to house the HMIS database central

server and limits Provider Agencies' access to the HMIS database. Utilizing a variety of methods[1], HMIS Lead Agency intends to protect, to the utmost of its ability, the CNY HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction.

Designed to benefit multiple stakeholders[2], the CNY HMIS, when used correctly will improve knowledge about people experiencing homelessness or at-risk of homelessness - their services and service needs and may result in a more effective and efficient service delivery system.

II.   Confidentiality
A. The Provider Agency 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[3] or the client's legal guardian[4], unless otherwise provided for in regulations or laws.

> 1.   The Provider Agency 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 Provider Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

> 2.   The Provider Agency will abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of personal information, including the right: to give advance consent prior to disclosures of personal identifying information; to see a copy of CNY HMIS records; to request a correction to CNY HMIS records; to obtain documentation of disclosures of CNY HMIS information; to obtain an explanation of privacy rights and to be informed about how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

> 3.   The Provider Agency will abide by NYS State Laws and Federal Laws related to confidentiality and security of all client level information

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[1] See WellSky ServicePoint manual for further information.
[2] Provider agencies, people experiencing homelessness, HUD, the Onondaga, Oswego, & Cayuga CoC and its members, fund providers and the community.
[3] Anyone who receives services from an agency.

entered into CNY HMIS, and other relevant statutes, rules, and regulations.

4.   The Provider Agency will provide a verbal explanation of the CNY HMIS and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the consent form(s). The Provider Agency shall always provide an ASL interpreter when needed and shall provide any other reasonable accommodations required (in accordance with the ADA) required to assist a person with a disability in understanding the nature of the CNY HMIS and the effect of the consent to disclosure of information.

5.   The Provider Agency <u>will not</u> solicit or input information from clients into the CNY HMIS unless specific information proves essential to provide services, to develop reports and provide data, and/or to conduct evaluations and research. Evaluation and research will only use de-identified client data except in the case when the Provider Agency evaluates and researches its own clients. In all cases, the Provider Agency shall maintain compliance with all state and federal laws regarding research, evaluation and confidentiality of individual client identities.

6.   If a Human Subjects Review Committee or similar committee exists within the Provider Agency, then the Provider Agency, wishing to conduct evaluation or research, must submit its request and be approved by that committee prior to conducting the evaluation or research.

7.   The Provider Agency <u>shall not</u> divulge any confidential information received from the CNY HMIS to any organization or individual without proper written consent by the client (or guardian where appropriate) unless otherwise permitted by relevant regulations or laws.

8.   The Provider Agency shall ensure that every person, before being issued a User Identification and Password to the CNY HMIS, does the following:

    a.   Reads and agrees to abide by this Partnership Agreement.
    b.   Obtains, reads, and agrees to abide by the CNY HMIS Policies and Procedure Manual[5];
    c.   Reads and signs the HMIS Ethics Policy stating an understanding of, and agreement to comply with CNY HMIS confidentiality practices[6],[7];

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[5] One copy of the original HMIS manual and updates are provided by the HMIS LEAD AGENCY. This manual will include information on how to use the CNY HMIS as well as basic steps to ensure confidentiality.

  d. Understands and agrees that they shall not share or reveal that information to anyone by written or verbal means.

9. The Provider Agency will work with the System Administrator to assign the security protocols for each of its providers based on restrictions necessary to meet New York State Law.

10. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become a designated CNY HMIS Agency Administrator through specific training provided by the HMIS Lead Agency. and agrees to attend or send a representative to the CNY HMIS Data Administrator Committee meetings.

11. The Provider Agency understands that all client information will be encrypted [8] on a file server physically located in a locked office with controlled access, at the offices of Wellsky located at 333 Texas Street, Suite 300, Shreveport, Louisiana 71101.

12. Each provider agency must designate a security officer responsible for ensuring compliance with applicable security standards.

B. The Provider Agency agrees to document, via a signed <u>CNY HMIS Client Consent</u> form, a client's (or guardian's when appropriate) understanding and consent for all client information entered into a central database and the reasons for this entry is viewable to specified HMIS Provider Agencies. Furthermore,

  1. An individual client (or guardian) must give informed client consent by understanding and signing the release form at the Provider Agency prior to the Provider Agency inputting the release of information into CNY HMIS, which allows the sharing any client information across the system.

  2. The completed Release form provides:

   a. Information to the client regarding basic identifying client data as well as project specific data to be entered into a shared database.
   b. Release of service transaction information to be shared for report purposes; and
   c. Client release authorizing the sharing of basic client identifying information among CNY HMIS Provider Agencies within the database.

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[6]The Provider Agency will be responsible for managing any of its own requirements that individual employees comply with CNY HMIS confidentiality practices, such as having employee's sign ethics form provided by the HMIS LEAD AGENCY.
[7] See Code of Ethics form
[8] See WellSky ServicePoint Manual for encryption specifications.

d. Any sharing of information outside of the CNY HMIS database requires a second release form at the Provider Agency that the client must agree to.

3. If a client denies authorization to share Agency/Project level identifying information and service data via the CNY HMIS any data entered by that Provider Agency will not be visible to other Provider Agencies/Projects.

4. When circumstances arise that require a client file to be locked down from all aspects of visibility, specifically personal identifying information (PII), which includes name, DOB, SSN, race and gender, the System Administrator will **Either**:

a. Mark a Client Profile section within ServicePoint restricted. **OR**
b. A client will be entered with an alias.

5. The Provider Agency will incorporate a CNY HMIS Clause into existing Provider Agency Authorization for Release of Information form(s) if the Provider Agency intends to share confidential client data within the CNY HMIS. The Provider Agency's modified Authorization for Release of Information form(s) will be used when offering a client, the opportunity to share information with the CNY HMIS beyond basic identifying data and service information. The Provider Agency will communicate to the client what information, beyond basic identifying data and services will be shared if client consent is given. The Provider Agency will communicate to the client that while the Provider Agency can restrict information to be shared with select agencies, other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the CNY HMIS Partnership Agreement. Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records.

6. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality. The HMIS Lead Agency[9] will ensure and conduct periodic monitoring and reviews with Provider Agencies to enforce informed consent standards, including:

a. Appropriate documentation indicating client awareness and consent of data being entered into central database; and
b. Consent to release certain information outside of CNY HMIS.

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[9] The HMIS Lead Agency may conduct these reviews or may accept a similar review by another organization as evidence of Provider Agency compliance.

7.   The Provider Agency agrees to place all Client Authorization for Release of Information forms related to the CNY HMIS in a file to be located at the Provider Agency's business address and that such forms be made available to the CoC for periodic audits. The Provider Agency will retain these CNY HMIS-related Authorization for Release of Information forms for a period of seven years upon expiration, after which time the forms will be discarded in a manner ensuring un-compromised client confidentiality.

8.   The Provider Agency understands that to print a client's record, the Provider Agency must only print information that was entered into CNY HMIS by their Provider Agency, and it is prohibited to print information entered by another Provider Agency.

C. Each Provider Agency is responsible for the client data entered by all projects under that Provider Agency in CNY HMIS. However, as a partner in the CNYHMIS, each agency agrees to share data with other organizations, including organizations outside of CNY HMIS users, provided no client identifiers are shared. Unless restricted by New York State Law.

1.   In the event the CNY HMIS ceases to exist, the HMIS Lead Agency will notify Provider Agencies and provide a six-month time period for the Provider Agencies to access and save agency specific client data, statistical data and frequency data from the entire system. Then, the centralized server database will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregated state.

2.   In the event the HMIS Lead Agency ceases to operate the HMIS, another organization will administer and take custodianship of the data. The HMIS Lead Agency or its successor Agency will inform, in a timely manner, all Provider Agencies.

3.   If the Provider Agency ceases to exist, it shall notify and work with the HMIS Lead Agency to determine the appropriate disposition of Provider Agency's data, including the transfer of the data to a successor agency.

4.   If the Provider Agency chooses to withdraw from the HMIS, the Provider Agency shall notify the HMIS Lead Agency of intended withdrawal date. The HMIS Lead Agency shall allow sixty days for the Provider Agency to access and save agency specific client data, statistical data and frequency data from the entire system. The Provider Agency is financially responsible for extracting its data.

5.   In the event WellSky ceases to exist, the HMIS Lead Agency will notify Provider Agencies in a timely manner of the expected result of this event.

II. Data Entry and End User Operations

    A.   User Identification and Passwords **are not** permitted to be shared among users.

    B.   If a Provider Agency has access to a client's basic identifying information, non-confidential service transactions and confidential information and service records, it will be generally understood that a client gave consent for such access. However, before a Provider Agency can update, edit, or print such information, it must have informed client consent, evidenced by a <u>current</u> standard CNY HMIS Authorization to Release form in writing pertaining to basic identifying data and/or a Provider Agency modified form with a CNY HMIS Clause pertaining to confidential information.

    C.   If a client has previously given permission to multiple agencies for them to have access to her/his information, beyond basic identifying information and service transactions, and then chooses to eliminate one or more of these agencies, the Provider Agency where the request is made will then submit a request in writing to the System Administrator to either close the entire record, or simply restrict portions of the record to the other agency or agencies.

    D.   In the event a client wishes to lock down all visibility to their HMIS record, the client will send a written request by the client, which will be sent to the System Administrator to lock the client record. Information about a client whose record has been "hidden" will remain in the central database for a period as required by law or the agency policy and will remain accessible by the Provider Agency, which provided services to the client for reporting purposes. This record will, however, be restricted for use or viewing by other HMIS participating agencies with the exception of System Administrators and Agency Administrators with higher access to the system.

    E.   The End User or Provider Agency shall enter information in the HMIS about individuals for whom they complete an intake.

    F.   End Users or Provider Agency shall not enter any fictitious or misleading client data on an individual or family in the HMIS.

    G.   The End Users or Provider Agency <u>shall not</u> misrepresent the number of clients served or the type of services / beds provided in the HMIS by entering known, inaccurate information (i.e., Provider Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).

H.   End Users of a Provider Agency shall enter information into the CNY HMIS according to agency and CNY HMIS adopted standards and will strive for real-time, or close to real-time, data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the CNY HMIS within one business day. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into the CNY HMIS.

I.   All End Users of a Provider Agency understand that a modified agency Authorization to Release Information form, with the added CNY HMIS Clause, permits it to share confidential client information with select agencies.

J.   The End User of a Provider Agency understand that only the individual who created the assessment screens, or an authorized person[10] by originating agency can edit assessment screens. The Provider Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.

K.   Discriminatory comments by an employee, volunteer, or other person acting on behalf of the Provider Agency based on race, color, religion, national origin, ancestry, handicap, age, sex, gender identity and sexual orientation <u>are not</u> permitted in the CNY HMIS. Offensive language and profanity <u>are not</u> permitted in the CNY HMIS. This does not apply to the input of direct quotes by a client **IF** the Provider Agency believes that it is essential to enter these comments for assessment, service, and treatment purposes.

L.   The End Users of a Provider Agency will utilize the CNY HMIS for business purposes only.

M.   The End Users of a Provider Agency understand the HMIS Lead Agency will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of the CNY HMIS. This information is to then be communicated to additional staff using the CNY HMIS within the Provider Agency.

N.   The End Users of a Provider Agency understand the HMIS Lead Agency will provide a help desk with technical support according to the following:

Severity Code Response Times:

Severity	Description	System Administrator (SA) Response
1	Major system or component is inoperative	Contact WellSky within 15 minutes and notify HMIS LEAD AGENCY of action plan

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[10] Individual is employed or authorized to change information by originating agency.

	which is critical to the Agency's business.	and resolution within 1 hour.
2	Agency is impacted by service delay but is still able to maintain business function.	During normal business hours, the HHC will initiate problem resolution within four hours and notify Agency of action plan and resolution within 6 hours.
3	The problem has a reasonable circumvention and agency can continue with little loss of efficiency.	During normal business hours, initiate problem resolution within eight hours and notify Agency of action plan within 12 hours.
4	The call requires minor action or is for informational purposes only.	Response time within 24 hours.

O. The Provider Agency will keep updated virus protection software on agency computers that access the CNY HMIS.[11]

P. Transmission of material in violation of any United States federal or state law or regulation 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.

Q. The End Users of a Provider Agency will not use the CNY HMIS with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.

R. The End Users of a Provider Agency recognizes the Data Administrators Group will serve as a discussion center regarding the CNY HMIS, including CNY HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Provider Agency will designate an Agency staff member to attend Data Administrator Committee meetings regularly and understands that the HMIS Lead Agency will continue to be responsible for coordinating the Administrators Committee activities.

S. The End Users of a Provider Agency acknowledges that other agencies will periodically have access to de-identified data on the central database. To ensure the information generated by or through the CNY HMIS presents an accurate picture of homelessness and services to people experiencing homeless in the Onondaga, Oswego, and Cayuga County

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[11] Provider Agency assumes financial responsibility for virus protection software.

region, the Provider Agency will enter data in a timely and accurate manner.

T.   Each Provider Agency assumes responsibility for its staff and users' compliance regarding requirements for data entry and use of the CNY HMIS. To assess the quality of data and reports generated by the system, the HMIS Lead Agency[12] will conduct periodic monitoring and reviews on data. These include and are not limited to the following:

1. Quality of data entered by Provider Agencies, including
   a. Inappropriate and/or duplicate records,
   b. Untimely and/or inaccurate information, and
   c. Missing required data elements.
2. Operation of the software; and
3. Reporting functionality.

U.   Provider Agencies must notify HMIS Lead Agency in writing of any changes to User ID including, but not limited to, new personnel, and released or terminated personnel.

V.   End Users of a Provider Agency will receive security awareness training prior to being given access to HMIS and annually, that reflects the policies of the CoC and requirements of the HMIS Security Standards.

IV.   Reports
A.   The Provider Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

B.   The Provider Agency understands that it may have access to personally identifiable client information even if the Provider Agency has not served the client or obtained a client's Consent to Release Information form. The Provider Agency agrees to **not report or release** any identifiable client information on clients that the Provider Agency has not served or obtained a signed Consent to Release Information form.

V.   Proprietary Rights and Database Integrity
A.   The Provider Agency shall not give, or share assigned user identification and passwords to access the CNY HMIS with any other organization, governmental entity, business, or individual.

B.   The Provider Agency shall not cause in any manner, or way, corruption of the CNY HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by the HMIS Lead Agency

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[12] The HMIS Lead Agency, may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Provider Agency.

or any computer system or network related to the CNY HMIS will result in immediate suspension of services and the HMIS Lead Agency will pursue all appropriate legal action.

VI.   Hold Harmless

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

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

C.   The Provider Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars ($500,000). Said insurance policy shall include coverage for theft or damage of the Provider Agency's CNY HMIS-related hardware and software, as well as coverage of Provider Agency's indemnification obligations under this Agreement.

VIII.   Dispute Resolution and Appeals

A.   If a Dispute arises out of this Agreement, the Provider Agency shall make every effort to address and resolve those issues with the Director of the HHC.

B.   If the Director of the HHC and the Provider Agency are unable to reach a solution, either party may raise the issue to the HHC Executive Committee for a solution.

C.   The HHC Executive Committee will make every effort to resolve the issue; however, if the issue cannot be adequately resolved at this level, the HHC Executive Committee shall recommend a process to reach resolution.

IX.   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 understandings, oral and written, relating to the subject matter of this Agreement.

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, breeches of this agreement. Should such a situation arise, the HMIS Lead Agency may immediately suspend access to the CNY HMIS until the allegations are resolved in order to protect the integrity of the system.

1.   When the HMIS Lead Agency becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Provider Agency prior to taking action.

2.   If HMIS Lead Agency believes that the breach by a Provider Agency's such that it may damage the integrity of the central database and the information in the central database for the

Provider Agency or any other Agency, it may take immediate steps to suspend the Provider Agency's access to the CNY HMIS prior to addressing the concerns with the Executive Director of the Provider Agency. The HMIS Lead Agency will then address the concern with the Executive Director of the Provider Agency to resolve the issue.

3. If the concern is not resolved satisfactorily between the HMIS Lead Agency and the Executive Director of the Provider Agency, the HMIS Lead Agency shall consult with the HHC Executive Committee prior to taking further action.

4. Action with a Provider Agency may include the provision of training and technical assistance, suspension of access to the central database or other appropriate measures to ensure that the data integrity is maintained.

D. If a Provider Agency believes that the action taken is not appropriate, or it cannot meet the conditions of the decision, it may appeal the action to the full HHC Advisory Board. Decisions by the Board are final; however, all parties will make every attempt to reach reasonable resolution for the Provider Agency.

E. This agreement may be modified or amended by a written agreement executed by both parties with 30 days' advance written notice.

Use of the CNY HMIS constitutes acceptance of these Terms and Conditions, and to any and all updates that occur to future drafts of this document.

_____   _____
Executive Director/ Equivalent Signature   Date (d/m/y)

_____
Name and Address of Provider Agency

_____   _____
Printed Name of (Provider Agency) Executive Director   Date (d/m/y)

_____   _____
Primary Voting Agency Administrator Name   Date (d/m/y)

_____   _____
Secondary Voting Agency Administrator Name   Date (d/m/y)

_____   _____
Sarah Schutt   Date (d/m/y)
HMIS Lead Agency
System Administrator
United Way of Central New York
Housing & Homeless Coalition of Central New York