Cincinnati/Hamilton County CoC Agency Participation Agreement

I.   BACKGROUND AND PURPOSE

A Homeless Management Information System (HMIS) is a local information technology system 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. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The HMIS designated by the Cincinnati/Hamilton County Continuum of Care (CoC) is Clarity, by Bitfocus.

Through a set of standard data elements, 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, as defined by HUD, over time. Specifically, within HUD's definition, an 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 local strategic planning and service implementation. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in affordable housing development and 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 service system 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.

At a national level, Cincinnati/Hamilton County CoC has been considered a leader in data collection and analysis. Maintaining high quality data collection and analysis are significant factors in remaining competitive in the CoC annual funding process.

The purpose of this Agency Participation Agreement (APA) is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS. All parties to this agreement envision the operation of our HMIS as a collaborative effort and that the terms of the APA should be uniform among partner agencies. However, as a collaborative, if it is determined that the APA needs to be updated, revised or amended as conditions of implementation of the HMIS and ongoing service requirements dictate, Strategies to End Homelessness, a Partner Agency or the CoC Board, known locally and referred to herein as the Homeless Clearinghouse, may request that revisions to this agreement be voted upon by the Homeless Clearinghouse as governing body of the CoC.

Users of the HMIS share a common interest in serving the people experiencing or at risk of homelessness while administering public and private funds in accordance with regulations and requirements and meeting all reporting requirements outlined by funders.

II.   GENERAL PROVISIONS

A.   AGREEMENT, UNDERSTANDING, AND RESPONSIBILITIES

The Cincinnati/Hamilton County CoC has designated Strategies to End Homelessness (STEH) as the HMIS Lead Agency, referred to herein as the HMIS Lead. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become HMIS Partner Agencies. A Partner Agency is defined as any agency who contributes data to the HMIS. Depending on the funding source for a particular provider, HMIS participation may be either optional or required. Victim service providers covered by the Violence Against Women Act (VAWA) are not required to be direct clients in HMIS. Instead, victim service providers use a comparable database HMIS solution and contribute to the local CoC data analysis by providing de-identified data to the HMIS Lead.

The HMIS Lead 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, any identified enhancements and upgrades of the software. The Partner Agency is responsible for making client level data available in the HMIS according to program type requirements. Detailed responsibilities are listed in the sections below.

B.   SCOPE

This APA addresses the respective responsibilities of the HMIS Lead and the Partner Agency for ongoing HMIS service and activities. As a means of ensuring an effective, efficient, and secure system, the responsibilities of each party are clearly defined herein, specifically regarding: confidentiality, reporting requirements, training, policies and procedures, and hardware and software for the HMIS. All appendices referenced in this agreement are also part of the agreement. The HMIS Lead and the Partner Agency are expected to abide by all applicable laws.

III.   HMIS LEAD DUTIES AND RESPONSIBILITIES

Under this APA and under the oversight of The CoC through the Homeless Clearinghouse, the HMIS Lead will:

A.   GENERAL

1) In consultation with the Homeless Clearinghouse, contract with the HMIS Software Provider, administer the HMIS program, implement program standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures to evaluate its effectiveness.

2) Be the sole liaison between the Partner Agency and the HMIS Software Provider with user questions concerning the software being directed only to the HMIS Lead.

3) Develop, implement, and maintain Privacy and Security Plan in consultation with the Clearinghouse.

4) Provide a standard HMIS training including use of the HMIS software and necessary data collection; and technical support regarding use of the HMIS software and customization available within the limitations of the HMIS software to all Partner Agencies.

5) Notify the Partner Agency of HMIS failure, errors, and/or problems as soon as reasonably practicable upon discovery.

6) Provide helpdesk service on Business days.[1]

7) Hold Partner Agency harmless and indemnify it/them from any and all damages, liabilities, claims, and expenses that may be claimed by any third parties arising from a separate Partner Agency's conduct under this agreement, provided the conduct of said separate Partner Agency and/or it agents and/or employees was reasonable and was legal under applicable laws.

8) Refrain from publishing reports on client data that identify specific Partner Agency or persons, without prior Partner Agency (and where necessary, client) permission. Reports otherwise published will be limited to the presentation of aggregated data. Exceptions to this requirement will be:

   a. Any reports required by funders that identify specific Partner Agency, where said Partner Agency directly participates in the funding and/or services provided for by the funding, and/or

   b. Reports authorized by the Homeless Clearinghouse or requested by a designated Workgroup for the purposes of conducting the business of the CoC, where such reports do not identify specific persons.

B.   PRIVACY, CONFIDENTIALITY AND SECURITY

1) Maintain all client-identifying information in strictest confidence, by methods including using the latest available, commercially reasonable technology. The HMIS Lead may suspend HMIS access to any user or Partner Agency to investigate reasonable 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 to detect violations of information security protocols and, in conjunction with the HMIS software, maintain audit logs of changes made to the information contained within the database.

4) Issue user accounts and passwords for HMIS users provided that:

   a. The Partner Agency has signed the HMIS APA;

   b. The Partner Agency is current on participation fees; and

   c. The user has completed an HMIS training

5) Periodically notify Partner Agency staff to change passwords for security purposes and disable user accounts after 90 days of inactivity

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[1] Business days are Monday through Friday, except for observed holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day (federally observed date), Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day.

6) Comply with the HMIS Security and Privacy Policy and not release personally identifiable information (PII) to any person, agency, or organization, unless allowed by the HMIS Security and Privacy Plan.
7) Set up and maintain inter-agency data sharing options in the HMIS per Partner Agency requests.
8) Conduct Partner Agency site visits to monitor compliance with HMIS Security and Privacy Plan as needed.

C.   USER TRAINING AND PROGRAM SETUP

1) Provide Train-the-Trainer style user support to Point of Contact, or approved designee, at the Partner Agency, upon request by a Partner Agency Point of Contact. A Partner Agency may then provide internal user training and basic user support for their HMIS users.
2) In conjunction with and/or at the request of Partner Agency, be available to conduct the initial software training for new HMIS users.
3) Provide training materials as needed, to the HMIS Point of Contact or other designated staff at the Partner Agency, and to individuals who attend or provide trainings.
4) Set up Partner Agency project(s) according to the HMIS Data Standards with Partner Agency input, including related grants, services, assessments, housing units, and other applicable options in the HMIS software.
5) Set up Partner Agency project(s) to collect required data collection requirements based on requirements defined by the Homeless Clearinghouse and Partner Agency input.
6) Provide additional training according to the user role, program type, or specific activities. These trainings may include classroom refreshers, reporting training, group webinars, one-on-one instructions, etc.

IV.   PARTNER AGENCY DUTIES AND RESPONSIBILITIES

Under this APA, the Partner Agency will:

A.   GENERAL

1) Review and strictly adhere to all current policies and procedures which are contained in this APA and all of its appendices, which appendices are equally in force as if fully contained within the four corners of this document, keeping abreast of amendments to all said documents as may periodically be enacted by the Homeless Clearinghouse**.**   A copy of this agreement and the current HMIS Policies and Procedures Manual can be found on the STEH website at www.strategiestoendhomelessness.org/ and is available in hard copy upon request.
2) Hold the HMIS Lead harmless and indemnify it from any and all damages, liabilities, claims, losses, costs and expenses that may be claimed by any third parties arising from the Partner Agency's conduct under this agreement.
3) Maintain at least one active user account on the HMIS at any given time.

B.   PRIVACY AND CONFIDENTIALITY

1) Comply with all federal and state laws and regulations, and with all HMIS policies and procedures (at the time of signature, including the 2004 HUD HMIS Data and Technical Standards Final Notice, current HMIS Data Dictionary and current HMIS Data Standards Manual) relating to the collection, storage, retrieval, and dissemination of client information.

2) Comply with the HMIS Security and Privacy Plan, the HMIS Data Quality Plan and the HMIS Privacy Notice & Client Consent Form as approved by the Homeless Clearinghouse.

3) Review HMIS consent via the HMIS Privacy Notice & Client Consent Form at the initial encounter with each client and upon expiration of any prior consent by that client.

4) Obtain and maintain client HMIS consent or refusal at the initial encounter with each client and before any data is shared through the HMIS. The consent can be:

   a. Written: signed HMIS Privacy Notice & Client Consent Form kept in a local file of the agency

   b. Written: signed HMIS Privacy Notice & Client Consent Form uploaded to the HMIS

   c. Digital: Digitally signed HMIS Privacy Notice & Client Consent Form available within the HMIS

   d.   Verbal consent in the case of a Coordinated Access Point (CAP) client and consistent with the CoC Policy: Obtaining Consent for Callers on the Central Access Point line.

   e. Household consent for dependents. A head of household may provide consent for a minor or dependent in their same household.

5) Agree that clients, or potential clients, currently fleeing domestic violence, dating violence, sexual assault or stalking situations will not be required to provide consent to receive services from the Partner Agency.

6) Agree that clients, or potential clients, who do not want to provide PII within the HMIS will not be required to provide consent to receive services from the Partner Agency.

7) Post the HMIS Privacy Notice & Client Consent Form in at least the main common areas as well as any intake offices/rooms at the service site.

8) Take all 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 appropriate measures to detect virus or spyware infection and deploy all appropriate resources to disinfect any affected systems as quickly and efficiently as possible.

   a. Immediately inform the HMIS Lead of any possibility of destructive or malicious programs that could affect the HMIS.

C.   DATA AVAILABILITY, QUALITY AND MONITORING

1) Be familiar and fully comply with the latest HMIS Data Quality Plan. This plan will be posted on the STEH website and will be available in hard copy upon request.

2) Enter data into or make data available through acceptable data exchange methods in accordance with the policies and procedures outlined in this agreement. Timely data entry prevents duplication of client records and other shared transactions, such as enrollments and services. It also provides for good quality data for both program-specific and aggregate reports.

3) If choosing to use a data exchange option, the HMIS Lead will provide as much support as reasonably possible to ensure the options available are set-up and maintained to work with the agency's preferred software vendor. However, if a Partner Agency has chosen to provide data to the HMIS through data exchange [either through an Application Program Interface (API) or export/import], it is the Partner Agency's responsibility to:

   a. Pay all costs and fees associated with the alternative collection software vendor including any costs or fees associated with the set-up of the data exchange
   b. Ensure data collection within the alternative software is compliant with the most current HMIS data standards
   c. Confirm all HMIS data entered into the alternative software is imported into the HMIS consistent with quality and timeliness standards outlined in the HMIS Data Quality Plan.
   d. Correct any discrepancies or duplications that occur during the data exchange process, or alert the HMIS Lead as soon as any discrepancies or duplications occur that the Partner Agency is unable to address.
   e. Alert the HMIS Lead as soon as possible if the data exchange process stops working in any capacity that would interfere with the Partner Agency's compliance with this APA, the HMIS Policy and Procedures Manual and/or HMIS Data Quality Plan. The HMIS Lead agrees to make commercially reasonable efforts to assist in maintaining the approved API. If in the event the API fails, the HMIS Lead will work with the Partner Agency and the Homeless Clearinghouse to ensure that the HMIS Lead Agency, the Partner Agency and the CoC as a whole are maintaining HMIS obligations to HUD.
   f. Manage all expectations and requirements with the alternative software vendor including initiating any coordination between the alternative software vendor and the HMIS Lead. Notify the HMIS Lead of the specific deliverables and requirements to initiate or maintain the data exchange. The HMIS Lead will then coordinate any required collaboration with Bitfocus, once notified by the Partner Agency.

4) Collect all HUD and Homeless Clearinghouse approved mandatory data elements, according to the data completeness and accuracy requirements.

5) Take all steps reasonably necessary to verify the information provided by clients for entry into the HMIS, and to see that the data is correctly entered into the HMIS by the users.

6) Notify the HMIS Lead as soon as practicable when a programmatic, personnel, or other HMIS data entry issue arises which the Partner Agency cannot themselves remedy in a reasonable time. The HMIS Lead and the Partner Agency agree to try to work together to craft an interim solution that is minimally disruptive to the HMIS as a whole.

7) Take all steps reasonably necessary to ensure that all data entered into the HMIS is respectful of clients served and their privacy including any public alerts, assessments, or notes that may be viewed by staff at your agency or other agencies. Other than necessary transcription of incident reports involving clients, no profanity, offensive language, malicious information or discriminatory comments based on race, transgendered status, ethnicity, religion, national origin, disability, age, gender, or sexual orientation should be entered into the HMIS.

8) Not upload material into the HMIS that violates 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.

9) Monitor data quality and provide basic user support as needed to ensure optimum data quality.

10) Allow the HMIS Lead to conduct periodic monitoring in accordance with the HMIS Data Quality Plan including reviews of the original documentation in client files in whatever format in which they are kept (paper, digital, etc.) to ensure data accuracy. For the purposes of this clause, this monitoring is limited only to the client information relevant to HMIS data collection and is not intended to impose significant administrative burden on a given agency.

11) Any agency who contributes HMIS data agrees to subject itself to the jurisdiction of the HMIS Lead Agency's monitoring, as well as the monitoring subcommittee of the Homeless Clearinghouse and its recommendations pertaining specifically to the areas of data quality, privacy and security.

D.   TRAINING

1) Ensure that each user has participated in the appropriate training (provided in-house at the Partner Agency or through HMIS Lead-offered training), has agreed to and signed a User Agreement, and has been authorized by the HMIS Lead to access the system in accordance with all HMIS policies and procedures.

2) Appoint one or more staff to be the HMIS primary Point of Contact and the Security Officer.

3) Ensure that the Point of Contact, Security Officer, HMIS Agency Manager user, or their appointed designee at the Partner Agency attend sufficient relevant trainings, meetings and/or other HMIS Lead-sponsored HMIS events. These meetings and events are designed to help Partner Agency staff stay current with the HMIS Policies and Procedures, HMIS features and functionality, and user support issues. The Point of Contact, or their designee, who attends these meetings and events will be responsible to relay updated information to all HMIS users at the Partner Agency.

4) Ensure the HMIS users' data entry or reporting skills are accurate and provide or initiate additional training if needed.

E.   SECURITY

1) Limit HMIS data access only to authorized users and follow all HMIS protocols for monitoring those users. The HMIS Lead reserves the right to terminate access to any HMIS user or Partner Agency who breaches client confidentiality or system security protocols.

2) Not permit any person to enter or use the HMIS unless:
    a. The person has completed the required HMIS training;
    b. The HMIS Lead has issued that person the appropriate user account and password; and
    c. Both the APA and the individual HMIS User Agreement have been signed and made available to the HMIS Lead by:
        i. Signing digitally within the HMIS;

ii.   Providing a scanned signed copy to the HMIS Lead; or

iii.   Providing a paper signed copy to the HMIS Lead;

3) 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.

4) Fully comply with the HMIS Data Quality Plan, the HMIS Security and Privacy Plan and the HMIS Privacy Notice & Client Consent Form, and the HMIS Policy and Procedures Manual.

5) Not release any HMIS client level data and/or PII to any person or organization, unless such release is in accordance with the HMIS Privacy Notice & Client Consent Form and the Security and Privacy Plan.

6) Develop an internal procedure to be used in the event of a violation of the HMIS Security and Privacy Plan.

7) Complete an annual security self-assessment for all agency users and Web-based applications workstations (including those using alternative databases or applications to collect HMIS data).

8) Notify the HMIS Lead within one (1) business day of the separation from the Partner Agency of any actively engaged staff member who was a user of the HMIS. Notification should preferably occur by close of business on the day of separation of that staff member.

V.   PARTNER AGENCY FEES

A.   AGENCY PARTICIPATION COSTS

1) HMIS fees will be set forth in a separate HMIS Fee Structure Agreement, referred to herein as an appendix. The fee structure for a given calendar year will be deliberated and voted upon by the Homeless Clearinghouse. The contract term of a given HMIS Fee Structure Agreement will be one calendar year, from January 1st through December 31st of a given year. In order that the Homeless Clearinghouse would have time to deliberate and vote on said changes, as well as inform the community with reasonable notice, the goal is that proposed changes to the fee structure for a given upcoming year will be presented to the Homeless Clearinghouse by October 31st of the year preceding when the changes are to take effect.

2) To the extent the Homeless Clearinghouse does change the fee structure for a given upcoming year, participating agencies would then sign a new HMIS Fee Structure Agreement which would then be incorporated into this APA.

3) Costs associated with HMIS customization will be assessed based on the requirements of the customization. Customization which does not require custom development or programming by Bitfocus (custom data collection fields on profile, enrollment or exit screen and custom assessments) may be included in the participation fees to the extent the HMIS Lead can configure these fields in the HMIS. Customization which requires custom development or programming from Bitfocus may require additional costs to the Partner Agency.

B.   PAYMENTS

1) The Partner Agency is allowed a thirty (30) day grace period to pay any agency or project fee.

2) All payments must be issued on a company check or through on an online bill payment system and made payable to Strategies to End Homelessness. Payments will not be deducted from program reimbursement, unless or until a given project fails to pay its

fees and the grace period has expired.

   3) Subject to and only following the aforementioned grace period, the HMIS Lead reserves the right to suspend Partner Agency user licenses until full payment is received

   4) Payments made to Strategies to End Homelessness for user fees cannot be used to match federal awards without prior approval from the HMIS Lead.

VI. TERM OF AGREEMENT

A. TERM

This APA becomes effective when signed by both parties and shall remain in effect unless terminated according to paragraph VI. (C) hereof or a newer revised APA is signed by both parties. The goal of this agreement is that it remain in place for the duration of the calendar year in which it is signed and thereafter unless or until the terms of the agreement are amended by approval of the Homeless Clearinghouse. The HMIS Fee Structure Agreement would be signed separately, the contract term to be defined as outlined in Section V. (A)(1) above.

B. AMENDMENT

Any party may propose changes to this agreement. Said proposals are to be presented to the Homeless Clearinghouse for deliberation and vote following a community comment period.

1) Proposed changes are to be submitted to the Director of Planning and Evaluation at the HMIS Lead by the 1st of a given calendar month, for delivery to the Steering Team of the Homeless Clearinghouse.

2) The Steering Team will consider the change at its monthly meeting and thereafter present the proposed change to the Homeless Clearinghouse at the next immediately following meeting of the Homeless Clearinghouse.

3) As soon as reasonably practicable, following that Homeless Clearinghouse meeting, all HMIS Partner Agencies will be notified of the proposed change via email.

4) This notification to all the HMIS Partner Agencies will mark the commencement of a one-month open comment period for Homeless Clearinghouse members and all HMIS Partner Agencies to submit comments, counter-proposals, further revisions, etc., regarding the proposed change(s).

5) Comments are likewise to be submitted to the Director of Planning and Evaluation at the HMIS Lead via email, which will then be compiled and/or communicated to the Homeless Clearinghouse and HMIS Partner Agencies.

6) The proposed amendment will be voted upon by the Homeless Clearinghouse at the next successive monthly Homeless Clearinghouse meeting, which generally occurs on the third Friday of a month. Thereupon voting, the decision of the Homeless Clearinghouse will stand.

7) During the pendency of any open comment period, all parties are expected to continue abiding by the terms of this Agreement as then currently in force.

C. TERMINATION

1) Termination without cause: A Partner Agency has the right to terminate this APA without cause with 90-days prior written notice to the other party.

2) Termination with cause: If either party believes the other to be in default of any one or more of the material terms of this APA, that party will notify the other in writing of such default. The other party shall then have thirty (30) days in which to cure such default unless both parties agree to a longer period of time. If such default is cured within such period, this APA will continue in effect. 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.

3) If this APA is terminated, whether with or without cause, the HMIS Lead and its remaining Partner Agencies shall retain their right to the use of all HUD Standard Data Elements client data previously entered by the terminating Partner Agency, subject to any restrictions requested by individual clientsThe HMIS Lead will make every effort to provide the Partner Agency with a complete export of all data entered into the HMIS by the Partner Agency.

4) Service providers in this CoC who are required to become HMIS Partner Agencies based on funding sources may be forfeiting funding from those sources upon termination of this agreement.

D.   APPENDICIES

The following appendices are incorporated herein as part of this APA:

1) HMIS Policy and Procedures Manual, including the HMIS Security and Privacy Plan and the HMIS Data Quality Plan
2) HMIS User Agreement
3) HMIS Privacy Notice & Client Consent Form
4) HMIS Fee Structure Agreement

E.   SEVERABILITY

If any individual clause, or portion of a clause, in this agreement is considered invalid under the rule of law, it shall not impact the enforceability of any of the remaining clauses of this agreement, which on its whole shall continue to be valid and in full effect. To the extent possible, any unenforceable or invalid clause in this agreement shall be modified to show the original intention of the parties and thus the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve this agreement to the fullest possible extent. The Homeless Clearinghouse will be notified of any such modifications.

F.   REMEDIES

The parties' primary goal is to work together for the common good of all parties hereto. However, should exercise of a particular clause be determined necessary in a given instance, any specific right or remedy provided in this contract will not be exclusive to the exercise of other remedies provided herein.

G.   WAIVER

Failure of any party in a given instance to insist on strict compliance with any particular term or clause of this agreement shall not be deemed a waiver of such term or clause, or of any similar right or power contained herein at any subsequent time.

The signature of the parties hereto indicates their agreement with the above terms and conditions.

AGENCY NAME _____

By_____Date _____

Print Name_____

Strategies to End Homelessness

By _____ Date _____

      Kevin Finn

      President/CEO Strategies to End Homelessness