Nashville-Davidson County HMIS: **HMIS Participating Agency Agreement**

The Nashville-Davidson County Homelessness Management Information System (HMIS) is a web-based database that is used by homeless service organizations across Nashville-Davidson County to record and store client-level information about the numbers, characteristics, and needs of persons experiencing homelessness and those at risk of homelessness. The implementation of Nashville-Davidson County's HMIS is administered by the Homeless Impact Division of Metro Social Services (MHID) and the HMIS software vendor, WellSky. WellSky administers the central server, and MHID administers user and agency licensing, training, and compliance.

In this agreement the following definitions apply: MHID is the "System Administrator," an Agency participating in the HMIS is a "Participating Agency;" a consumer of services is a "Client;", a Participating Agency's program is an "HMIS Project;", and, the Agency named as a party to this Agreement is the "Agency."

I. **Responsibilities**
   a. The **responsibilities of the Agency** related to this Agreement include the following:
      i. Abide by the HMIS Policies and Procedures Manual;
      ii. Maintain a high level of HMIS data quality according to the most updated data quality plan;
      iii. Seek assistance from the HMIS Lead when there are questions about HMIS and HMIS data quality;
      iv. Be responsive to questions and requests from both the HMIS Lead and Continuum of Care (CoC) related to HMIS data quality; and
      v. Inform the HMIS Lead when changes occur within the Agency that specifically relate to HMIS and/or HMIS data quality, including but not limited to:
         1. Inform the HMIS Lead when an existing HMIS user no longer needs access to the system, within 3 business days of no longer needing access;
         2. Inform the HMIS Lead when a new user needs to receive training on HMIS data entry;
         3. Inform the HMIS Lead when an existing HMIS project ends, at least 21 days prior to the project's termination;
         4. Inform the HMIS Lead when a new HMIS project needs to be created, at least 21 days prior to the project's beginning; and,
         5. Notify the HMIS Lead of any changes in bed or unit capacity for residential projects.
   b. The **responsibilities of the HMIS Lead** related to this Agreement include the following:
      i. Provide sufficient training, resources, materials, and follow-up to the Agency and its HMIS users to ensure a high level of understanding related to entering data into HMIS;
      ii. Respond to the Agency's questions and concerns related to HMIS and HMIS data quality;
      iii. Provide tools for the Agency to monitor its own data quality in HMIS; and
      iv. Ensure that the Agency and its HMIS users understand the data entry requirements related to the specific projects this organization enters into HMIS.
   c. The **responsibilities of the CoC** related to this Agreement include the following:
      i. In conjunction with the HMIS Lead, ensure this organization understands the Data Quality Plan and its importance;
      ii. Provide a clear and transparent process, as addressed in the Incentives and Enforcements section of the Data Quality Plan, for providing this organization with incentives and enforcements as it relates to HMIS data quality;
      iii. Ensure the HMIS Lead and this organization have sufficient resources to be as proactive in HMIS data quality monitoring as possible; and
      iv. In conjunction with the HMIS Lead, determine the consequences for this organization should they fail to abide by this Agreement or a Data Quality Improvement Plan.

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II. Confidentiality

a. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records, and the Agency shall only release Client records in accordance with this Agreement, the Client Release of Information, and the Nashville-Davidson County HMIS Policies and Procedures.

    i. The Agency shall 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 rules prohibit the disclosure of alcohol and/or drug abuse records unless otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for that purpose. The Agency understands that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

    ii. The Agency shall abide specifically with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if they are a covered entity under HIPAA, and corresponding regulations passed by the Federal Department of Health and Human Services.

b. The Agency shall only solicit or input information from Clients into the HMIS database that is essential to providing services, to developing reports, and to conducting evaluation or research. Furthermore,

    i. The Agency shall provide Clients with a verbal explanation of the HMIS database and the terms of consent, 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.

    ii. The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database, as required by the Nashville-Davidson County HMIS Policies and Procedures.

    iii. The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.

    iv. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is made unavailable to all other Participating Agencies.

    v. MHID does not require or imply that services must be contingent upon a Client's participation in the HMIS database. Services should be provided to clients regardless of HMIS participation, provided the Clients would otherwise be eligible for the services.

c. The Agency is responsible for ensuring that its users comply with the requirement for informed consent and client confidentiality.

    i. The Agency shall ensure that all staff and volunteers issued a User ID and password for HMIS will comply with the following:

        1. Read and abide by this Participating Agency Agreement

        2. Read and abide by the Nashville-Davidson County HMIS Policies and Procedures

        3. Read and sign the Nashville-Davidson County HMIS End User Agreement Form

        4. Participate in new user privacy and security training and ongoing security training on an annual basis

        5. Participate in additional trainings as required by the Nashville-Davidson County HMIS Policies and Procedures

        6. Create a unique password, and do not share or reveal that information to anyone

        7. Read correspondence sent out and/or distributed by MHID in regard to the Nashville-Davidson County HMIS.

d. Each Agency must designate a Security Officer. The Security Officer is responsible for ensuring compliance with applicable security standards and maintaining the security of the HMIS for their agency. The Agency is responsible for notifying the System Administrator within 15 days of the Security Officer's departure and designate a new Security Officer.

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    e. It is recommended that the Agency shall conduct criminal background checks on all staff and volunteers before requiring potential users to attend New User Training led by MHID. No individuals with a known history of fraud or identity theft shall be permitted a user license.

    f. The Agency understands that the file server will contain all Client information. The agency understands that all client information will be encrypted on a file server physically located in a locked office with controlled access, at the office of WellSky located at 333 Texas Street, Suite 300, Shreveport Louisiana 71101.

        i. The Agency shall not be denied access to Client data entered by the Agency. Participating Agencies are bound by all restrictions placed upon the data by the Client of any Participating 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.

    g. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, the Agency will prominently display at each intake desk (or comparable location) the HMIS Baseline Privacy Policy provided by MHID that explains generally the reasons for collecting identifying information in HMIS and the Client rights associated with providing Agency staff with identifying data. The Agency will ensure Clients' understanding of their rights. Additionally, if the Agency maintains a public webpage, the current version of the HMIS Baseline Privacy Policy must be posted on the webpage. The current form of HMIS Baseline Privacy Policy, which may be modified from time to time at the HMIS Oversight Committee's discretion, is available from MHID on its website, hmis.nashville.gov.

    h. If this agreement is terminated, the MHID and remaining Participating Agencies shall maintain their right to the use of all Client data previously entered by the terminating Participating Agency; this use is subject to any restrictions requested by the client.

III. **HMIS Use and Data Entry**

    a. The Agency shall follow, comply with, and enforce the Nashville-Davidson County End User Agreement and the Nashville-Davidson County HMIS Policies and Procedures (located at hmis.nashville.gov). Modifications to the End User Agreement and Policies and Procedures needed for the purpose of smooth and efficient operation of the HMIS and to meet US Department of Housing and Urban Development requirements shall be established in consultation with the HMIS Oversight Committee. MHID will announce approved modifications in a timely manner via email communication and on its website.

        i. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by knowingly entering inaccurate information.

        ii. The Agency shall use Client information in the HMIS database, as provided to the Agency or Participating Agencies, only to assist the Agency in providing adequate and appropriate services for the client.

    b. The Agency shall enter information into the HMIS database consistently and within the parameters outlined in the Data Quality Plan.

    c. The Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency.

    d. The Agency shall not include profanity or offensive language in the HMIS database. This does not apply to the input of direct quotes by the client if the Agency believes that it is essential to enter these comments for assessment, service, and treatment purposes.

    e. The Agency shall utilize the HMIS for business purposes only.

    f. MHID will provide initial training and periodic updates to that training to Agency Staff on the use of HMIS software.

    g. The MHID Help Desk (HMISHelp@nashville.gov) should be utilized for technical assistance within reason.

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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 to be 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.

j. The Agency must be an active participant in their Continuum of Care.

k. An Agency may establish a Coordinated Services Agreement with another Participating Agency so that a licensed user at that Participating Agency may enter data on its behalf. The Agreement must be approved by the HMIS Lead Agency and signed by the Executive Directors or the immediate supervisors of the employees responsible for HMIS activities at both agencies, and the licensed user who will have privileges to access the Participating Agency's data. An Agency may not establish an Agreement with an individual contracting with their agency.

IV. Reports

a. The Agency shall retain access to identifying and statistical data on the Clients it serves.

b. The Agency's access to reports containing data on Clients it does not serve shall be limited to non-identifying and statistical data.

c. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. The aggregate data shall not directly identify individual Clients.

d. MHID and/or the Collaborative Applicant, on behalf of the CoC, will only use unidentified, aggregate HMIS data for the 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 Nashville-Davidson County.

e. Once a report containing confidential information is downloaded from HMIS, it is the responsibility of the Agency to protect all confidential information.

f. An agency may distribute a report containing personally identifying information to HMIS Participating Agencies for the express purpose of referring its own clients to a community housing program or other services intending to benefit its Clients.

g. An Agency may establish a Data Sharing Agreement with another Participating Agency so that a licensed user at that Participating Agency may enter data on its behalf. The Agreement must be approved by the HMIS Lead Agency and signed by the Executive Directors or the immediate supervisors of the employees responsible for HMIS activities at both agencies, and the licensed user who will have privileges to access the Participating Agency's data. An Agency may not establish an Agreement with an individual contracting with their agency.

V. Proprietary Rights

a. The Agency shall not give or share assigned usernames and passwords of the HMIS database with any other Agency, business, or individual.

b. The Agency shall not cause, in any manner, corruption of the HMIS database.

c. The Agency is prohibited from directly contacting the HMIS Vendor to request custom database work. Any such request must be made through the HMIS Lead Agency.

VI. Data Quality

a. The agency is required to abide by the baseline requirements outlined in the Data Quality Plan.

   i. <u>Data Timeliness</u>: Client information, including intake data, program entry dates, services provided, and program exit dates entered into HMIS within a reasonable period of time. The average timeliness in any given month should be within the allowed timeframe.

   ii. <u>Data Completeness:</u> All clients receiving services should be entered into HMIS, and all data entered into HMIS should be complete. Partially complete or missing data can negatively affect the ability to provide comprehensive care to clients. The CoC's goal is to collect 100% of all data

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elements. However, the CoC recognizes that this may not be possible in all cases. Therefore, the CoC has established an acceptable range of null/missing and unknown/don't know/refused responses, depending on the data element and the type of program entering the data. Reponses of "Don't Know" or "Refused" should not exceed the allowed percentages in any given month.

     iii. <u>Data Accuracy</u>: Information entered into HMIS should accurately and consistently match information recorded on paper intake forms and in client files. All information entered into HMIS shall reflect information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. Attention to data consistency ensures that data is understood, collected, and entered consistently across all programs in HMIS.

  b. Should the Agency fail to uphold the data quality standards, the Agency shall implement a Data Quality Improvement Plan, as discussed in the HMIS Policies and Procedures Manual.

VII.   **Terms and Conditions**
  a. MHID shall not transfer or assign any rights or obligations without the written consent of the other party.
  b. This agreement shall be enforced until revoked in writing by either party provided funding is available.
  c. This agreement may be terminated with 30 days written notice.
  d. This agreement is effective from the date of the signature and will be in effect until this agreement is updated or the organization is no longer participating in HMIS.

VIII.   **Participating Agency Signature**

By signing this agreement, I understand and agree with the terms within. Failure of any or all users to comply may result in suspension or termination of access to the HMIS database.

Agency Name:

Name of Executive Director or Authorized Agent:
Signature of Executive Director or Authorized Agent:
Date:

Agency Street Address:
City/State/Zip:
Agency Mailing Address (If different):
City/State/Zip Code:
Primary Telephone Contact Number:

Name of HMIS Administrator:
Signature of HMIS Administrator:
Date:

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