

---

# **Agency Partnership Agreement**

---

Homeless  
Management  
Information System:  
(HMIS)

---

2013  cny services

---

This agreement is entered into on the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_ between the HMIS Lead Agency (Central New York Services ) hereafter known as the "HMIS Lead Agency" and \_\_\_\_\_ (agency name), hereafter known as " Provider Agency," regarding access and use of the Utica/Rome/Oneida and Madison Counties CoC (NY-518) Homeless Management Information System, hereafter known as the "CNYS HMIS".

I. Introduction

The , CNYS HMIS ,a shared homeless/at risk database, allows authorized personnel at Provider Agencies throughout the geographic area of Mohawk Valley to input, use, and receive information concerning their own clients and to share information, subject to agreements, on common clients.

A. Goals include:

1. Improved coordinated care for and services to homeless/at risk people
2. The opportunity for homeless/at risk people to access services through self-referral and self-education
3. Automated processes to replace manual processes
4. Meeting reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports
5. Minimally impacting automated systems of current providers
6. Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.)
7. Delivering timely, credible, quality data about services and homeless/at risk people to the community
8. Expansion to include new providers and funding.
9. HMIS Participation by all homeless/at risk member providers in the Utica/Rome/Oneida and Madison Counties CoC (NY-518)
10. A user-friendly system for providers and clients

The HMIS LEAD AGENCY administers the CNYS HMIS, contracts with Bowman Systems Inc. to house the HMIS database central server and limits "Provider Agencies" access to the HMIS database. Utilizing a variety of methods, HMIS LEAD AGENCY intends to protect, to the utmost of its ability, the CNYS HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction.

Designed to benefit multiple stakeholders, the central database, when used correctly and faithfully, will improve knowledge about homeless/at risk people--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, or the client's guardian, 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 medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health 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 medical, mental health and substance abuse information and other relevant statutes, rules and regulations.
4. The Provider Agency will provide a verbal explanation of the CNYS 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).
5. The Provider Agency **WILL NOT** solicit or input information from clients into the CNYS 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 Provider Agency, wishes to conduct evaluation or research; they must submit its request in writing and be approved by Utica/Rome/Oneida and Madison Counties CoC (NY-518) HMIS Committee prior to conducting the evaluation or research.
7. The Provider Agency **WILL NOT** divulge any confidential information received from the CNYS 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 will ensure that every person issued a User Identification and Password to the central database will comply with the following:
  - a. Read and abide by this Partnership Agreement
  - b. Obtain, read and abide by the User Guide
  - c. Read and sign a consent form stating an understanding of, and agreement to comply with confidentiality practices
  - d. Read and sign the HMIS Code of Ethics form
  - e. Create a unique User I.D. and password; and will 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 provider based on restrictions necessary to meet New York State Law.

1. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become a Designated CNYS HMIS Agency Administrator through specific training provided by the HMIS LEAD AGENCY/Bowman Systems and agrees to attend or send a representative to all CNYS HMIS Data Administrators Group meetings.
2. The Provider Agency understands that all client information will be encrypted on a file server physically located in a locked office with controlled access, at the offices of Bowman Internet Systems, LLC located at 333 Texas Street, Suite 300, Shreveport, Louisiana 71101.
3. 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 CNYS HMIS Client Release form, a client's (or guardian's when appropriate) understanding and consent to enter client information into a central database and the reasons for this entry. 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 sharing any client information to another agency.
2. The completed Release form provides:
  - a. Informed client consent regarding basic identifying client data to be entered into a shared database
  - b. Release of service transaction information to be shared for report purposes.
  - c. Client release to authorize the sharing of basic client identifying information among CNYS HMIS Provider Agencies.

Two scenarios may occur if a client denies authorization to share basic identifying information and service data via the CNYS HMIS. Each allows only the entering Provider Agency access to client information and precludes the ability to share information. **Either:**

- a. A Client Profile section within Service Point will be marked restricted. **OR**
- b. A client will be entered as "anonymous".

3. The Provider Agency will incorporate a Clause into existing Provider Agency Authorization for Release of Information form(s) if the Provider Agency intends to share confidential client data. The Provider Agency's modified Authorization for Release of Information form(s) will be used when offering a client the opportunity to input and share information with the central database 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 CNYS HMIS Partnership Agreement. Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records.
4. 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 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
  - b. Consent to release certain information.
5. The Provider Agency agrees to place all Client Authorization for Release of Information forms related to the CNYS HMIS, in a file to be located at the Provider Agency's business address and that such forms are made available to the COC for periodic audits. The Provider Agency will retain these CNYS HMIS related Authorization for Release of Information forms for a period of five years upon expiration, after which time the forms will be discarded in a manner ensuring un-compromised client confidentiality.
6. The Provider Agency understands that in order to update, edit, or print a client's record, the Provider Agency must have on file **current** client authorization as evidenced by a completed standard Authorization to Release form pertaining to basic identifying data, and/or a modified Provider Agency form with a Clause pertaining to confidential information.

The Provider Agency agrees to enter the minimum data required in the CNYS HMIS; however, this does **NOT** mean that a Provider agency is required to share client identifiable information. A client's information may be restricted from overall access when the client refuses to allow his/her name, social security number or other personally identifiable information to be shared in the database.

- C. Each Provider Agency owns the client data they enter. However, as a partner in the CNY HMIS, each agency agrees to share data with other organizations, including organizations outside of CNYS HMIS users, provided no client identifiers are shared. Unless requested by a government funding source. (i.e. OTDA)
  1. In the event the central database 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 aggregate state.
  2. In the event the HMIS LEAD AGENCY ceases to operate the CNYS 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 CNYS 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 Bowman Internet Systems LLC. ceases to exist, the HMIS LEAD AGENCY will notify Provider Agencies in a timely manner of the expected result of this event.

III. Data Entry and/or Regular Use

- 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 current standard CNYS HMIS Authorization to Release form in writing pertaining to basic identifying data and/or a Provider Agency modified form with a CNYS HMIS Clause pertaining to confidential information.
- C. In the event that a client would like to rescind consent to participate in the central database completely, the Provider Agency at which her/his desire is expressed, will work with the client to complete a brief form, which will be sent to the System Administrator to inactivate the client. Information about a client whose record has been "hidden" will remain in the central database for a period of time 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 agencies.
- D. The Provider Agency will enter information in the CNYS HMIS about individuals for whom they complete an intake.
- F. Provider Agency will not enter any fictitious or misleading client data on an individual or family in the CNYS HMIS.
- G. The Provider Agency **WILL NOT** misrepresent the number of clients served or the type of services / beds provided in the CNYS HMIS by entering known, inaccurate information (i.e. Provider Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).
- H. The Provider Agency will enter information into the CNYS HMIS according to agency and CNYS 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 CNYS HMIS within five business days. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into the CNYS HMIS.
- I. The Provider Agency understands that with a current standard CNYS HMIS Authorization for Release form on file, it can update, edit, and print a client's basic identifying information.
- J. The Provider Agency understands that only the individual who created the assessment screens or an authorized person 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.
- L. 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, and sexual orientation **ARE NOT** permitted in the central database. Offensive language and profanity **ARE NOT** permitted in the CNYS 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.
- M. The Provider Agency will utilize the CNYS HMIS for business purposes only.
- N. The Provider Agency understands the HMIS LEAD AGENCY will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of the central database. This information is to then be communicated to additional staff using the CNYS HMIS within the Provider Agency.
- O. The Provider Agency understands the HMIS LEAD AGENCY will provide a help desk with technical-support according to the following:

**HMIS LEAD AGENCY will ensure that any support calls are responded to according to the Severity Code Response Time below, provided that all available numbers and e-mail addresses have been accessed.**

Severity	Description	System Administrator (SA) Response
1	Major system or component is inoperative which is critical to the Agency's business	Contact Bowman Internet Systems, LLC and notify all Provider Agencies of action plan and timeline for resolution.
2	Agency is impacted by service delay but is still able to maintain business function	During SA normal business hours, SA will initiate problem resolution and notify Agency of action plan and resolution
3	The problem has a reasonable circumvention and agency can continue with little loss of efficiency	During SA normal business hours, initiate problem resolution and notify Agency of action plan
4	The call requires minor action or is for informational purposes only	Response time within 24 hours.

P. The Provider Agency will keep updated virus protection software on agency computers that access the central database.

Q. 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.

R. The Provider Agency **WILL NOT**, use the CNYS HMIS with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.

S. The Provider Agency recognizes the Utica/Rome/Oneida and Madison Counties CoC (NY-518) HMIS Committee will serve as a discussion center regarding the central database, including process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Provider Agency will designate an Agency staff member to attend CNYS HMIS Committee meetings regularly, and understands that the HMIS LEAD AGENCY will continue to be responsible for coordinating the Utica/Rome/Oneida and Madison Counties CoC (NY-518) HMIS Committee activities.

T. The 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 CNYS HMIS presents an accurate picture of homeless/at risk and services to homeless/at risk people in the Mohawk Valley region, the Provider Agency will enter data in a timely and accurate manner.

U. Each Provider Agency assumes responsibility for (its) staff and users' compliance in regards to requirements for data entry and use of the central database. To assess the quality of data and reports generated by the system, the HMIS LEAD AGENCY 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
  - a. Inappropriate and/or duplicate records
  - b. Untimely and/or inaccurate information
  - c. Missing required data elements
2. Operation of the software
3. Reporting functionality

V. 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.

W. Provider Agency will receive **security awareness training** prior to being given access to HMIS and annually, that reflects the policies of the Continuum of Care 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.

- C. The Provider Agency understands that before non-identifying system-wide aggregate information collected by the CNYS HMIS is disseminated to non- Member Agencies, including funders, the User Group and/or the COC shall endorse it.
- V. Proprietary Rights and Database Integrity
- A. The Provider Agency **WILL NOT** give or share assigned user identification and passwords to access the CNYS HMIS with any other organization, governmental entity, business, or individual.
- B. The Provider Agency **WILL NOT** cause in any manner, or way, corruption of the CNYS 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 or any computer system or network related to the CNYS 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 central database, 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 or 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 central database, or arising from any acts, omissions, neglect, or fault of the HMIS LEAD AGENCY or its agents, employees, licensees, contractors, 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. Thus 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 or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God or delaying relating to data synchronization for the Advanced Reporting Tool. 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 -related hardware and software, as well as coverage of Provider Agency's indemnification obligations under this Agreement.
- D. The Provider Agency's current Liability Insurance Policy must accompany this signed agreement, and resubmit upon policy renewal.
- VII. HMIS LEAD AGENCY Responsibilities:
- A. HMIS LEAD AGENCY agrees to enter into a contract and maintain the services of the Service Point software according to the terms and conditions of the contract with the Software Provider.
- B. HMIS LEAD AGENCY agrees to maintain a System Administrator who will provide training, implementation, help desk and support to the Provider Agencies.
- C. HMIS LEAD AGENCY agrees to designate a security office to be responsible for ensuring compliance with applicable security standards.

VIII. Dispute Resolution and Appeals

- A. If the Provider Agency disagrees with any element of this Agreement it shall make every effort to address and resolve those issues with the System Administrator of the HMIS LEAD AGENCY.
- B. If the HMIS LEAD AGENCY and the Provider Agency are unable to reach a solution, either party may raise the issue to the CNYS HMIS Committee for a solution.
- E. The CNYS HMIS Committee may recommend a solution or may request that the parties raise the issue to the COC.
- F. The COC will make every effort to resolve the issue; however, if the issue cannot be adequately resolved at this level, the COC 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. The all non-CoC/ESG Funded Provider Agencies agree to pay an annual fee of \$6,000.
- 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 situation arise, the HMIS LEAD AGENCY may immediately suspend access to the CNYS 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 central database 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 Administrators Group 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 action taken is not appropriate, or it cannot meet the conditions of the decision, it may appeal the action to the CNYS HMIS Committee. If the Committee and the Provider Agency cannot reach agreement, the HMIS LEAD AGENCY and Provider Agency shall address the issue before the Continuum of Care on Homelessness. Decisions by the COC are final; however, every attempt will be made by all parties to reach a reasonable accommodation for the Provider Agency.
- E. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.



**Use of the CNYS HMIS constitutes acceptance of these Terms and Conditions.**

---

John Warren, Executive Director  
CNY Services Inc., HMIS Lead Agency

Date (d/m/y)

---

Name and Address of Provider Agency

---

Printed Name of (Provider Agency) Executive Director

Date (d/m/y)

---

Linda Wilkinson,  
HMIS Lead Agency System Administrator

Date (d/m/y)