

CITY CLERK ORIGINAL

C-8255
12/13/2012



HMIS Partnership Agreement

This agreement is entered into on the 13th day of December, 2012 between Community Information and Referral Services, hereafter known as "CIR", and City of Glendale (Agency Name) hereafter known as "Provider Agency" regarding access and use of the Maricopa Homeless Management Information System, hereafter known as the "Maricopa HMIS".

I. Introduction

Maricopa HMIS, a shared homeless database, allows authorized Provider Agencies throughout the geographic area of Maricopa County to input, use, and receive information concerning their own clients and to share information, subject to agreements, on common clients.

Maricopa HMIS Goals include:

- a) People who are homeless or are in need of homeless prevention assistance will receive improved coordinated care / services.
- b) Participating providers will improve their data collection and workflow with use of HMIS
- c) Participating providers will use the HMIS to meet all current external homeless/homeless prevention reporting requirements from HUD and non-HUD funding sources.
- d) The community will have timely, credible, quality data about services and people who are homeless or in threat of becoming homeless.
- e) 100% of homeless providers will participate in the HMIS. (Excluding Domestic Violence Providers)
- f) HMIS will be user-friendly for providers
- g) Community and provider agency stakeholders will have current accurate information about HMIS implementation and data regarding homelessness in Maricopa County

CIR administers Maricopa HMIS, contracts for an agency to house the HMIS database central server and coordinates Provider Agency access to the HMIS database. CIR shall protect Maricopa HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction. Maricopa HMIS, when used correctly and faithfully, will improve knowledge about homeless 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 client¹, or the client's guardian², 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 if applicable. 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 Arizona State Laws and Federal Laws related to confidentiality and security of medical, mental health and substance abuse information as found in Arizona Revised Statutes Title 12, Arizona Revised Statutes Title 36, 42 CFR Part 2 and other relevant statutes, rules and regulations as applicable.
 4. The Provider Agency will provide a verbal explanation of Maricopa 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 Maricopa 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

¹ Anyone who receives services from a Provider Agency.

² "Guardian" is anyone legally in charge of the affairs of a minor or of a person deemed incompetent, according to and defined in Title 14 of the laws of the State of Arizona. All references to "client" in this Agreement also apply to "client's guardian."

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. The Provider Agency will not divulge any confidential information received from the Maricopa 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.
7. The Provider Agency will ensure that every person issued a User Identification and Password to the Maricopa HMIS will comply with the following:
 - a. Read and abide by this Partnership Agreement
 - b. Read and sign the HMIS Code of Ethics form³
 - c. Create a unique User I.D. and password; and will not share or reveal that information to anyone by written or verbal means
8. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become a Designated Maricopa HMIS Agency Administrator through specific training provided by the CIR. 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 Systems, LLC located at 333 Texas Street, Suite 300, Shreveport, Louisiana 71101.
9. The Provider Agency agrees to submit payments in a timely fashion to CIR for annual HMIS User License fees in effect at the time of execution of the agreement.

CIR agrees to work with Provider Agency Administrators to reconcile any discrepancies on annually generated User License Invoices.

- B. The Provider Agency agrees to document 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 implied or informed client consent by understanding and signing a consent form for the Provider Agency prior to the Provider Agency sharing any client information to another agency.
 2. The completed consent form provides:
 - a. Informed client consent regarding basic identifying client data to be entered into a shared database
 - b. Release of non-confidential service transaction information to be shared for report purposes.

³ See Code of Ethics form

- c. Client release to authorize the sharing of basic client identifying information among designated Maricopa HMIS Provider Agencies.
3. A client might deny authorization to share basic identifying information or other specified information via Maricopa HMIS. The Client Profile section within ServicePoint will be marked restricted. This allows only the entering Provider Agency access to client information and precludes the ability to share information.
4. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality.
5. The Provider Agency agrees to place all client consent forms related to Maricopa HMIS in a file to be located at the Provider Agency's business address and that such forms are made available to the CIR for periodic audits. The Provider Agency will retain these Maricopa HMIS related consent forms for a period of five years upon expiration, after which time the forms will be discarded in a manner ensuring uncompromised client confidentiality.
6. The Provider Agency understands that in order to update, edit, or print a client's record, the Provider Agency or SubProvider Agency must have on file current client consent form.

The Provider Agency agrees to enter the minimum data required in the Maricopa HMIS; however, this does NOT mean that a Provider Agency is required to share client identifiable information. A client's information may be restricted to 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.

7. The Provider Agency can sign a Memorandum of Understanding (MOU) with other HMIS Providers in order to share data. The ability to share client level data will help each Provider Agency from duplicating received services.
8. The Provider Agency agrees to permit the Maricopa HMIS Project to initiate and administer the following data share with all HMIS participating agencies. A listing of participating agencies can be found on the Maricopa HMIS website at: www.cir.org/hmis.

Data will be shared for the purpose of service coordination to help decrease duplication of work between the participating organizations and decrease the intake processes for homeless clients. Data sharing between the participating Provider Agencies will decrease duplication of service and assist the community in performing a more efficient delivery of service.

The Provider Agency agrees to share the HUD required Universal Data Elements in the effect at the time of execution of this agreement. A listing of the current Data Elements can be viewed on the Maricopa HMIS website at www.cir.org/hmis.

Per Community needs or HUD requirement stipulations, any future changes to the data elements to be shared will be communicated and adopted utilizing the process outlined in paragraph 9 below.

9. The addition of new data elements into the data share will require written approval from each Provider Agency. An email will be sent by the Maricopa HMIS Project to each Provider Agency to detail the changes to the data share and request a return email to acknowledge the changes. This email response will be sufficient documentation to be included as a new addendum to the HMIS Agency Partnership agreement in effect at the time of the authorization.

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 in writing
- C. Provider Agency will not enter any fictitious or misleading client data on an individual or family in Maricopa HMIS.
- D. The Provider Agency will not misrepresent the number of clients served or the type of services / beds provided in Maricopa 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).
- E. The Provider Agency will enter information into Maricopa HMIS according to agency and 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 Maricopa HMIS within one business day. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into Maricopa HMIS.
- F. The Provider Agency understands that with a current standard Maricopa HMIS client consent form on file, it can update, edit, and print a client's basic identifying information.
- G. 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 Maricopa HMIS. Offensive language and profanity are not permitted in Maricopa 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.

- H. The Provider Agency will utilize the Maricopa HMIS for business purposes only.
- I. The Provider Agency understands CIR will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of Maricopa HMIS. This information is to then be communicated to other staff using Maricopa HMIS within the Provider Agency.
- J. The Provider Agency understands CIR will provide a help desk with Technical-support according to the following:

Help Desk will be provided between 8:00 a.m. to 5:00 p.m. Arizona Time. Support telephone numbers and email addresses will be provided to Provider Agencies upon signing this Agreement. CIR will ensure that any support calls are responded to according to the Severity Code Response Time, provided that all available numbers and e-mail addresses have been accessed. Contact with the Help Desk will not incur any long distance charges.

In the event of non-response the Provider Agency should notify the System Administrator at CIR.

- K. The Provider Agency will keep updated virus protection software on agency computers that access Maricopa HMIS⁴.
- L. 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.
- M. The Provider Agency will not use Maricopa HMIS with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.
- N. 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 Maricopa HMIS presents an accurate picture of homelessness and services to homeless people in Maricopa region, the Provider Agency will enter data in a timely and accurate manner.
- O. Each Provider Agency assumes responsibility for (its) staff and users' compliance in regards to requirements for data entry and use of Maricopa HMIS. To assess the quality of data and reports generated by the system, CIR⁵ will conduct periodic monitoring and reviews on data. These include and are not limited to the following:

- 1. Quality of data entered by Provider Agency

⁴ Provider Agency assumes financial responsibility for virus protection software.

⁵ CIR may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Provider Agency.

- 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

P. Provider Agency's must notify CIR in writing of any changes to User ID including, but not limited to, new personnel, and released or terminated personnel.

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. The Provider Agency agrees to **not report or release** any identifiable client information on clients that the Provider Agency has not served.
- C. The Provider Agency will run its own reports from Maricopa HMIS. Each Provider Agency will receive required training and then have the ability to complete each Provider Agency's reporting needs.

V. Proprietary Rights and Database Integrity

- A. The Provider Agency and CIR understand Maricopa HMIS and CIR are custodians of data, and not owners of data. The database is jointly owned by the Provider Agency and the Continuum of Care Regional Committee on Homelessness.
 - 1. In the event Maricopa HMIS ceases to exist, CIR will notify Provider Agencies and provide a six month time period for the Provider Agencies to access and save 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 CIR ceases to operate Maricopa HMIS, another organization will administer and take custodianship of the data. The CIR 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 CIR 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 Maricopa HMIS, the Provider Agency shall notify CIR of intended withdrawal date. CIR 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.

- B. The Provider Agency will not give or share assigned user identification and passwords to access Maricopa HMIS with any other organization, governmental entity, business, or individual.
- C. The Provider Agency will not cause in any manner, or way, corruption of Maricopa HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by CIR or any computer system or network related to Maricopa HMIS will result in immediate suspension of services and CIR will pursue all appropriate legal action.
- D. The CIR⁶ will ensure and conduct periodic monitoring and reviews with Provider Agencies to enforce informed and implied consent standards, HUD Standards, and Continuum of Care Regional Committee on Homelessness Standards including:
 - 1. Appropriate documentation indicating client awareness and consent of data being entered into central database
 - 2. Consent to release certain information.
 - 3. Appropriate entry of universal and programmatic data elements as defined by HUD
 - 4. Adherence to HMIS Policies and Procedures including Security Standards.

VI. Hold Harmless

- A. CIR makes no warranties, expressed or implied. The Provider Agency, at all times, will indemnify and hold CIR harmless from any damages, liabilities, claims, and expenses that may be claimed against CIR or the Provider Agency, or for injuries or damages to CIR or the Provider Agency arising from Provider Agency's participation in Maricopa 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. CIR shall not be liable to the Provider Agencies for damages, losses, or injuries to the Provider Agencies or another party unless such is the result of negligence or willful misconduct of CIR or its agents, employees, licensees or clients.
- B. The Provider Agency makes no warranties, expressed or implied. CIR, at all times, will indemnify and hold the Provider Agency harmless from any damages, liabilities, claims, and expenses that may be claimed against CIR or Provider Agency, or for injuries or damages to CIR, the Provider Agency, or another party arising from participation in Maricopa HMIS, or arising from any acts, omissions, neglect, or fault

⁶ The CIR may conduct these reviews or may accept a similar review by another organization, designated by CIR, as evidence of Provider Agency compliance.

of CIR or its agents, employees, licensees, or clients, or arising from CIR's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus CIR 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 CIR or a Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Provider Agency shall not be liable to CIR for damages, losses, or injuries to CIR 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 one million dollars (\$1,000,000). Said insurance policy shall include coverage for theft or damage of the Provider Agency's Maricopa HMIS-related hardware and software.

VII. CIR Responsibilities

- A. CIR agrees to enter into a contract and maintain the services of the ServicePoint software according to the terms and conditions of the contract with the Software Provider.
- B. CIR agrees to maintain a Project Manager who will provide training, implementation, help desk and support to the Provider Agency and SubProvider Agencies.

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 Chief Executive Officer of the CIR.
- B. If CIR and the Provider Agency are unable to reach a solution, either party may raise the issue to the HMIS Advisory Board for a solution.
- C. The HMIS Advisory Board will make every effort to resolve the issue; however, if the issue cannot be adequately resolved at this level, the HMIS Advisory Board 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. 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 CIR may immediately suspend access to the Maricopa HMIS until the allegations are resolved in order to protect the integrity of the system.

1. When the CIR 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 CIR believes that the breach by a Provider Agency is 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 HMIS prior to addressing the concerns with the Director of the Provider Agency. CIR will then address the concern with the Director of the Provider Agency to resolve the issue.
3. Action with a Provider Agency may include the provision of training and technical assistance, fines, 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 HMIS Advisory Board. If the Advisory Board and the Provider Agency cannot reach agreement, a representative of the Advisory Board, CIR and Provider Agency shall address the issue before the Continuum of Care Regional Committee on Homelessness. Decisions by the Continuum of Care Regional Committee on Homelessness 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.

F. Use of Maricopa HMIS constitutes acceptance of these Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first above written.

**COMMUNITY INFORMATION AND
REFERRAL SERVICES**


(Signature)

Chief Executive Officer

Title

December 7, 2012
Date

PROVIDER AGENCY

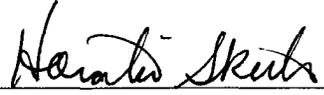


(Signature) Gilbert Lopez

Revitalization Administrator
Title

December 11, 2012
Date

CITY OF GLENDALE, an Arizona
municipal corporation



Horatio Skeete, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney