

# HMIS Partnership Agreement

This agreement is entered into on \_\_\_\_\_ (MM/DD/YY) between DuPage County Community Services, hereafter known as "HMIS LEAD" and \_\_\_\_\_ (agency name), hereafter known as "AGENCY," regarding access and use of the Homeless Management Information System, hereafter known as "HMIS."

## I. Introduction

The HMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout DuPage and Suburban Cook Counties Continuum of Care, to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the HMIS is designed to collect and deliver quality data about services and homeless persons or persons at risk for being homeless and meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD), and other funders as needed. DuPage County Community Services and The Alliance to End Homelessness of Suburban Cook County partner together to administer the HMIS for the DuPage County Continuum of Care.

## II. HMIS LEAD Responsibilities

1. The HMIS LEAD will make a best effort to provide the AGENCY 24-hour access to the HMIS database system, except during routine system maintenance, scheduled system upgrades and unexpected system failures.
2. The HMIS LEAD will provide model Privacy Notices, Client forms and other templates for agreements that may be adopted or adapted in local implementation of HMIS functions.
3. The HMIS LEAD will provide both initial training and periodic updates for all end-users regarding the use of the HMIS.
4. The HMIS LEAD will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation).

## III. AGENCY Responsibilities

1. The AGENCY agrees to abide by the most current *HMIS Standard Operating Procedure* (Policy) approved and adopted by the DuPage County Continuum of Care, which is incorporated into this agreement by reference and may be modified from time to time at the DuPage County Continuum of Care's discretion. The Policy includes privacy, security, and data entry requirements. If any item in this agreement differs from the Policy, the Policy shall prevail. The *HMIS Standard Operating Procedure* can be obtained online at [dupagehomeless.org/HMIS/SOP](http://dupagehomeless.org/HMIS/SOP).
2. The AGENCY agrees to ensure that all employees and agents comply with the Policy.
3. The AGENCY agrees to ensure staffing and equipment necessary to implement and ensure HMIS participation.
4. The AGENCY agrees to designate an AGENCY DATA ADMINISTRATOR that will act as the agency's key point person in communicating with the HMIS LEAD. This person is to be designated in writing by the Chief Executive Officer, Executive Director or equivalent of the AGENCY.

## IV. Privacy and Confidentiality

### A. Protection of Client Privacy

1. The AGENCY will comply with all applicable federal and state laws regarding protection of client privacy.
2. The AGENCY will comply with all policies and procedures established by the HMIS LEAD pertaining to protection of client privacy.

### B. Client Confidentiality

1. The AGENCY agrees to make available a copy of the *AGENCY'S Privacy Notice* (or an equivalent AGENCY-specific alternative) to each consumer. The AGENCY will provide a verbal explanation of the HMIS and arrange for a qualified interpreter/translator or other reasonable accommodation in the event that an individual is not literate in English or has difficulty understanding the *AGENCY'S Privacy Notice* and/or associated consent form(s).
2. The AGENCY will solicit or enter information about clients into the HMIS database only to provide services or conduct evaluation or research. AGENCY management, in consultation with the HMIS LEAD, will make a determination of what qualifies as essential for services or research.

3. The AGENCY will divulge any information received from the HMIS to any organization or individual only with proper written consent from the client, unless otherwise permitted by applicable regulations or laws, including exceptions outlined in AGENCY's Privacy Notice.
4. The AGENCY will ensure that all persons who are issued a User Identification and Password to the HMIS abide by this *HMIS Partner Agreement*, including all associated confidentiality provisions. The AGENCY will be responsible for oversight of its own related confidentiality requirements.
5. The AGENCY acknowledges that maintaining the confidentiality, security and privacy of information downloaded from the system by the AGENCY is strictly the responsibility of the AGENCY.

## C. Inter-Agency Sharing of Information

1. The AGENCY acknowledges that all forms provided by the HMIS LEAD regarding client privacy and confidentiality are shared with the AGENCY as generally applicable models that may require specific modification in accord with AGENCY-specific rules. The AGENCY will review and revise (as necessary) all forms provided by the HMIS LEAD to assure that they are in compliance with the laws, rules and regulations that govern its organization.
2. The AGENCY acknowledges that client notification as defined by the Policy is required before any basic identifying client information is shared with other agencies in the System.
3. If the AGENCY intends to share restricted client data within the HMIS, the AGENCY will execute an HMIS data sharing agreement with each Agency with whom the restricted data is to be shared. Restricted information, including progress notes and psychotherapy notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not otherwise be shared with other participating Agencies. Agencies with whom restricted information is shared are each responsible for obtaining appropriate consent(s) before allowing further sharing of client records.
4. The AGENCY acknowledges that the AGENCY, itself, bears primary responsibility for oversight for all sharing of data it has collected via the HMIS. The HMIS LEAD will hold the AGENCY

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responsible only for information that the AGENCY shares. The HMIS LEAD, however, will not hold the AGENCY responsible for the actions of the Entity that receives and misappropriates the shared data; unless the AGENCY knew or should have known that the Entity would misappropriate or were otherwise not entitled to receive the shared information.

## D. Custody of Data

If this Agreement is terminated, AGENCY will no longer have access to the HMIS. The HMIS LEAD shall make reasonable accommodations to assist the AGENCY to export their data in a format that is usable in their alternative database. Any costs associated with exporting the data will be the sole responsibility of the AGENCY.

## V. Hold Harmless

1. The HMIS LEAD makes no warranties, expressed or implied. The AGENCY, at all times, will indemnify and hold the HMIS LEAD harmless from any damages, liabilities, claims, and expenses that may be claimed against the AGENCY; or for injuries or damages to the AGENCY or another party arising from participation in the HMIS; or arising from any acts, omissions, neglect, or fault of the AGENCY or its agents, employees, licensees, or clients; or arising from the AGENCY's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This AGENCY will also hold the HMIS LEAD harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, deliveries in error, or service interruption caused by the HMIS software vendor, by the AGENCY's or other member agency's negligence or errors or omissions, as well as natural disasters or technological difficulties, and/or any other cause not under the reasonable control of the HMIS lead. The HMIS LEAD shall not be liable to the AGENCY for damages, losses, or injuries to the AGENCY or another party other than if such is the result of gross negligence or willful misconduct of the HMIS LEAD. The HMIS LEAD agrees to hold the AGENCY harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the HMIS LEAD.
2. Provisions of Section V shall survive any termination of the *HMIS Partner Agreement*. All restrictions on the use and disclosure of client information will also survive any termination of the *HMIS Partner Agreement*.

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## VI. Terms and Conditions

1. 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.
2. The Agency shall not transfer or assign any rights or obligations under the *HMIS Partner Agreement* without the written consent of the HMIS LEAD.
3. 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 breaches of this agreement. Should such situations arise, the HMIS LEAD may immediately suspend access to the HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

**AGENCY:**

**HMIS LEAD:**

\_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
HMIS Lead Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Homeless Management Information System Assurance

\_\_\_\_\_ (Name of Agency) assures that the following fully executed documents will be on file and available for review.

- The AGENCY's official *Privacy Notice* for HMIS clients.
- Executed End User Agreement for each AGENCY user of the HMIS.
- Current copy of the *HMIS Standard Operating Procedure*.

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_