

**Homeless Management Information System
HMIS Agency Participation Agreement (APA)
by and between Kansas Housing,
Kansas Statewide Homeless Coalition acting on behalf of the Kansas Balance of State COC
and
_____ (Agency Name)**

I. BACKGROUND AND PURPOSE

The Homeless Management Information System (HMIS) is the information system designated by the Kansas Balance of State Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards and 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.

The U.S. Department of Housing and Urban Development (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 over time. Specifically, 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 service and systems planning. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in 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 provider community 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.

II. GENERAL PROVISIONS

A. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES

Kansas Balance of State CoC has designated Kansas Housing Resource Corporation as the HMIS Lead Agency. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become HMIS Partner Agencies, except for domestic violence providers covered by the Violence Against Women Act (VAWA).

The parties share a common interest in serving the homeless population and those at risk of becoming homeless while reducing the current number of homeless in the CoC service area. The purpose of this Agency Participation Agreement (APA) is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS. Kansas Housing Resource Corporation 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, the enhancement and upgrading of the HMIS software. The Partner Agency is responsible for entering client data in the HMIS according to program type requirements. Detailed responsibilities are listed in sections below.

B. SCOPE

This APA addresses the respective responsibilities of Kansas Housing Resource Corp. and the Partner Agency for ongoing HMIS service and activities. The specific responsibilities of the parties to this agreement for the confidentiality, reporting requirements, training, policies and procedures, hardware

and software for the HMIS are clearly defined herein to ensure an effective, efficient, and secure system. Kansas Housing Resource Corporation will abide by all applicable laws, and the Partner Agency will be expected to do the same.

III. KANSAS HOUSING RESOURCE CORPORATION (KHRC) and KANSAS STATEWIDE HOMELESS COALITION (KSHC) DUTIES AND RESPONSIBILITIES

KHRC and KSHC will:

A. GENERAL

- 1) At the direction of the CoC, work with the HMIS Software Provider as the HMIS Lead Agencies, define the HMIS program and implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures in order to validate its effectiveness.
- 2) Act as a liaison between the Partner Agency and the HMIS Software Provider; user questions concerning the software are to be directed only to KHRC and KSHC via the CoC HMIS Committees.
- 3) Oversee development, implementation, and maintain privacy, confidentiality, and security protocols for the HMIS.
- 4) Provide in conjunction with the vendor a standard HMIS training and technical support package to all Partner Agencies.
- 5) In collaboration with the HMIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the HMIS and, through it, to the Partner Agencies. KHRC and KSHC will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.
- 6) Notify the Partner Agency of HMIS failure, errors, and/or problems immediately upon discovery.
- 7) Ensure provision of help desk service during designated open hours.
- 8) Provide all other reasonably expected activities regarding the operation of the HMIS.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

- 1) Maintain all client-identifying information in strictest confidence, using the latest available technology. KHRC and KSHC may suspend HMIS access to any user or Partner Agency for the purpose of investigating 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 in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
- 4) Issue user accounts, passwords, and certificates of participation (when requested) for HMIS users, provided that:
 - a. The Partner Agency has signed the HMIS APA,
 - b. The Partner Agency has paid the current year's applicable participation fee,
 - c. The HMIS Lead agency has received an approved signed User License Agreements, and
 - d. The user has successfully completed the HMIS user training, including any related testing
- 5) Periodically change Partner Agency passwords for security purposes and lock out according to the guidelines defined in the HMIS policies and procedures.
- 6) Comply with the HMIS Privacy Policy and not release personally identifiable information to any person, agency, or organization, unless allowed by the HMIS Privacy Policy.
- 7) Conduct Partner Agency site visits to ensure compliance with privacy and security protocols.

C. USER TRAINING AND PROGRAM SETUP

- 1) Ensure users complete the initial software training for all new HMIS users.
- 2) Provide training materials, including user manuals if applicable with definitions and instructions, to those who attending the training classes.
- 3) Set up Partner Agency programs according to the HMIS Data Standards, including related grants, services, assessments, housing units, and other applicable options in the HMIS software.
- 4) Provide additional trainings according to the user role, program type, or specific activities. These trainings may include classroom refreshers, reporting trainings, group webinars, one-on-one instructions, etc.
- 5) Provide other HMIS-related trainings upon request.

IV. PARTNER AGENCY DUTIES AND RESPONSIBILITIES

The Partner Agency will:

A. GENERAL

- 1) Strictly adhere to all policies and procedures contained in the APA, as it may be amended from time to time. A copy of this agreement can be found at www.kshomeless.com, and a signed hard copy will be provided to the Partner Agency.
- 2) Maintain at least two active user accounts at any one time.
- 3) Provide monthly reporting as directed by the Data Quality Plan to the HMIS Data Usage Committee.
- 4) Ensure data security and privacy by:
 - a. Limiting access to the HMIS data to the minimum number of individuals necessary to perform the work. Authorizations should be based on the principals of need to know only.
 - b. Ensuring that any persons or agencies to whom it provides data to agrees to the same restrictions and conditions of security and privacy.
 - c. Ensuring unauthorized personnel or other organizations, except as authorized by the release of information, do not have access to the information.
 - d. Using appropriated administrative, technical and physical safeguards to protect the data.
 - e. Acknowledging that certain types of personal, health and financial data are protected by Government regulations and laws, including but not limited to the Privacy Act of 1974 (5 U.S.C. 552a et seq.), HIPAA Privacy Rule (104-191 P.L.), the HITECH ACT, Public Law 111-005, the Sarbanes-Oxley Act and the Gramm-Leach-Bliley Act of 1999. The Parties further mutually acknowledge that there are administrative, civil or criminal penalties for disclosure or misuse of these data.

B. PRIVACY AND CONFIDENTIALITY

- 1) Comply with all federal and state laws and regulations and with all HMIS policies and procedures relating to the collection, storage, retrieval, and dissemination of client information.
- 2) Comply with the HMIS Privacy Policy.
- 3) Obtain client consent upon the initial visit before any data is collected. The consent can be:
 - a. Written: signed release of information (ROI) form kept in a local file
 - b. Verbal: the client gives oral permission to the witness (intake worker/case manager)
 - c. Inferred (baseline): the agency must post a visible privacy sign at the service site
- 4) Collect and maintain records of all client informed consents and release of information authorization forms in accordance with the HMIS policies and procedures.
- 5) Take all reasonably 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 reasonably appropriate measures to detect virus or spyware infection and deploy all reasonably appropriate resources to efficiently disinfect any affected systems as quickly as possible.

C. DATA QUALITY AND MONITORING

- 1) Get familiar and fully comply with the latest HMIS Data Quality Plan. This plan is posted on the KSHC website, www.kshomeless.org, and available in hard copy upon request.
- 2) Enter data into the HMIS within the timeframe as specified in the Data Quality Plan. Timely data entry prevents duplication of client records and other shared transactions, such as enrollments and services. It also allows good quality data for both program-specific and aggregate reports. Partner Agencies and their HMIS users may be held liable in the event that a preventable duplication occurs as a result of missing, late, or incomplete data entry. Repetitive lack of timely entry can result in official reports of concern and possible findings against the Partner Agency and could culminate in official penalties up to and including loss of project funding.
- 3) Collect all HUD mandatory data elements, according to the data completeness and accuracy requirements.
- 4) Take all steps reasonably necessary to verify the information provided by clients for entry into the HMIS, and to see that it is correctly entered into the HMIS by the Partner Agency user.
- 5) Immediately notify HMIS Staff when a programmatic, personnel, or other issue arises that precludes the Partner Agency from entering the HMIS data within the allowed timeframe. By informing the HMIS Staff in a timely fashion, HMIS Staff and the Partner Agency can work together to craft an interim solution that is minimally disruptive to the HMIS as a whole.
- 6) Take all steps reasonably necessary to ensure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation are entered into the HMIS.
- 7) Do not knowingly upload material into the HMIS that is in violation of 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.
- 8) Allow the HMIS/CoC staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to HMIS data collection.

D. TRAINING

- 1) Ensure that each Partner Agency HMIS user has attended the appropriate training, has signed the User License Agreement and agreed to it, and has been authorized by KHRC or KSHC to access the system in accordance with the HMIS policies and procedures.
- 2) Assess the HMIS users' data entry or reporting skills and sign up for additional training if needed.

E. SECURITY

- 1) Limit HMIS access only to authorized users and follow all HMIS protocols for monitoring those users. KHRC or KSHC reserves the right to terminate access to any HMIS user who breaches client confidentiality or system security protocols.
- 2) Do not knowingly permit any person to enter or use the HMIS unless and until:
 - a. The person has completed the required HMIS training,
 - b. KHRC/KSHC has issued that person the appropriate user account and Password, and
 - c. Both the APA and the User License Agreement have been signed and returned to KHRC/KSHC.

- 3) Maintain copies of all User License Agreements signed by Partner Agency personnel to whom user accounts have been issued.
- 4) 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.
- 5) Fully comply with the HMIS Privacy Policy.
- 6) Not knowingly release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by the HMIS Privacy Policy.
- 7) Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols.
- 8) Develop and adhere to local security standards that should include the following:
 - a. Products: Physical security (door locks, computer screen view, local network passwords, firewall)
 - b. People: Personnel security (authorized users only, local oversight of usage)
 - c. Procedures: Organizational security (policies and procedures are in place)
- 9) Notify KHRC/KSHC within one (1) business day of the separation from the Partner Agency of any employee who was a user of the HMIS. Notification should preferably occur by close of business on the day of employee separation.

V. FEES & COST

A. AGENCY PARTICIPATION COST

- 1) Cost detail, including all fees payable by Partner Agencies to the CoC, is shown in the HMIS Fee Schedule addendum to this APA.
- 2) All payments must be issued on a company check and made payable to “Kansas Statewide Homeless Coalition”.

B. PAYMENTS

- 1) Partner Agencies are allowed a ninety (90) day grace period to pay any agency or program fees.
- 2) KHRC/KSHC reserves the right to suspend Partner Agency user licenses until the full payment is received.

C. EXEMPTION FOR CERTAIN AGENCIES

Agencies can request exemption for the fees but must apply through KSHC/KHRC. Applications will be reviewed and approved by the HMIS Governance.

VI. TERM OF AGREEMENT

A. TERM

This Agency Participation Agreement is effective on date it is countersigned by the CEO or Executive Director on the signature page of this Agreement and shall remain in effect for 1 year (“Initial Term”) unless terminated pursuant to paragraph VI B hereof. This Agency Participation Agreement shall automatically renew each year on the anniversary date for up to ten years, subject to termination as provided in paragraph VI B hereof. Upon expiration of the Initial Term, this Agreement will be automatically renewed for 10 additional successive 1-year terms on the same terms and conditions. If the Participating Agency chooses not to renew this Agreement, the CEO or Executive Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

B. TERMINATION

- 1) Either party has the right to terminate this APA with a 30-day prior written notice to the other party.

- 2) KHRC/KSHC reserves the right to amend the APA with a 30-day notice sent to all Partner Agencies.
- 3) If either party believes the other to be in default of any one or more of the terms of this APA, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. 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.
- 4) If this APA is terminated, KHRC/KSHC HMIS and its remaining Partner Agencies shall retain their right to the use of all client data previously entered by the terminating Partner Agency, subject to any restrictions requested by the client.

If a conflict among this Agreement and the Addendums arises, this Agreement shall control over the Addendums.

The signature of the parties hereto indicates their agreement with the above terms and conditions. The Parties have executed this Agreement in multiple copies, each of which is an original.

Agency Name: _____

By: _____ Date _____
 Agency CEO/Executive Director

 Printed Name

Kansas Housing Resource Corporation

By: _____ Date _____
 Agency CEO/Executive Director (Designee)

 Printed Name

Kansas Statewide Homeless Coalition

By: _____ Date _____
 Agency CEO/Executive Director (Designee)

 Printed Name

HMIS Governance Approval

Meeting Date: _____

Approved Denied