

HOMELESS MISSOURIANS INFORMATION SYSTEM**Agency Partner Agreement**

The Homeless Missourians Information System (hereinafter "HMIS") is a client information system that provides a standardized assessment of consumer needs, creates individualized services plans and records the use of housing and services which communities can use to determine the utilization of services of participating agencies, identifying gaps in the local service continuum and develop outcome measurements.

The Missouri Association for Social Welfare (MASW) is the HMIS Program Administrator. Municipal Information Systems, Inc. (MISI) is the HMIS System Administrator. In this Agency Partner Agreement (hereinafter "Agreement"), "Client" is a consumer of services; "Agency" is the Agency named in this Agreement; and "Partner Agencies" are all the Agencies participating in HMIS.

The Executive Director or other authorized official of the Agency must indicate agreement with the terms set forth below by signing this Agreement before a HMIS account can be established for the Agency.

**I. Confidentiality**

- A. The Agency shall provide a verbal explanation of the HMIS database and the Notice of Client Rights form to the Clients 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 Notice of Client Rights form.
- B. The Agency agrees not to release any individual client information obtained from the HMIS to any organization or individual without written Client consent. Such written Client consent shall specify exactly what information the Client allows to be released; information that is not specified by the Client shall not be released.
- C. The Agency shall ensure that all staff, volunteers and other persons who are issued a user ID and password for the HMIS have signed a User Policy and Responsibilities form and understand the confidentiality requirements of HMIS.
- D. The Agency shall notify HMIS staff within three working days when a registered user is no longer an employee or has moved to a position with different responsibilities so the issued user ID and password can be made inactive.
- E. Any staff, volunteer or other person who has been granted a user ID and password that is found to have committed a negligent breach of system security and/or client confidentiality after a prior warning and correction shall have his or her access to the database revoked immediately. A revoked user may be subject to discipline by the Agency pursuant to the Agency's personnel policies.
- F. In the event of a breach of system security or client confidentiality, the Agency Director shall notify the HMIS Project at 573-632-2567 within 24 hours of knowledge of such breach. If no one is available to take the call, a voicemail may be left. Any Agency that fails to call and/or is found to have had breaches of system security and/or client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the Agency prevent further breaches. Probation shall remain in effect until the HMIS Project has evaluated the Agency's

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security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Policy and Responsibilities form. Subsequent violations of system security may result in suspension from the system.

- G. The Agency shall have access to all Client data entered by the Agency. The Agency shall diligently record in the HMIS all service delivery information pertaining to individual clients served by the Agency. The Agency shall not knowingly enter false, misleading or biased data, including any data that would unfairly prejudice a client's ability to obtain services, under any circumstances.
- H. If this Agreement is terminated, MASW and the remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency, subject to the guidelines specified in this Agreement.
- I. The Agency shall utilize the HMIS Notice of Client Rights form for all clients. This form is in addition to any agency required forms.
- J. The Agency shall keep signed copies of the HMIS Notice of Client Rights form in the hard copy client file for a period of three years from date of program exit.
- K. MASW does not require or imply that services must be contingent upon a Client's participation in the HMIS database; however, clients should be informed that eligibility to receive some specialized services may be inhibited by not participating in HMIS.
- L. The Agency shall have access to identifying and statistical data on all Clients in the HMIS database except for data input into the database by "Blind Service Providers". Blind Service Providers are agencies serving specific protected client populations such as:
  - 1. Domestic violence;
  - 2. Sexual violence;
  - 3. HIV/AIDS;
  - 4. Alcohol and/or substance abuse; or
  - 5. Mental health.Clients identified with any special needs (i.e. listed above) will be provided appropriate and available resources and/or referrals. MASW offers target population trainings for all HMIS Users; however, any Agency receiving funds that mandate the Agency ask a series of seven health questions as outlined in the Department of Housing and Urban Development's (HUD) HMIS March 2010 Revised Technical Standards are required to attend these trainings.
- M. An Agency that is a Blind Service Provider shall have access to identifying and statistical data on the clients they enter into HMIS; however, they will not have access to identifying and statistical data input into the HMIS database for clients served by other Blind Service providers.

**II. HMIS Use, Data Entry and System Security**

- A. The Agency shall follow, comply with and enforce the User Policy and Responsibilities form.

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- B. The Agency shall begin data entry within no more than 30 days of enrollment.
- C. The Agency shall consistently enter information into the HMIS database and shall strive for real-time, or close to real-time data entry. "Close to real-time data entry" is defined as within three working days of seeing the Client.
- D. The Agency shall not include profanity or offensive language in the HMIS database.
- E. The Agency shall utilize the HMIS for business purposes only.
- F. MISI shall provide online training to HMIS Users. MISI shall provide supplemental training regularly to accommodate changes in Agency staff, and address modifications to the ROSIE software when needed.
- G. MISI shall be available to provide technical assistance to HMIS Users.
- H. The Agency shall take the following additional steps to ensure the security of the HMIS database and the confidentiality of Client data:
  - 1. The computer monitor of a workstation used to access HMIS will be positioned to prevent unauthorized persons from viewing HMIS data.
  - 2. Computer workstations used to access HMIS will never be left unattended when the HMIS database is open.
  - 3. Printed copies of HMIS information not included in the client's file will be burned or shredded.
  - 4. Confidential client information will not be discussed with staff, clients, or clients' family members where it may be overheard by unauthorized persons.
  - 5. Visitors and Clients are appropriately escorted to ensure that they do not access staff areas, record storage areas, or other areas potentially containing Client information. Persons not recognized as staff, visitors and Clients shall be challenged for identification.
  - 6. Client records that are retained as hard copy are stored in locking filing cabinets or in rooms that can be locked.
  - 7. Photocopiers, printers and fax machines are located so as to minimize access by visitors and unauthorized persons.
  - 8. Directors and other management or supervisory personnel are familiar with security and confidentiality policies and enforce such policies to ensure the security and confidentiality of the HMIS database and of Client information.
  - 9. The Agency staff feels comfortable and obligated to report security breaches and misuse of the HMIS database.
  - 10. The Agency shall encourage clients to report any breaches of confidentiality that they observe in the Agency.

