

AGENCY PARTNER AGREEMENT FOR UTAH HOMELESS MANAGEMENT INFORMATION SYSTEM

I. *Purpose and Policy*

- A. The Agency shall uphold baseline standards, as issued by the U.S. Department of Housing and Urban Development and the desire for any related procedure or practices to be consistent with HUD standards (see [Final 2014 HMIS Data Standards](#) for additional information).
 - a. The baseline standards for HMIS issued by HUD, and the desire for this privacy and any related procedure or practices to be consistent with HUD standards. (see [69 Federal Register 45888, July 2004](#) for additional information)
- B. UHMIS project operates in an “open with exception” manner to insure that necessary and appropriate referrals and coordinated case planning takes place. All records are open for sharing unless otherwise closed by the entering agency to ensure that the designed purpose and need for sharing of UHMIS information is met.
 - a. The standard sharing for all participating agencies will be to share a client’s Name, gender, partial SSN, birth date.
- C. Agency shall have the option of closing records so that information is not shared between agencies if there is a compelling reason to do so and if approved by the Utah Homeless Information Committee with representation from all 3 Utah Continua of Care. Confidential information shall be defined as any and all information relating to past or present clients, any information required by law to be kept confidential, computer codes, passwords and access information for the HMIS, and any information designated as confidential by the disclosing party.
- D. Client authorization to release information shall also be established through the use of a written, signed **Informed Consent Release Form**, to be completed at the point-of-entry participant agency site and retained on file.
- E. The Agency shall solicit consent from Clients to share their information across the UHMIS database. The Agency agrees not to release any confidential information received from the UHMIS database to any organization or individual without proper Client Consent.

The agency can release information for the following exceptions:

- a) When required by law and to the extent that use or disclosure complies with, and is limited to, the requirements of the law.
- b) When a provider reasonably believes that a child or vulnerable adult is a victim of abuse and neglect and should be reported
- c) To create unduplicated data within the UHMIS system, where only users who have signed a user agreement to maintain client privacy and protections are allowed to access disaggregated data.
- d) To avert a serious threat to health or safety if:
 - i. The service provider believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public.
 - ii. The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- e) To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards for ethical conduct)
 - i. In response to a lawful court order, court ordered warrant, subpoena or summons issued by a judicial officer or a grand jury subpoena, unless otherwise restricted by law.
 - ii. If the service provider believes in good faith that the protected personal information constitutes evidence of criminal conduct that occurred on its premises.
- f) When required for payment or reimbursement for services. Information disclosed under is to be used only for payment or reimbursement for services, and remains protected by this policy.

- F. Agency will ensure that the necessary users and personnel have the appropriate certifications to access the UHMIS software.
 - a. The agency will need to have at least one person certified in each certification level. This can be three different individuals that is certified in the appropriate level, or one individual who is certified in each level.
- G. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for the UHMIS receives certification training provided by the UHMIS team.
- H. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
- I. If this agreement is terminated, the Utah SCSO's UHMIS Project and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the client.
- J. Clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.
- K. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is unavailable to all other Partner Agencies.
 - i. If Agency is unsure on how to do this, they must contact UHMIS staff to inform them of the clients request and ensure that sharing rights are revoked for that client.
- L. The Agency will utilize the UHMIS Data Sharing MOU, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the UHMIS database. The Client Data Sharing Consent form, once signed by the client, authorizes Client data to be shared with UHMIS Partner Agencies.
 - i. The Agency shall maintain appropriate documentation of Client consent, including but not limited to the Client Data Sharing Consent Form in the UHMIS database.
 - ii. The Agency shall keep signed copies of the Client Data Sharing Consent Form, and other client consent forms for the UHMIS for a period of seven years.

II. Data Entry and Use

- A. The Agency shall follow, comply with and enforce the End-User Agreement & UHMIS Standard Operating Policies and Procedures within the Agency. Modification to the User Policy and Standard Operating Policies and Procedures shall be made by the UHMIS Staff with input from the Homeless Information Committee and approved by the three state Continuua. This will be done on an as needed basis for the purpose of the smooth and efficient operation of the UHMIS system. The UHMIS Project through the Utah SCSO will announce approved modifications in a timely manner.
- B. Agencies will only use lawful and fair means by which to collect personal information with the knowledge or consent of the client. The Agency needs to full respect each individual's right to privacy, confidentiality, and safety.
 - i. PPI will only be collected for the purposes listed above.
 - ii. Clients will be made aware that personal information is being collected and recorded.
 - iii. Agency will post **UHMIS Privacy Posting** in locations where PPI is collected.
 - a. A copy of this written notice can be found in Appendix G
 - b. This posting will be explained in cases where the client is unable to read and/or understand it.
 - iv. Clients must sign **Informed Consent Release Form** and on file at the entering agency.
 - v. Client's PPI will not be turned over into a national database. It's important that the client's rights to their information are honored by all UHMIS participating agencies.
 - vi. PPI that is gathered needs to be accurate, complete, and relevant; and entered into the system in a timely manner.
 - c. All PPI collected will be relevant to the purposes for which it is to be used.

- d. Identifiers will be removed from data that is not in current use after 7 years (from date of creation or last edit) unless other requirements mandate longer retention.
 - e. Data will be entered in a consistent manner by authorized users.
 - f. Data will be entered in “real-time” when possible, or within 5 business days of initial intake, contact, or provided service.
 - g. Measures will be developed to monitor data for accuracy, completeness and for the correction of errors.
 - h. Data quality is subject to routine audit by UHMIS System Administrators who have administrative responsibilities for the database.
- C. The Agency shall consistently enter or upload information into the UHMIS database with 5 working days of seeing the client. This is to ensure that accurate and timely data is being reported to Local, State, and Federal government entities. Data should be entered or uploaded within 24 hours where possible.**
- D.** The Agency shall utilize the UHMIS database for business purposes only.
- E.** The UHMIS team will provide initial training and certification (including confidentiality training) and periodic updates to Agency staff on the use of UHMIS software.
- i. Agency staff will attend all pertinent meetings with the UHMIS team and the Utah SCSO as required.
 - ii. The Agency’s Program Managers should hold regular user meetings and report all pertinent information (i.e. software issues, trouble with entering or placing client, etc.) to the UHMIS Help desk.
- F.** The UHMIS team will provide general technical assistance via a Help Desk and periodic site visits as deemed appropriate for the purpose of troubleshooting and report generation.
- G.** The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- H.** The Agency shall not use the UHMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- I.** The Agency staff should fully inform clients about the limits of confidentiality in a given situation, the purposes for which the information was obtained, and how it may be used, per appropriate State and Federal guidelines.
- J.** When providing a client with access to his/her UHMIS records, the Agency staff should provide either a screen visual without allowing direct access to input devices or a hard copy printout. Appropriate measures should be taken to protect the confidentiality of all other records.
- K.** The Agency staff should afford clients reasonable access to any UHMIS records concerning them, in accordance with Agency internal policies and procedures.

III. Reports

- A.** The Agency shall retain ownership of identifying and statistical data on the clients it serves.
- B.** The Agency’s access to data on clients it does not serve shall be limited to non-identifying and statistical data without written consent.
- C.** The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless person or persons at risk of homelessness, in accordance with the UHMIS procedures on data use and release. However, such aggregate data shall not directly identify individual clients.
- D.** The Utah SCSO will use only aggregate UHMIS data for homelessness related policy and planning decisions, in preparing federal, state or local applications for homelessness and housing funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.
- E.** The UHMIS staff may need to view data on occasion for quality assurance purposes. The UHMIS staff will follow all guidelines and restrictions on data.

IV. Proprietary Rights of UHMIS

- A. The Agency shall not give or share assigned user identification and passwords access codes of the UHMIS database with any other Agency, business, or individual.
- B. The Agency shall not intentionally cause in any manner, or way corruption of the UHMIS database in any manner.

V. Hold Harmless

The Utah SCSO and the UHMIS Project makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the Utah SCSO 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 UHMIS; 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 Utah SCSO harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by the Agency's or another Participant Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or other events out of its control. The Utah SCSO 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 the gross negligence or willful misconduct of the Utah SCSO.

VI. Terms & Conditions

- A. The Agency recognizes the Utah Homeless Information Committee to be the discussion center regarding UHMIS, including UHMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency may designate an assigned UHMIS user within their agency to attend the Utah Homeless Information Committee meetings regularly, and understands that the Committee will continue to be responsible for coordinating the UHMIS activities.
- B. The Agency understands that periodic updates and/or changes to data requirements may occur based on HUD mandate, State mandate, or by the Continuum of Care. The UHMIS System Administrator (UHMIS Director) will provide due notification before such changes take effect.
- C. Neither the Utah SCSO nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

Agency

Executive Director

Date