

Cincinnati/Hamilton County CoC HMIS Agency Participation Agreement

I. BACKGROUND AND PURPOSE

A Homeless Management Information System (HMIS) is a local information technology system 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. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. The HMIS designated by the Cincinnati/Hamilton County Continuum of Care (CoC) is Clarity, by Bitfocus.

Through a set of standard data elements, 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, as defined by HUD, over time. Specifically, within HUD's definition, 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 local strategic planning and service implementation. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in affordable housing development and targeted services. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of different subpopulations. Also, use of the HMIS by agencies not funded by HUD provides benefits to these agencies and the homeless service system, including avoiding service duplication through sharing client data and program enrollments. HMIS participation also positions agencies for future funding, as many private foundations now require it.

At a national level, Cincinnati/Hamilton County CoC has been considered a leader in data collection and analysis. Maintaining high quality data collection and analysis are significant factors in remaining competitive in the CoC annual funding process.

The purpose of this Agency Participation Agreement (APA) is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS. All parties to this agreement envision the operation of our HMIS as a collaborative effort and that the terms of the APA should be uniform among partner agencies. However, as a collaborative, if it is determined that the APA needs to be updated, revised or amended as conditions of implementation of the HMIS and ongoing service requirements dictate, Strategies to End Homelessness, a Contributing HMIS Organization (CHO), or the CoC Board, known locally and referred to herein as the Homeless Clearinghouse, may request that revisions to this agreement be voted upon by the Homeless Clearinghouse as governing body of the CoC.

Users of the HMIS share a common interest in serving the people experiencing or at risk of

homelessness while administering public and private funds in accordance with regulations and requirements and meeting reporting requirements outlined by funders.

II. GENERAL PROVISIONS

A. AGREEMENT, UNDERSTANDING, AND RESPONSIBILITIES

The Cincinnati/Hamilton County CoC has designated Strategies to End Homelessness (STEH) as the HMIS Lead Agency, referred to herein as the HMIS Lead. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become Contributing HMIS Organization (CHO). A CHO is defined as any agency who contributes data to the HMIS. Depending on the funding source for a particular provider, HMIS participation may be either optional or required. Victim service providers covered by the Violence Against Women Act (VAWA) are required to not enter client data in HMIS. Instead, victim service providers use a comparable database HMIS solution and contribute to the local CoC Coordinated Entry, data reporting, data analysis, or other CoC process by providing de-identified data to the HMIS/CoC Lead.

The HMIS Lead 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, any identified enhancements and upgrades of the software. The CHO is responsible for making client level data available in the HMIS according to program type requirements. Detailed responsibilities can be found in the Comprehensive HMIS Policies and Procedures Manual and below.

B. SCOPE

This APA addresses the respective responsibilities of the HMIS Lead and the CHO for ongoing HMIS service and activities. The Comprehensive HMIS Policies and Procedures Manual, HMIS Privacy Notice and Client Consent Form, and HMIS User Agreement and Code of Ethics, which are contained in this APA and all of its appendices, which appendices are equally in force as if fully contained within the four corners of this document, keeping abreast of amendments to all said documents as may periodically be enacted by the Homeless Clearinghouse. A copy of this agreement and the current HMIS Policies and Procedures Manual can be found on the STEH website at [HYPERLINK "https://www.strategiestoendhomelessness.org/what-we-do/data/hmis-transition/"](https://www.strategiestoendhomelessness.org/what-we-do/data/hmis-transition/) and is available in hard copy upon request.

This agreement, the HMIS governance charter, and the current HMIS operating policies and procedures are structured to comply with the most recently released HUD Data and Technical Standards for HMIS. Recognizing that the Health Insurance Portability and Accountability Act (HIPAA) and other Federal, State and local laws may further regulate agencies, the Continuum may negotiate its procedures and/or execute appropriate business agreements with CHOs so they are following applicable laws. All Cincinnati/Hamilton County Continuum of Care (CoC) OH-500 agencies are responsible for maintaining their own compliance with federal, state, and local regulations as well as any outside applicable regulations such as the Health Insurance Portability and Accountability Act (HIPAA) standards if applicable.

III. HMIS Governance and Policies and Procedures

The HMIS Lead and all CHOs agree to review and abide by the currently approved HMIS policies and procedures documents including the Comprehensive HMIS Policies and Procedures Manual; HMIS Privacy Notice and Client Consent Form; and HMIS User Agreement and Code of Ethics. The purpose of these

documents is to guide and clarify federal regulations and local standards related to HMIS for Cincinnati/Hamilton County Continuum of Care (CoC) OH-500 agencies in their daily operations and provide guidance on local HMIS policies and procedures. HMIS governance is defined in the HMIS Governance Charter attached to the Comprehensive HMIS Policies and Procedures Manual. ([HYPERLINK "https://www.strategiestoendhomelessness.org/what-we-do/data/hmis-transition/"](https://www.strategiestoendhomelessness.org/what-we-do/data/hmis-transition/)).

These documents are developed by the STEH HMIS Department and authorized by the Homeless Clearinghouse. The HMIS policies and procedures documents can be modified at any time and are, at a minimum, reviewed/approved annually. Modifications can be initiated by the Homeless Clearinghouse, HMIS Lead, CoC Lead, any CHO, or any CoC workgroup. Updates are made available to CHO HMIS Primary Point Persons, various workgroups, and on request for review and comment during a revisions period. Their feedback is used to produce the final approved manual.

CHOs are required to have their own internal HMIS policies and procedures. It is each CHO's responsibility to ensure that its own policies and practices are in line with the full extent of HUD's [Homeless Management Information Systems \(HMIS\); Data and Technical Standards Final Notice](#) and adhere to any additional local, state, or federal requirements.

If a CHO is a covered entity, the provider is required to operate in accordance with HIPAA regulations. The final Notice states that such a provider is not required to comply with the HMIS privacy or security standards. Exempting HIPAA covered entities from the HMIS privacy and security rules avoids all possible conflicts between the two sets of rules. It is expected that a HIPAA covered CHO's HMIS Policies and Procedures would reflect HIPAA privacy and securities standards at a minimum.

CHO's who are not a covered entity under HIPAA, are expected to comply with HMIS privacy and security regulations and their HMIS policies and procedures should, at a minimum, reflect those documented in the Comprehensive HMIS Policies and Procedures Manual.

IV. Roles and Responsibilities

CHOs and the HMIS Lead agree to abide by their roles and responsibility as detailed in the HMIS Governance Charter. The HMIS Governance Charter serves to delineate the roles and responsibilities related to key aspects of the governance and operations of the Cincinnati/Hamilton County HMIS and is included in the most recent HMIS Policies and Procedures Manual developed and adopted by the Homeless Clearinghouse, which is incorporated into this charter by reference.

The HMIS Governance Charter is effective in coordination with the CoC Governance Charter. In consultation with the UFA, HMIS Lead, CoC Board, and full CoC membership (as defined by the CoC Governance Charter) the CoC governance charter, the HMIS Governance Charter, and all applicable policies and procedures will be reviewed/updated and approved at least annually.

V. Data Quality

CHOs and the HMIS Lead are bound by the policies, procedures, and requirements as provided in the HMIS policies and procedures documents noted herein. The HMIS Data Quality Plan includes protocols for ongoing data quality monitoring that meets requirements set forth by the Department of Housing and Urban Development (HUD). It is developed by Strategies to End Homelessness (HMIS Lead) in coordination with HMIS Contributing Organizations (CHOs) and approved by the Homeless Clearinghouse. The HMIS Data Quality Plan is considered to be part of the HMIS Policies and Procedures and is to be reviewed, revised, and approved annually and considering the latest HMIS data standards and locally developed

performance plans. The data quality standards ensure the completeness, timeliness, accuracy, and consistency of the data in the HMIS.

VI. Privacy

The HMIS Lead and CHOs have specific responsibilities to uphold and comply with the baseline privacy requirements regarding data collection limitations, data quality, purpose and use limitations, openness, access and correction, and accountability provided in the Comprehensive HMIS Policies and Procedures Manual, and the HMIS Privacy Notice and Client Consent approved and adopted by the Homeless Clearinghouse. The HMIS Privacy Notice and Client Consent Form was written in accordance with [HUD requirements and recommendations](#) and describes how participant information may be used and disclosed and how participants can get access to their information and ensures all Cincinnati/Hamilton County CHOs are governed by the same minimum standards of participant privacy protection.

All CHO policies regarding privacy requirements must at least include the criteria in these documents. A CHO may adopt additional substantive and procedural privacy protections that exceed the baseline requirements for each area.

VII. Data Availability and Monitoring

Data will be made available within the HMIS through direct data entry or data imports. Data entry, whether completed directly into HMIS or entry into a separate system and imported into the HMIS, will abide by the requirements of data entry as outlined in the Comprehensive HMIS Policies and Procedures Manual, and HUDs HMIS Data Standards.

CHOs located in Cincinnati/Hamilton County agree to subject themselves to the jurisdiction of HMIS Lead monitoring, as well as the monitoring subcommittee of the Homeless Clearinghouse and its recommendations pertaining specifically to the areas of data quality, privacy, and security. CHOs not currently monitored will be provided advance notice of any planned monitoring.

A. Imported Data

Whereas CHOs are responsible for ensuring appropriate and accurate data is available in HMIS, the HMIS Lead will collaborate with CHOs who choose to import data. CHOs will work with the HMIS Lead to identify a process for importing data. This process may be revised or evolved over time.

CHO's choosing to participate in HMIS through data imports will:

1. Pay all costs and fees associated with the alternative data collection software vendor.
2. Ensure data collection within the alternative software vendor is compliant with the most current HMIS Data Standards.
3. Confirm data entered into the alternative software is imported correctly or alert the HMIS support team to data irregularities so the STEH HMIS team can implement corrections or work with the CHO and/or software vendor to improve the issue.
4. Manage all expectations and requirements with the alternative software vendor including initiating any coordination between the alternative software vendor and the HMIS Lead. Notify the HMIS Lead of the specific deliverables and requirements to initiate or maintain the data exchange. The HMIS Lead will then coordinate any required collaboration with the HMIS vendor, alternative software vendor and CHO as needed.
5. Work with the STEH HMIS administrators to ensure correct and accurate data imports.

VIII. Data Sharing

Generally, data is shared broadly in the HMIS to support trauma informed care, improve service provision, and improve data quality. Additionally, some projects are implemented so users from multiple CHOs can access and enter participant data (e.g. Coordinated Entry, Coordinated Exit, KEYS, STEH Shelter Diversion, etc.). CHOs are bound by the privacy, security, access, and sharing requirements for shared data as described in the Comprehensive HMIS Policies and Procedures Manual, HMIS Privacy Notice and Client Consent Form, and HMIS User Agreement and Code of Ethics.

Specific agencies who serve populations experiencing domestic violence/stalking, or HIV/AIDS will be exempt from sharing data. CHOs coordinating or collaborating with these agencies must set any references to these organizations to private as is described in required HMIS training and noted in the Comprehensive Policies and Procedures Manual.

A. Uses and Disclosures

Uses and disclosure of shared data is limited to those provided for in the Comprehensive HMIS Policies and Procedures Manual. Shared data is intended to assist CHOs to effectively collaborate with each other, increase effectiveness in provision of services, assist in providing trauma-informed care, and allow collective reporting as required by the funder. Access to this data does not imply or provide the right of any CHO to publish data entered by another CHO, use the data for project comparisons, or use the data for other strategic purposes. Data used in this capacity is limited to the data entered by HMIS users associated with their CHO.

B. HMIS System Reporting

The HMIS Lead will refrain from publishing reports on client data that identify specific CHOs or persons, without prior CHO (and where necessary, client) permission. Reports otherwise published will be limited to the presentation of aggregated data. Exceptions to this requirement will be:

1. Any reports required by funders that identify specific CHO(s), where said CHO directly participates in the funding and/or services provided for by the funding, and/or
2. Reports authorized by the Homeless Clearinghouse or requested by a designated Workgroup for the purposes of conducting the business of the CoC, where such reports do not identify specific persons, and/or
3. To provide services or improve services for specific clients.

IX. Security

Security is the degree of resistance to, or protection from, harm or access by persons not authorized by a CHO or HMIS Lead to HMIS data. The security of the data held in and outside the HMIS database is a high priority in the community. Those in contact with HMIS data must take the confidentiality, integrity, and availability of all HMIS information seriously. The HMIS Lead and CHOs are required to abide by the security requirements outlined in the Comprehensive HMIS Policies and Procedures Manual which aims to protect against any reasonably foreseeable threats or hazards to security and ensure that HMIS users are in compliance with the standards set forth in this plan.

X. Indemnification

CHOs shall indemnify, defend and save STEH, its agents and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations,

actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by CHOs including CHO's employees and agents in the performance of this Agreement. Further, CHOs will protect and save STEH harmless from any obligations to reimburse HUD for disallowed costs requested by CHO and paid by STEH.

XI. PARTNER AGENCY FEES

A. CHO PARTICIPATION COSTS

- 1) HMIS fees are used to fund HMIS technology, staff, services, and deliverables to the extent the CoC HMIS grant does not cover these costs. The HMIS Lead will make every effort to fund the HMIS department without increasing HMIS fees including requests to the Clearinghouse to increase the CoC HMIS grant.
- 2) Annual HMIS fees will be set forth in a separate HMIS Fee Structure Agreement, referred to herein as an appendix..
- 3) The contract with the HMIS vendor allows for a set number of CoCs, agencies, data analysis seats, and user seats. The HMIS Lead will make every effort to cover these costs through the CoC HMIS grant. If vendor fees increase or the number of CoCs, agencies, data analysis seats, or user seats increase beyond the number provided for in the vendor contract, fees charged to CHOs may also increase. The HMIS Lead will make every effort to offset these costs through an increase to the CoC HMIS grant. If funding cannot be offset, the HMIS Lead will make every reasonable effort to provide advance notice of fee changes effecting CHOs.

B. PAYMENTS

- 1) Payment terms will be defined in the HMIS Fee Structure Agreement Appendix.
- 2) Payments will not be deducted from program reimbursement, unless or until a given project fails to pay its fees and the grace period has expired.
- 3) Subject to and only following the aforementioned grace period, the HMIS Lead reserves the right to suspend CHO user licenses until full payment is received.
- 4) Payments made to Strategies to End Homelessness for annual fees cannot be used to match federal awards without prior approval from the HMIS Lead.

XII. TERM OF AGREEMENT

A. TERM

This APA becomes effective when signed by both parties and shall remain in effect unless terminated according to paragraph XII. (C) hereof or a newer revised APA is signed by both parties. The goal of this agreement is that it remains in place for the duration of the calendar year in which it is signed and thereafter unless or until the terms of the agreement are amended by approval of the Homeless Clearinghouse. The HMIS Fee Structure Agreement would be signed separately, the contract term to be defined therein.

B. AMENDMENT

Any party may propose changes to this agreement. Said proposals are to be presented to the Homeless Clearinghouse for deliberation and vote following a community comment period.

- 1) Proposed changes are to be submitted to the HMIS Director at the HMIS Lead.

- 2) The HMIS Lead reserves the right to present requested changes to the Homeless Clearinghouse Steering Team and subsequently the full Homeless Clearinghouse for approval/agreement prior to notifying additional agencies.
- 3) All CHOs will be notified of the proposed change within 60 days of submission, or as soon as reasonably practicable, following approval/agreement by the Homeless Clearinghouse.
- 4) This notification to all HMIS CHOs will mark the commencement of an open comment period lasting a minimum of 21 days for Homeless Clearinghouse members and all HMIS CHOs to submit comments, counterproposals, further revisions, etc., regarding the proposed change(s).
- 5) Comments are likewise to be submitted to the HMIS Director at the HMIS Lead via email, which will then be responded to and/or integrated into a draft version of the revised agreement which will be provided to CHO Executive Directors and HMIS Primary Point Persons for review, comments, revisions. Up to three cycles of revisions may be completed within up to 60 days. The Homeless Clearinghouse and/or all agency CHOs may be provided specific comments and/or revisions upon request.
- 6) After a maximum of 60 days a final draft version of the revised agreement will be provided to the Homeless Clearinghouse Steering team and thereafter present the proposed change to the Homeless Clearinghouse.
- 7) The proposed amendment will be voted upon by the Homeless Clearinghouse which generally occurs on the third Friday of a month. Thereupon voting, the decision of the Homeless Clearinghouse will stand.
- 8) During the pendency of any open comment period, all parties are expected to continue abiding by the terms of this Agreement as then currently in force.

C. TERMINATION

- 1) Termination without cause: A CHO has the right to terminate this APA without cause with 90-days prior written notice to the other party.
- 2) Termination with cause: if either party believes the other to be in default of any one or more of the material terms of this APA, that party will notify the other in writing of such default. The other party shall then have thirty (30) days in which to cure such default unless both parties agree to a longer period of time. 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.
- 3) If this APA is terminated, whether with or without cause, the HMIS Lead and its remaining CHOs shall retain their right to the use of all HUD Standard Data Elements and client data previously entered by the terminating CHO, subject to any restrictions requested by individual clients. The HMIS Lead will make every effort to provide the CHO with a complete export of all data entered into the HMIS by the CHO.
- 4) Service providers in this CoC who are required to become HMIS CHOs based on funding sources may be forfeiting funding from those sources upon termination of this agreement.

D. APPENDICIES

The following appendices are incorporated herein as part of this APA and available on the STEH website, <https://www.strategiestoendhomelessness.org/what-we-do/data/hmis-transition/> or by request:

- 1) Comprehensive HMIS Policy and Procedures Manual, including the HMIS Security, Privacy, and Data Quality Plans.
- 2) HMIS User Agreement & Code of Ethics

- 3) HMIS Privacy Notice and Client Consent Form
- 4) HMIS Fee Structure Agreement

E. SEVERABILITY

If any individual clause, or portion of a clause, in this agreement is considered invalid under the rule of law, it shall not impact the enforceability of any of the remaining clauses of this agreement, which on its whole shall continue to be valid and in full effect. To the extent possible, any unenforceable or invalid clause in this agreement shall be modified to show the original intention of the parties and thus the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve this agreement to the fullest possible extent. The Homeless Clearinghouse will be notified of any such modifications.

F. REMEDIES

The parties' primary goal is to work together for the common good of all parties hereto. However, should exercise of a particular clause be determined necessary in a given instance, any specific right or remedy provided in this contract will not be exclusive to the exercise of other remedies provided herein.

G. WAIVER

Failure of any party in a given instance to insist on strict compliance with any particular term or clause of this agreement shall not be deemed a waiver of such term or clause, or of any similar right or power contained herein at any subsequent time.

The signature of the parties hereto indicates their agreement with the above terms and conditions.

AGENCY NAME _____

By _____ Date _____

Print Name _____

Strategies to End Homelessness

By _____ Date _____

Kevin Finn
President/CEO Strategies to End Homelessness