

Homeless Management Information System (HMIS) Participation Agreement

Between the City of Philadelphia Office of Homeless Services and

HMIS Participating Agency: _____

The City of Philadelphia Homeless Management Information System ("HMIS") is a client information system designed to record and store client-level information on the characteristics and service needs of homeless persons. HMIS assists the Philadelphia Continuum of Care to become better informed on the extent and nature of homelessness over time. Specifically, HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs.

HMIS is administered by the City of Philadelphia Office of Homeless Services ("OHS") in partnership with the Philadelphia Continuum of Care and in accordance with the U.S. Department of Housing and Urban Development's ("HUD") HMIS regulations as found in:

- *Federal Register, Vol. 69, No. 146, Part II, Department of Housing and Urban Development, Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice; Notice, July 30, 2004 ("HUD HMIS 2004 Final Notice") including subsequent rule releases; and*
- *U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Homeless Management Information System (HMIS), Data Standards, Revised Notice, March 2010 ("HUD HMIS 2010 Revised Notice"), including succeeding revisions.*

These documents will be henceforth collectively referred to as HUD's Data and Technical Standards.

As the HMIS Lead Agency, OHS is responsible for administering the HMIS on behalf of the Philadelphia CoC, these responsibilities include the implementation, monitoring, project management, training, maintenance, help desk support and – in coordination with the HMIS Software Provider – the enhancement and upgrading of the HMIS software. Each Participating Agency is responsible for acquiring client signed consent and entering client data in the HMIS according to project type requirements. See the attached *HMIS Governance Charter* and the *Data Quality Plan* for detail information on OHS responsibilities, those of Participating Agencies, HMIS technical support process, and the OHS monitoring process.

A. HMIS Participation

1. An agency is considered to be an HMIS Participating Agency ("Agency") when it collects client-level data on homeless clients for an HMIS.
2. By participating in HMIS, the Agency, including its employees, volunteers, affiliates, contractors, and associates, is subject to all data collection, privacy, and security standards set forth in HUD's Data and Technical Standards as well as any subsequent revisions.
3. The Agency shall provide accurate and timely client data to OHS through direct data entry into HMIS and/or the submission of data extract files for upload into HMIS (data integration). The manner of participation shall be determined by OHS on the project level and shall be based on the project's status in relation to the following factors:
 - a. Contractual relationship between OHS and the project; and
 - b. Project's existing client-level data collection system.
4. The Agency's minimum data collection requirements shall be determined on the project level and shall be based on the project's status in relation to the following factors:
 - a. Contractual relationship between OHS and the project; and

- b. Project's receipt of U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Act program funds

Minimum Data Reporting Requirements:

Program Status	HUD Universal Data Elements	HUD Program-Specific Data Elements	Data Elements Established by OHS
<ul style="list-style-type: none"> ▪ No contractual relationship with OHS and ▪ Does not receive HUD McKinney-Vento Act funds and ▪ Does not receive Homelessness Prevention and Rapid Re-Housing Project funds 	X		
<ul style="list-style-type: none"> ▪ No contractual relationship with OHS and ▪ Receives HUD McKinney-Vento Act funds and/or ▪ Receives Homelessness Prevention and Rapid Re-Housing Project funds 	X	X	
<ul style="list-style-type: none"> ▪ Contractual relationship with OHS and ▪ Does not receive HUD McKinney-Vento Act funds and ▪ Does not receive Homelessness Prevention and Rapid Re-Housing Project funds 	X	X	X
<ul style="list-style-type: none"> ▪ Contractual relationship with OHS and ▪ Receives HUD McKinney-Vento Act funds and/or ▪ Receives Homelessness Prevention and Rapid Re-Housing Project funds 	X	X	X

B. Privacy, Confidentiality, and Security

This section is not applicable if the Agency is covered under the *Health and Insurance Portability and Accountability Act of 1996 ("HIPAA")*. If the Agency is an HIPAA-covered entity, the Agency is required to operate in accordance with HIPAA regulations and is exempt from the privacy and security standards found in HUD's Data and Technical Standards.

1. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect client records, including but not limited to the privacy and security standards found in HUD's Data and Technical Standards.
2. The Agency shall adopt and comply with the attached *Notice of Privacy Practices for Use with the Homeless Management Information System ("HMIS Privacy Notice")*. Agencies without a

contractual relationship with OHS may use an Agency-specific alternative that complies with HUD's baseline privacy standards.

3. The Agency shall prominently display the attached *Notice of Privacy Practices Posting* at each intake desk (or comparable location). Agencies without a contractual relationship with OHS may use an Agency-specific alternative that complies with HUD's baseline privacy standards.
4. The Agency shall collect a signed HMIS consent, by ensuring that clients sign the *Authorization To Disclose Client Information form*.
5. The Agency shall provide a copy of the *HMIS Privacy Notice* upon client request. Clients must acknowledge receipt by signing the attached *Acknowledgement Form*. Agencies without a contractual relationship with OHS may use an Agency-specific alternative. The Agency shall keep signed copies of the *Acknowledgement Form*.
6. The Agency shall provide reasonable accommodations to persons with disabilities and to persons with limited English proficiency to ensure their understanding of the *HMIS Privacy Notice* and/or *Acknowledgement Form*.
7. The Agency shall use client information in HMIS only to assist the Agency in providing adequate and appropriate services to the client.
8. The Agency shall implement procedures to ensure and monitor its compliance with applicable requirements and agreements, including enforcement of sanctions for noncompliance
9. In the event of a breach of system security or Client confidentiality, the Director of the Agency and/or designated security officer shall notify OHS within twenty-four (24) hours. Any Agency that is found to have had breaches of system security, Client confidentiality and/or violation of participation agreement shall enter a period of probation, during which technical assistance shall be provided to help the Agency prevent further breaches/violations.
 - a. Probation shall remain in effect until OHS has evaluated the Agency's security, confidentiality and/or violation measures and found them compliant with the policies stated in this Agreement. Subsequent violations of system security may result in suspension from the HMIS.

C. Data Collection

1. Direct Data Entry into HMIS

- a. The Agency shall only solicit or input into HMIS client information that is essential to providing services to the client.
- b. The Agency shall not knowingly enter false or misleading data under any circumstance, nor use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- c. The Agency shall ensure that all staff, volunteers and other persons who use HMIS are issued an individual User ID and password.
- d. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receive confidentiality training, HMIS training, and comply with the attached *HMIS User Agreement* and the *HMIS Participation Agreement*.
- e. The Agency shall enter information into HMIS on a timely (real-time or close to real time) basis.

2. Data Integration

- a. The Agency shall submit client-level data to OHS for integration into HMIS in an agreed upon format no less than once annually.

- b. All data shall be cleaned, updated, and formatted according to agreed upon data specifications prior to submission to OHS.
- c. The data specifications shall be collaboratively developed by the Agency and OHS based on the Agency's existing database, the Agency's capacity to modify said database and the Agency's data reporting requirements.
- d. The Agency shall not knowingly submit false or misleading data under any circumstance.

D. Data Output

- 1. OHS may provide aggregate or statistical data to the Agency on a periodic basis.
- 2. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons in accordance with HUD's HMIS Data and Technical Standards. Such aggregate data shall not directly identify individual clients.
- 3. OHS will use HMIS data for homeless policy and planning decisions; in preparing federal, state or local applications for homelessness funding; to demonstrate the need for and effectiveness of projects; and, to obtain a system-wide view of project utilization.
- 4. If the Agency ceases to participate in HMIS, OHS will retain all HMIS client data previously entered/submitted by the Agency.

E. Period of Agreement and Modification/Termination

This agreement will become effective when signed by both parties and will remain in effect until revoked in writing by either party. This agreement may be amended at any time by further written consent of both parties. This agreement may be terminated with 60 days of a written notice.

This agreement is not intended to and does not create any contractual rights or obligations with respect to the signatory or any other parties.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Agency Name

Signature of Executive Director
Agency

Date

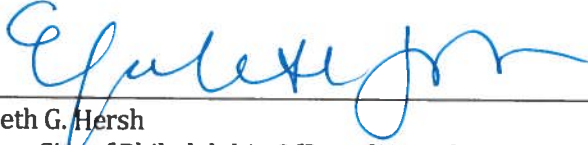
Signature of Director
City of Philadelphia Office of Homeless Services

Date

Update Log

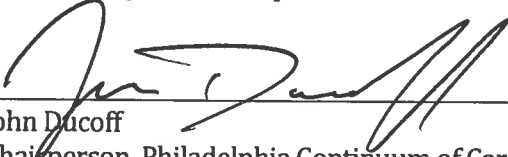
Created: January, 2011

Reviewed and Reapproved: March 29, 2011
September 11, 2017



Elizabeth G. Hersh
Director, City of Philadelphia Office of Homeless Services

9/12/17
Date



John Ducoff
Chairperson, Philadelphia Continuum of Care Board

9/11/17
Date

Attachments:

- A. HMIS Governance Charter
- B. HMIS Privacy Plan
- C. HMIS Security Plan
- D. HMIS Data Quality Plan
- E. HMIS User Agreement

