

MAINE HOMELESS MANAGEMENT INFORMATION SYSTEM

Maine Homeless Management Information System (HMIS) Agency Participation Agreement

Maine State Housing Authority
and

Agency Name: _____

This **Maine Homeless Management Information System (HMIS) Agency Participation Agreement (the "Agreement")** between the Maine State Housing Authority (MaineHousing) and

_____, a Maine non-profit corporation located at _____
("Agency") regarding the access and use of HMIS is effective as of _____, 2018.

I. Introduction

HMIS, a shared database maintained by MaineHousing, allows authorized personnel at agencies serving homeless persons throughout Maine to enter, track, and report on information, including protected health information ("PHI") and mental health information, concerning their own clients and to share certain information on common clients with certain other providers.

II. HMIS Data Entry and Use

A. *Policies and Procedures.* Agency will comply with the policies and procedures set forth in the *Homeless Management Information System Policies & Procedures Manual* (the "HMIS Manual") and in the *User Policy, Responsibility Statement, & Code of Ethics* (the "User Policy") available at www.Mainehmis.org. Modifications to the HMIS Manual and the User Policy may be made by MaineHousing as required for the purpose of smooth and efficient operation of HMIS or as required by law. Agency will ensure that Agency and persons in its control also comply with HMIS user license agreements.

B. *Training.* Agency will ensure that all staff, volunteers, and other persons in Agency's control who are issued a user ID and password for HMIS are trained and certified by HMIS training staff before using HMIS and receive information and training concerning the confidentiality, privacy and security of client information. A signed copy of the User Policy shall be forwarded to the HMIS System Administrator, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330 for each user in the Agency's control for purposes of system administration.

C. *Data Entry.* Agency will enter in HMIS only individuals who exist as clients of the Agency. Agency is the owner of its own agency-specific client data and will not be denied access to that client data. Agency will provide services to a client regardless of the client's participation in the HMIS if the client is otherwise eligible for the services. Agency will enter information in HMIS in a consistent manner and will follow guidelines in the Data Quality

Plan and Best Practices Guide available at www.mainehmis.org for timeliness, accuracy, and completeness.

D. *Obtaining Client Authorization to Disclose Information.* Agency will obtain a signed Client Authorization to Disclose Information form available at www.mainehmis.org for all clients whose information will be shared in HMIS by the Agency. The Client Authorization to Disclose Information form, once signed or authorized by the client, authorizes client data to be entered into HMIS and shared with other participating agencies. Agency will provide a HMIS Data Privacy Notice available at www.mainehmis.org to each client with the Client Authorization to Disclose Information form. Agency will FAX MaineHousing regarding any client who does not authorize Agency to disclose information. Agency will provide a verbal explanation of HMIS and the terms of their authorization including the date of expiration of any Client Authorization to Disclose Information to each client and will arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Authorization form and Privacy Notice. **The Agency may obtain verbal consent when the clients are not physically present and their data will be shared.** In order for clients to be able to have informed consent and provide verbal authorization, Agency staff must read the full contents of the Client Authorization to Disclose Information form to the clients and sign the form only when clients agrees to share their information in HMIS. Agency staff must agree to provide the Client Authorization to Disclose Information form in writing to clients at the clients' request. Agency must obtain the signed Client Authorization to Disclose Information form upon client's arrival at Agency..

E. *Termination of Client Authorization to Disclose Information.* With a current Client Authorization to Disclose Information form on file, Agency may update, edit, and print out a client's information. Once the Client Authorization to Disclose Information expires, the Agency will no longer edit or print the record and any new information entered into HMIS will not be accessible to other participating agencies. Information entered before the date of the expired Authorization will continue to be available to participating agencies. If a client withdraws the client's Authorization to Disclose Information, Agency will ensure that the client's information is unavailable to any other participating agency from the date of the client's withdrawal of the Authorization forward. Agency will keep signed copies of the Client Authorization to Disclose Information for a period of seven (7) years after expiration.

F. *Proper Use of HMIS.* Agency will not cause the corruption of HMIS, or the integrity of any data therein, in any manner. Agency will not include profanity or other offensive language in HMIS. Agency will not include or transmit any material in violation of any federal or state law or regulation, including without limitation, copyrighted material, material legally judged to be threatening, harassing, defamatory or obscene, and material protected by trade secret. Agency will not use HMIS for the purpose of defrauding federal, state or local governments, individuals or entities, or to conduct any illegal activity.

G. *Aggregated Information.* Agency agrees that it may only disclose aggregated information generated by HMIS that is specific to its own services. Agency acknowledges that the disclosure of aggregated information will be governed through policies established by

relevant committees operating at the HMIS level for statewide analysis and at the Continuum of Care level for community-level analysis. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain published findings that do not include any client-identifiable PHI.

H. *High Speed Connection.* Agency will provide and maintain its own high speed connection to the Internet.

I. *Privacy Notice.* Agency shall post the HMIS Data Privacy Notice at each intake desk or comparable location such that it is reasonably likely to be seen by clients served by the Agency. If the Agency maintains a website, a link to the Privacy Notice must be accessible from the Agency's website.

J. *Virus Protection.* Agency will keep updated, commercially reasonable virus protection software on Agency computers that access HMIS in accordance with industry standards applicable to Agency.

K. *MaineHousing Requirements.* Notwithstanding any other provision of this Agreement, Agency agrees to abide by all policies and procedures relevant to the use of HMIS that MaineHousing publishes from time to time by mail or e-mail and on MaineHousing's website. Such policies and procedures shall take effect upon the date specified in the notice.

L. *Confidentiality Laws.* Agency will comply with all applicable federal and state confidentiality, privacy and security regulations and laws that protect client information, including without limitation:

1. Federal confidentiality regulations contained in 42 C.F.R. Part 2 regarding disclosure of substance use disorder records;
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Privacy and Security Rules promulgated thereunder at 45 C.F.R. Parts 160 and 164;
3. 10 M.R.S.A Chapter 210-B (Maine's Notice of Risk to Personal Data Act) regarding mandatory notices to clients in the event of breaches of client personal data;
4. 22 M.R.S.A. §1711-C regarding the confidentiality of health care information maintained by health care facilities and practitioners;
5. 34-B M.R.S.A. §1207 and 14-193 C.M.R. Chapter 1, Part A, Section IX (Maine's Rights of Recipients of Mental Health Services) regarding the confidentiality of client mental health information maintained by licensed mental facilities, agencies and programs.

M. *User Leaving.* If any user leaves the Agency or no longer needs access to HMIS, the Agency HMIS administrator will *immediately notify the HMIS Team at HMIShelp@mainehousing.org* so the user's access can be terminated.

N. *Breach of Security.* Agency acknowledges that ensuring the confidentiality, security and privacy of any information accessed, used or downloaded from HMIS by the Agency is strictly the responsibility of the Agency. Agency is obligated, once identified, to rectify any violations of the HMIS Manual or HMIS user license agreement. In the event of a breach or suspected breach of the privacy or security of any information received from another Agency via HMIS under this Agreement, or in the event of any unauthorized use or disclosure of any information received from another Agency via HMIS under this Agreement, the Agency will *immediately notify the HMIS Team at 207-626-4600 or HMIShelp@mainehousing.org* and the Agency whose information was breached, and comply with any breach notification obligations the Agency may have under the HIPAA breach notification rules and/or Maine's Notice of Risk to Personal Data Act.

III. Breach of Agreement

If Agency breaches this Agreement, MaineHousing may suspend or revoke Agency's user license, suspend or revoke Agency's ability to view data input by other agencies, require Agency to participate in training, reduce Agency's funding, and/or require Agency to take other appropriate steps to remedy the breach.

IV. Data Sharing

Subject to the above Client Authorization to Disclose Information requirements and the parameters set forth in Appendix A, Agency's client information will be shared with other participating agencies, or programs within a participating agency. A current list of participating agencies and the programs they deliver is available at www.mainehmis.org. See Appendix B for a list of programs and their acronyms. Notwithstanding the foregoing, Client information entered by Milestone Recovery or any runaway and homeless program may not be viewed by Agency or any other participating agency.

V. Other Terms and Conditions

A. MaineHousing shall not be liable to Agency for any cessation, delay, or interruption of any HMIS services, nor for any malfunction of HMIS hardware, software, or equipment. Agency agrees to use HMIS "as is" and to assume all risks related to such use, except for risks directly resulting from the gross negligence or willful misconduct of MaineHousing.

B. This Agreement shall be in force until terminated in writing by either party. Without limiting the generality of the foregoing or the right of MaineHousing to terminate this Agreement for any reason, MaineHousing may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

VI. Hold Harmless

A. MaineHousing makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold MaineHousing 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 HMIS; 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. The Agency will also hold MaineHousing harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, or service interruption caused by Medware Information Systems, by the Agency's or other participating agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. MaineHousing 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 gross negligence or willful misconduct of MaineHousing. MaineHousing agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of MaineHousing.

B. The Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000). Said insurance policy shall include coverage for theft or damage of the Agency's HMIS-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.

C. The provisions of this section survive this Agreement.

MAINE STATE HOUSING AUTHORITY

By: _____
Daniel Brennan
Its Director

AGENCY

By: _____
Printed name: _____
Its: _____
[Title or Authority]

APPENDIX A

Subject to the terms of the Agreement, participating agencies may view the following information on their clients via HMIS even if the information was entered by another participating agency:

Universal Data Elements

Name	Social Security Number	Date of Birth
Race	Ethnicity	Gender
Veteran Status	Disabling Condition	Project Start Date
Project Exit Date	Destination	Relationship to Head of Household
Client Location (CoC code)	Housing Move-In Date	*Living Situation
*Residence prior to Project Entry	*Length of stay in previous place	*Did you stay less than 90 days?
*Did you stay less than 7 nights?	*On the night before did you stay on the streets, ES, or SH	*Approximate Date Homelessness started
*Regardless of where they stayed last night – number of times the client has been on the streets, in ES, or SH in the past three years including today	*Total number of months homeless on the street, in ES or SH in the past three years	

Common Data Elements

Income and Sources	Non-Cash Benefits	Health Insurance
Physical Disability	Developmental Disability	Chronic Health Condition
HIV/AIDS	Mental Health Problem	Substance Abuse
Domestic Violence	Contact	Date of Engagement
Bed-night Date	Housing Assessment Disposition	

Additional Fields

VI-SPDAT score, type, date	Zip Code of Last Permanent Address	Release of Information information
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Best way to reach you	How many members in household	How many adults
How many children under 18	Caller town	Where did you sleep last night
Was where you stayed last night a safe location that you can return to	Do you have any resources for a place to stay tonight	Will any type of assistance help you to stay in a safe location
Will any type of assistance help you remain where you stayed last night or stay in another safe location	If yes, what assistance is needed	If yes, where is that safe location
Have you applied for General Assistance in that community	Has any service provider (i.e., case manager	

Subject to the terms of the Agreement, agencies and programs that deliver ESHAP, STEP, and Maine TBRA share the following information among each other via HMIS:

Current Number of clients in households (including HoH)	Initial Housing Stability Plan Completed?	Initial Housing Stability Plan Date
Did you complete services this month?	Did client exit the program during this update?	End of Program Participation Date
EOP outcome	Date Application submitted to MaineHousing	Referring Agency or shelter
STEP Coupon Issuance	Type of Housing	Contract Rent Amount
Asset Information		

Subject to the terms of the Agreement, programs that deliver VA Outreach, VASH, SSVF, GPD, or VA By Name List (VABNL) share the following information among each other via HMIS:

Veteran's Information	Services Provided – SSVF	Financial Assistance – SSVF
Percent of AMI – SSVF	Last Permanent Address	VAMC Station Number
SSVF HP Targeting Criteria	HUD-VASH Voucher Tracking	HUD/VASH Exit Information
Connection with SOAR	Last Grade Completed	Employment Status
General Health Status	Date identified	Client's email address
Client contact number	Was veteran status confirmed	Last known location/provider
Permanent housing plan/track	Date Permanent housing plan was created	Is Veteran eligible for SSVF
Is Veteran eligible for VHA	Permanent housing plan notes	Notes and additional information
Case manager information	Do you work with a case manager or outreach worker that you can trust and can serve as your housing navigator – be able to find you easily, help collect housing documents and accompany you to housing application appointments	Services
Referral	General Health Status	

Subject to the terms of the Agreement, the participating agencies that deliver PATH share the following information among each other via HMIS:

Services Provided – PATH Funded	Referrals Provided – PATH	Path Status
Connection with SOAR	Client became enrolled in PATH	

APPENDIX B

BRAP - Bridging Rental Assistance Program

CES - Coordinated Entry System

ESHAP - Emergency Shelter and Housing Assistance Program

GPD - Grant Per Diem

PATH - Projects for Assistance in Transition from Homelessness

PH – Continuum of Care (COC) funded - Permanent Housing

PSH – COC funded - Permanent Supportive Housing

RHY - Runaway and Homeless Youth

SPC - Shelter Plus Care

SSVH - Supportive Services for Veterans Families

STEP - Stability Through Engagement Program

TBRA – COC funded – Tenant Based Rental Assistance

TH - Transitional Housing

VABNL - VA by Name List

VASH - VA Supportive Housing