

The Knoxville Homeless Management Information System (“HMIS”), operated by The University of Tennessee, is an information system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information which communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

_____, ("Agency") has elected to participate in Knoxville HMIS.

Agency and Knoxville HMIS agree as follows:

1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
 - (i) "Client" refers to a consumer of services;
 - (ii) "Partner Agency" refers generally to any Agency participating in Knoxville HMIS.
 - (iii) "Agency staff" refers to both paid employees and volunteers.
 - (iv) "HMIS" refers to the Knoxville HMIS system operated by The University of Tennessee College of Social Work.
 - (v) "Enter(ing)" or "entry" refers to the entry of any Client information into Knoxville HMIS.
 - (vi) "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in Knoxville HMIS with another Partner Agency.
 - (vii) "Knoxville HMIS Advisory Committee" refers to Knoxville HMIS advisory body. The Advisory Committee is comprised of representatives from the greater Knoxville community. The Advisory Committee serves in a consultative and counseling capacity to The University of Tennessee as the system administrator. A list of the current members of the HMIS Advisory Committee is available on the Knoxville HMIS web page (knoxhmis.sworps.utk.edu).
 - (viii) "Identified Data" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
 - (ix) "Deidentified Data" refers to data that has specific Client demographic information removed, allowing use of the data *without identifying* a specific Client. Also referred to as "non-identifying" information.
- b. Agency understands that when it enters information into HMIS, such information will be available to the Knoxville staff who may review the data to administer HMIS; to conduct analysis; and to prepare reports which may be submitted to others in de-identified form *without* individual identifying Client information.
- c. Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS

system. Agency is responsible for determining and designating in HMIS whether information may or may not be shared.

2. Confidentiality:

- a. Agency will not
 - (i) enter information into HMIS which it is not authorized to enter; and
 - (ii) will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.
- b. Agency represents that: *(check applicable items)*
 - (i) it is _____; is not _____ a “covered entity” whose disclosures are restricted under HIPAA (45 CFR 160 and 164);
 - (ii) it is _____; is not _____ a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
 - (iii) If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.
 - (iv) If Agency is subject to any laws or requirements which restrict Agency’s ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
- c. To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Knoxville in writing of such restrictions.

3. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (“HUD”) on July 23, 2003, Agency will prominently display a Notice of Uses and Disclosures (“Notice”) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the *Notice to Clients of Uses & Disclosures*, except that (a) where an Agency’s treatment of information is materially limited by other applicable laws or requirements, the Agency’s Notice must reflect the more stringent requirements, and (b) Agency will update its Notice whenever the Knoxville HMIS updates and distributes a new form of *Notice to Clients of Uses & Disclosures*. Agency will provide a written copy of the Agency’s Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Consent form. Agency will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

4. Information Sharing/Consent:

- a. **Designation for Sharing:** Prior to designating any information for sharing, Agency will provide the Client with a copy of the Knoxville *Notices of Use and Disclosures* ("Notices"). The current form of the Notice is available on the Knoxville web page (knoxhmis.sworps.utk.edu) and is incorporated into this Agreement and may be modified from time to time by Knoxville HMIS. Following an explanation of the data use, the Agency will obtain the informed consent of the Client by having the Client sign the Knoxville HMIS *Client Consent/Release of Information* form.

If a Client does not sign the consent/release form as described above, information may not be shared with other Partner Agencies. It is the responsibility of Agency entering information about a Client to determine whether consent has been obtained; to make appropriate entries in HMIS to either designate the information as appropriate for sharing or prohibit information sharing; to implement any restrictions on information sharing; and to implement any revocation of consent to information sharing.

- b. **Consent Requirements:** All consent must be in the form of the informed written consent of Client. At a minimum, Agency must meet the following standards:
- (i) In obtaining Client consent, Agency will provide a copy of the Knoxville HMIS *Notices of Use and Disclosures* to Client along with a verbal explanation of the Notice and the terms of consent. Agency will arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Consent form or the Agency's Notice.
 - (ii) Agency will use the *Client Consent/Release of Information* form ("Consent"), for all Clients where written consent is required. A separate Consent form will be obtained for each member of a household that is receiving services. The current form of the *Client Consent/Release of Information* is available on the Knoxville HMIS web page (knoxhmis.sworps.utk.edu). *Client Consent/Release of Information* is incorporated into this Agreement and may be modified from time to time by Knoxville HMIS.
 - (iii) Agency will note any limitations or restrictions on information sharing on a Client's *Client Consent/Release of Information* form with appropriate data entries into HMIS. If questions arise (for example questions on how to implement restrictions on information sharing), Agency will notify Knoxville HMIS staff in writing before authorizing the sharing of any information.
 - (iv) If a Client withdraws or revokes consent for release of information, Agency is responsible for immediately making appropriate data entries in HMIS to ensure that Client's information will not be shared with other Partner Agencies.
 - (v) Agency will keep all copies of the *Client Consent/Release of Information* form signed by Clients for a period of six years. Such forms will be available for inspection and copying by Knoxville HMIS at any time.
 - (vi) This information is being gathered for the collection and maintenance of a research database and data repository. The consent obtained is in effect until the client revokes the consent or until the research project is ended.

5.

No Conditioning of Services: Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to sign a ***Client Consent/Release of Information*** form for the sharing of identified information or refusal to allow entry of identified information into HMIS.

6. Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

7. Client Inspection/Correction: Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections will be made by way of a new entry which is in addition to but is not a replacement for an older entry.

8. Security: Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Agencies will follow the ***Knoxville Security Policy*** which is on the Knoxville web page (knoxhmis.sworps.utk.edu) and is incorporated into this agreement and may be modified from time to time. Among the steps Agency will take to maintain security and confidentiality are:

- a. **Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- b. **User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign a ***User Policy, Responsibility Statement & Code of Ethics*** ("User Policy"), which is found on the Knoxville HMIS web page (knoxhmis.sworps.utk.edu) and is incorporated into this agreement and may be amended from time to time by Knoxville HMIS. Agency will comply with, and enforce the User Policy and will inform Knoxville HMIS immediately in writing of any breaches of the User Policy
- c. **Computers:** Security for data maintained in Knoxville HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see <http://www.hud.gov/offices/cpd/homeless/hmis>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS. Agency will allow access to HMIS only from computers which are:
 - (i) physically present on Agency's premises;
 - (ii) owned by Agency; or
 - (iii) approved by Agency for the purpose of accessing and working with HMIS; and
 - (iv) protected from viruses by commercially available virus protection software,
 - (v) protected with a software or hardware firewall,
 - (vi) maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes,

- (vii) accessed through web browsers with 128-bit encryption (e.g., Internet Explorer, version 6.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall *not* be used with respect to Knoxville HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system,
 - (viii) staffed at all times when in public areas. When computers are not in use and staff are not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely,
- d. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the application requires that the default password be changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Knoxville HMIS.

- e. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Knoxville HMIS. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Knoxville HMIS. Knoxville HMIS will be reasonably available during Knoxville HMIS defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- f. **Records:** Agency and Knoxville HMIS will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of six years after such disclosure. On written request of a Client, Agency and Knoxville HMIS will provide an accounting of all such disclosures within the prior six-year period. Knoxville HMIS will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

9. Information Entry Standards:

- a. Prior to the entry of identifying data, a signed **Client Consent/Release of Information** form will be completed by the Client.
- b. Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

- c. Agency will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- d. Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- e. Agency will enter information into the HMIS database within one month of data collection.
- f. Agency will not alter or over-write information entered by another Agency.

10. Use of Knoxville HMIS:

- a. Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other Knoxville HMIS participating agencies.
- b. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identifying individual Clients.
- c. Agency and Knoxville HMIS will report only non-identifying information in response to requests for information from HMIS, and in conducting any research that relies on information from HMIS.
- d. Agency will use HMIS database or its legitimate business purposes only.
- e. Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.
- f. Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct and illegal activity.

11. Proprietary Rights of the Knoxville HMIS:

- a. Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual.
- b. Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

12. HMIS Advisory Committee: Knoxville HMIS will consult with the Advisory Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the HMIS Advisory Committee, which will try to reach a voluntary resolution of the complaint.

13. Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees,

volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit if the parties only and this agreement creates no rights in any third party.

14. Limitation of Liability. The University of Tennessee and Knoxville HMIS shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. Disclaimer of Warranties. Knoxville HMIS makes no warranties, express or implied, including the warranties or merchandise ability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS system to any other matter.

16. Additional Terms and Conditions:

- a. Agency will abide by such guidelines as are promulgated by HUD and/or Knoxville HMIS from time to time regarding administration of the HMIS.
- b. Agency and Knoxville HMIS intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Knoxville HMIS agree to modify the terms of this agreement so as to comply with applicable law.
- c. Neither Knoxville HMIS nor Agency will transfer or assign any rights or obligations regarding Knoxville HMIS without the written consent of either party.
- d. Agency agrees to indemnify and hold Knoxville HMIS, its agents and staffs, and The University of Tennessee harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency’s obligations under this Agreement.
- e. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Knoxville HMIS Security Policy by Agency.
- f. If this Agreement is terminated, Agency will no longer have access to HMIS. Knoxville HMIS and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.
- g. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

Signed,

Signature of Executive Director

Date

Print Executive Director Name

Agency Name

Street Address

City

State

Zip Code

Mailing Address *(Leave Blank If Same As Above)*

City

State

Zip Code

Signature of HMIS Knoxville Director

Date