



HMIS Document

# FL-507 CONTINUUM OF CARE HMIS PARTNER AGREEMENT

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## INTRODUCTION

The CoC FL-507 Homeless Management Information System (“HMIS”) 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 the CoC FL-507 HMIS.

Agency and Homeless Services Network agree as follows:

## SECTION 1 - GENERAL UNDERSTANDINGS

1. In this Agreement, the following terms will have the following meanings:
  - a. “Client” refers to a consumer of services;
  - b. “Partner Agency” refers generally to any Agency participating in CoC FL-507 HMIS.
  - c. “HMIS Lead Agency” refers to the agency designated by CoC FL-507 to administer HMIS on behalf of the CoC. The HMIS Lead Agency is currently Homeless Services Network.
  - d. “HSN” refers to Homeless Services Network.
  - e. “Agency staff” refers to both paid employees and volunteers of an Agency.
  - f. “HMIS” refers to the CoC FL-507 HMIS system.
  - g. “Enter(ing)” or “entry” refers to the entry of any Client information into the HMIS.
  - h. “Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in the HMIS with another Partner Agency.
  - i. “CoC FL-507 HMIS Advisory Committee” refers to CoC FL-507’s HMIS advisory body. The Advisory Committee is comprised of representatives from Homeless Services Network (as HMIS Lead Agency) and at large members from Partner Agencies. The Advisory Committee serves in a consultative and counseling capacity to Homeless Services Network’s role as the HMIS Lead Agency.
  - j. “Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.
  - k. “De-identified Information” 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.
2. Agency understands that when it enters information into the HMIS, such information will be available to the HMIS Lead Agency’s 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.
  - a. 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. Agency is responsible for determining and designating in HMIS whether information may or may not be shared.

## SECTION 2 - CONFIDENTIALITY

1. Agency will not
  - a. enter information into HMIS which it is not authorized to enter. Information entered into HMIS must reflect the Agency's funding/grant requirements; and
  - b. 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.

## SECTION 3 - DISPLAY OF NOTICE

Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, Agency will prominently display at each intake desk (or comparable location), the HSN [Privacy Notice](#) that explains the reasons for collecting Client identified information in HMIS and the client rights associated to providing Agency staff with their identified data. Agency will post the HSN [Privacy Notice](#) document prominently to ensure client's understanding of their rights. The current form is available from HSN and is incorporated into this Agreement and may be modified from time to time and such modifications may impact data collected and entered into HMIS prior to the date of the modification by HSN as the HMIS Lead Agency.

## SECTION 4 - INFORMATION COLLECTION, RELEASE AND SHARING CONSENT

1. **Collection of Client Identified Information:** An agency may collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.
2. **Designation for Sharing:** Agency will provide the Client with a copy of the HSN [CoC FL 507 HMIS Client Release of Information](#) form. The current form is available from HSN and is incorporated into this Agreement and may be modified from time to time by HSN. Following an explanation of the data use, the Agency will obtain the informed consent of the Client.
  - a. If a Client does not agree to share their data, information may not be shared with other Partner Agencies. **It is the responsibility of Agency entering information about a Client to inform the HMIS System Administrators regarding client choice not to share their data. The HMIS System Administrators shall mark this data as not shared.**
  - b. Agency can choose to use paper form copies of the [CoC FL 507 HMIS Client Release of Information](#) signed by Clients in addition to electronic version within HMIS. Paper and electronic copies must be retained for a period of seven years. Paper forms can be scanned and saved as PDF files, attached to the client record in HMIS. Such forms will be available to the HMIS Lead Agency at any time.
  - c. This information is being gathered for the collection and maintenance of a research database and/or data repository. The consent implied is in effect until the client revokes consent in writing. Client changes to sharing consent of Client identified information may affect information obtained before the date of the requested changes.

## SECTION 5 - NO CONDITIONING OF SERVICES

Agency will not condition any services or decline to provide any services to a Client based upon a Client's refusal to share identified information.

## SECTION 6 - RE-RELEASE PROHIBITED

Agency agrees not to release any Client identifying information received from HMIS without written informed Client consent, or as required by law.

## SECTION 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 which 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.

## SECTION 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 [Central Florida CoC HMIS Security Plan](#) which is available from HSN 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:

1. **Access:** Access to HMIS (or information obtained from it) is limited to only those authorized Agency staff 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.
2. **User Policy:** Prior to permitting any user to access HMIS, HSN will require the user to sign a [CoC FL-507 HMIS End-User Agreement](#) ("User Agreement") which is available from HSN and is incorporated into this agreement and may be amended from time to time by HSN. Agency will comply with, and enforce the User Policy and will inform HSN immediately in writing of any breaches of the User Agreement.
3. **Devices:** Security for data maintained in the CoC FL-507 HMIS depends on a secure computing environment. Device 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 <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). 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 devices which are:
  - a. physically present on Agency's premises; or
  - b. owned by Agency; or
  - c. approved by Agency for the purpose of accessing and working with HMIS; and
  - d. protected from viruses by commercially available virus protection software,
  - e. protected with a software or hardware firewall,
  - f. maintained to insure that the device operating system running the device used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes,
  - g. accessed through web browsers with at least 128-bit encryption. 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 the CoC FL-507 HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system,

- h. staffed at all times when in public areas. When devices are not in use and staff are not present, steps must be taken to ensure that the devices and data are secure and not publicly accessible. These steps must minimally include: Use of password protected screensavers, logging off the HMIS data entry system, physically locking the device in a secure area, or shutting down the computer entirely.
4. **Passwords:** Agency will permit access to HMIS only with use of a unique 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, numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords must not consist entirely of any word found in the common dictionary or any of the above spelled backwards. Using 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 HMIS Lead Agency.
5. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate training. Agency will 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 HMIS Lead Agency. HMIS Lead Agency staff will be reasonably available during its defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
6. **Records:** Agency and HMIS Lead Agency will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of seven years after such disclosure. On written request of a Client, Agency and HMIS Lead Agency will provide an accounting of all such disclosures within the prior seven-year period. HMIS Lead Agency 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.

## SECTION 9 - INFORMATION ENTRY STANDARDS

1. Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.
2. 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.
3. Agency will only enter information into HMIS database with respect to individuals which it serves or intends to serve, including through referral.
4. Agency will enter information into the HMIS database within 3 business days of data collection, or as specified in the HMIS Data Quality Manual.

## SECTION 10 - USE OF COC FL-507 HMIS

1. 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 CoC FL-507 HMIS participating agencies.
2. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying

information shall not directly identify individual Clients.

3. Agency and HMIS Lead Agency will report only non-identifying information in response to requests for information from HMIS.
4. Agency will use HMIS database for its legitimate business purposes only.
5. 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.
6. Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

## SECTION 11 - PROPRIETARY RIGHTS OF THE COC FL-507 HMIS

1. Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual.
2. 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.

## SECTION 12 - HMIS ADVISORY COMMITTEE

HMIS Lead Agency 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.

## SECTION 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 of the parties only and this agreement creates no rights in any third party.

## SECTION 14 - LIMITATION OF LIABILITY

HMIS Lead Agency 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.

## SECTION 15 - DISCLAIMER OF WARRANTIES

HMIS Lead Agency 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.

## SECTION 16 – PROGRAM FEES

Whereby the Agency will abide by the HMIS Subscription Fee schedule set forth by the Continuum of Care. Central Florida CoC (FL-507) HMIS Subscription Fee schedule document will be provided on request. Agency agrees to pay HMIS Subscription fees in a timely manner. Fees are subject to change.

## SECTION 16 - ADDITIONAL TERMS AND CONDITIONS

1. Agency will abide by such guidelines as are promulgated by HUD and/or HMIS Lead Agency from time to time regarding administration of the HMIS.
2. Agency and HMIS Lead Agency 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 HMIS Lead Agency agree to modify the terms of this agreement so as to comply with applicable law.
3. Neither HMIS Lead Agency nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.
4. Agency agrees to indemnify and hold HMIS Lead Agency and its agents and staffs 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.
5. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with twenty-one (21) 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 HMIS security policies by Agency.
6. If this Agreement is terminated, Agency will no longer have access to HMIS. HMIS Lead Agency 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.
7. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within twenty-eight (28) calendar days of receipt of written requests for data copies.



## SECTION 17 – SIGNATORY PAGE

<p><b>Agency Name</b></p> <hr/> <p><b>Agency Address</b></p> <hr/> <hr/> <hr/>	<p><b>Homeless Services Network (HSN)</b></p> <p>142 E. Jackson St. Orlando, FL 32801 407-893-0133</p>
<p><b>Agency Executive Director/Chief Executive Officer</b></p> <hr/> <p>(print)</p> <hr/> <p>(signature) _____</p> <p style="text-align: right;">Date _____</p>	<p><b>HSN Chief Executive Officer</b></p> <hr/> <p>(print)</p> <hr/> <p>(signature) _____</p> <p style="text-align: right;">Date _____</p>

## DOCUMENT HISTORY

Date of Revision	Document Version #	Revision Notes
2015/03/10	V01	First Release of Document
2016/11/09	V02	Revised Release of Document
2019/05/16	V03	Updated Release of Document
2022/04/12	V2.1	DRAFT V2
2022/12/29	V2.2	Incorporate HUD TA recommended improvements and clarifications