

Rhode Island Homeless Management Information System

Partnership Agreement between

Rhode Island Coalition for the Homeless (HMIS Lead)

And

This agreement is entered into on _____ (d/m/y) between Rhode Island Coalition for the Homeless hereafter known as the “HMIS Lead” and

_____ (agency name), hereafter known as “Agency,”
regarding access and use of the Rhode Island Homeless Management System hereafter known as “RIHMIS”.

The RIHMIS is a shared homeless database that allows authorized personnel at RIHMIS Member Agencies throughout Rhode Island to share information on common clients. Goals of the RIHMIS include the ability to expedite client intake procedures, improved referral documentation, increased case management and administrative tools, and the creation of a tool to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness or those families and individuals on the verge of homelessness.

The project is administered by the Rhode Island Coalition for the Homeless. Mediware Information Systems houses the central server that hosts the RIHMIS and limits access to the database to Member Agencies participating in the project. The HMIS Lead intends to protect the RIHMIS data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure, or destruction, and the HMIS Lead does this by utilizing a variety of methods to guard the data.

When used correctly and faithfully by all involved parties, the RIHMIS is designed to benefit multiple stakeholders, including the community, homeless service agencies, and the consumer of homeless services through a more effective and efficient service delivery system.

I. Confidentiality

- A. The Agency will uphold relevant Federal and State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws. A client is anyone who receives services from the Agency and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.
 - 1. The Agency will abide specifically by Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 for covered entities and the HUD Data Standards whichever is more restrictive and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
 3. The Agency will abide specifically by Rhode Island State law, which in general terms requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The Agency is required to inform the individual that these records may include, but are not limited to the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and HIV/AIDS.
 4. The Agency will abide specifically by Rhode Island law in that this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.
 5. The Agency will provide a verbal explanation of the RIHMIS and 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(s).
 6. The Agency will not solicit or input information from clients into the RIHMIS unless it is essential to provide services or conduct evaluation or research.
 7. The Agency will not divulge any confidential information received from the RIHMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
 8. The Agency will ensure that all persons who are issued a User Identification and Password to the RIHMIS within that particular agency abide by this Partnership Agreement, including the confidentiality rules and regulations. The Agency will ensure that each person granted RIHMIS access at the Agency receives an RIHMIS manual. This manual will include information on how to use the RIHMIS as well as basic steps to ensure confidentiality. The Agency will be responsible for managing any of its own requirements that individual employees comply with RIHMIS confidentiality practices, such as having employees sign a consent confidentiality practices form. It is understood that those granted Agency Administrator access within each RIHMIS agency must become an RIHMIS Agency Administrator through training provided by RIHMIS.
 9. The Agency understands that the database server-which will contain all encrypted client information, including encrypted identifying client information-will be physically located in Shreveport Louisiana.
- B. The Agency agrees to maintain appropriate documentation of client consent or guardian-provided consent to participate in the RIHMIS
1. The Agency understands that informed client consent is required before any identifying client information is entered into the RIHMIS for the purposes of interagency sharing of information. Informed client consent will be documented by completion of the standard RIHMIS client Authorization to Release and Exchange of HUD required information for the RIHMIS form. The Release of Information may be amended at any time and the amendments may affect information obtained by the CHO before the date of the change. An amendment to the privacy notice regarding use or disclosure will be effective with respect to information processed before the amendment, unless otherwise stated. All amendments to the privacy notice will be consistent with the requirements of the HUD Privacy Standards. A CHO must maintain permanent documentation of all privacy notice amendments.

2. The Client Authorization form mentioned above, once completed, authorizes identifying client data to be entered into the RIHMIS, as well as service transaction information. This authorization form permits client identifying information to be shared among all RIHMIS Member Agencies and service transactions with RIHMIS Member Agencies based on relevance.
3. If a client denies authorization to share HUD required, identifying information, and service transaction data via the RIHMIS, identifying information shall only be entered into the RIHMIS if the client information is locked and made accessible only to the entering agency program, therefore, precluding the ability to share information. If client refuses any entry of data, the RIHMIS will not be used as a resource for that individual client and her/his dependents. This does not override the local agencies policy and responsibilities for collecting data used to meet its funder's requirements. Clients cannot be denied services if they choose not to participate in the RIHMIS.
4. The Agency will incorporate an RIHMIS Clause into existing Agency Authorization for Release of Information form(s) if the Agency intends to input and share confidential client data with the RIHMIS. The Agency will communicate to the client what information, beyond identifying and services transaction data will be shared if client consent is given. The Agency will communicate to the client that while the Agency can restrict information to be shared with select agencies, those other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the RIHMIS Partnership Agreement. Agencies with whom information so shared are each responsible for obtaining appropriate consent before allowing further sharing of client records. The RIHMIS will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is between agencies.
5. If a client denies authorization to have information beyond identifying data and beyond service transactions both entered and shared among the RIHMIS, then this record must be locked and made available only to the entering agency program, therefore, precluding the ability to share information. If the client refuses any entry of data, the RIHMIS will not be used as a resource for that individual client and her/his dependents. This does not override the local agencies policy and responsibilities for collecting data used to meet its funder's requirements.
6. The Agency agrees to place all Client Authorization for Release of Information forms related to the RIHMIS in a file to be located at the Agency's business address and that such forms are made available to the program coordinators and/or system administrators for periodic audits. The Agency will retain these RIHMIS related Authorization for Release of Information forms. Any forms discarded must be done so in a manner that ensures client confidentiality is not compromised.
7. The Agency understands that in order to update, edit, or print a client's record, the Agency must have on file a current authorization from the client as evidenced by a completed standard RIHMIS Authorization to Release form pertaining to identifying data, and/or a modified Agency form with a RIHMIS clause pertaining to confidential information.
8. The Agency understands the HMIS Lead does not require or imply that services be contingent upon a client's participation in the RIHMIS

C. The HMIS Lead understands that the RIHMIS Project is the custodians of data and not owners of data.

1. In the event the RIHMIS Project ceases to exist, Member Agencies will be notified and provided reasonable time to access and save client data on those served by the agency as well as statistical and frequency data from the entire system. Then, the information collected by the centralized server, located in Shreveport Louisiana will be purged or stored. If the later occurs, the data will remain in an encrypted and aggregate state.
2. In the event the RIHMIS ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all RIHMIS Member Agencies will be informed in a timely manner.

II. Data Entry and/or Regular Use

- A. User identification and passwords are not permitted to be shared among users.
- B. If an Agency has access to a client's identifying information, service transactions, and confidential information and services records, it will be generally understood that a client gave consent for such access. However, before an agency can update, edit, or print such information, it must have informed client consent, evidenced by a current standard RIHMIS Authorization to Release form in writing pertaining to identifying data and/or an Agency-modified form with the RIHMIS pertaining to confidential information.
- C. If a client has previously given permission to multiple agencies to have access to her/his information beyond identifying information and service transactions, and then chooses to eliminate one or more of these agencies, the Agency at which such desire is expressed will contact its partner agency/agencies with whom the client previously granted permission for information exchange. The Systems Administrator will inactive that the record, or portions of the record, and the record(s) will no longer be shared at the client's request. The agency where the request is made or Systems Administrator will then either close the entire record, or simply lock out portions of the record to the other agency or agencies from that point forward.
- D. In the event that a client would like to rescind consent to participate in the RIHMIS completely, the agency at which her/his desire is expressed, will work with the client to complete a brief form, which will be sent to the System Administrator to inactivate the client.
- E. The Agency will only enter individuals in the RIHMIS that exist as clients under the Agency's jurisdiction.
- F. The Agency won't misrepresent its clients in the RIHMIS by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).
- G. The Agency will consistently enter information into the RIHMIS and will strive for real-time, or close to real-time, data entry.
- H. The Agency understands that with a current standard RIHMIS Authorization for Release form on file, it can update, edit, and print a client's identifying information.
- I. The Agency understands that a modified agency Authorization to Release Information form permits it to share confidential client information with select agencies.
- J. The Agency understands that assessment screens are allowed to be edited by the individual that originally enters the data and other Member Agencies for the sole purpose of updating records in order to keep client records current. The system will create a record of the changes in the assessment, as needed to indicate a change in a client's status, updates, and to edited information.
- K. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the RIHMIS.
- L. Offensive language and profanity are not permitted in the RIHMIS.
- M. The Agency will utilize the RIHMIS for business purposes only.
- N. The Agency understands the RIHMIS will provide initial training and periodic updates to that training to assigned Agency Staff about the use of the RIHMIS; this information is then to be communicated to other RIHMIS Staff within the Agency.
- O. The Agency understands the RIHMIS will be available for Technical Assistance within reason (i.e., trouble-shooting and report generation). Standard operating hours in which TA will generally be available are 8:30 a.m. – 4:30 p.m. on Monday through Friday.
- P. The Agency will keep updated virus protection software, firewall software, and standard operating system critical security updates on Agency computers that access the RIHMIS.
- Q. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.

- R. The Agency will not use the RIHMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
- S. The Agency recognizes the RIHMIS Steering Committee to be the discussion center regarding the RIHMIS, including RIHMIS process updates, policy and practice guidelines and data analysis. The Agency will designate an assigned RIHMIS Staff member to attend RIHMIS meetings regularly, and understands that the Steering Committee will continue to be responsible for coordinating RIHMIS activities.

III. Reports

- A. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Agency understands that access to data on those it does not serve will be limited to HUD required information and service transaction data. Therefore, the Agency understands that, with exceptions, a list of all persons in the RIHMIS along with HUD required information, and service transaction data can be generated. (Exceptions are Locked records).
- C. Reports obtaining information beyond required HUD data and service transactions on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.
- D. The Agency understands that before non-identifying system wide aggregate information collected by the RIHMIS is disseminated to non-RIHMIS Member Agencies, including funders, it shall be endorsed by the RIHMIS Steering Committee and/or the HMIS Lead. (The RIHMIS Steering Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring certain methods of data analysis be utilized).

IV. Proprietary Rights of ServicePoint and Database Integrity

The Agency will not give or share assigned user identification and passwords to access the RIHMIS with any other organization, governmental entity, business, or individual that has not signed the Rhode Island Homeless Management Information System Partnership Agreement.

- A. Rhode Island Coalition for the Homeless Partnership agreement.
- B. The Agency will not cause corruption of the RIHMIS in any manner or way. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations on any ServicePoint computer system or network accessed by RIHMIS participants will result in immediate suspension of services and the Housing Resource Commission, RI Housing, and/or Mediware will pursue all appropriate legal actions.

V. Hold Harmless

- A. The RIHMIS makes no warranties, expressed or implied. The Agency, at all times, will indemnify, and hold the CoC and its Agents (Rhode Island Coalition for the Homeless) from any damages, liabilities, claims, and expenses that may be claimed against the Agency. This includes injuries or damages to the Agency, another party arising from participation in the RIHMIS 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 the HMIS Lead and its Agents harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption cause by the Agency's or another Member Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The HMIS Lead and its Agents 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 the HMIS Lead or its Agents.

- B. The Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage. Said insurance policy shall include coverage of Agency's indemnification obligations under this agreement.

VI. Terms and Conditions

- A. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breeches of this agreement. Should such situations arise, the HMIS Lead may immediately suspend access to the RIHMIS until the allegations are resolved in order to protect the integrity of the system.
- D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the RIHMIS constitutes acceptance of these Terms and Conditions.

Executive Director's Signature

Date (d/m/y)

Executive Director Printed Name

Date (d/m/y)

Executive Director

Date (d/m/y)

Executive Director
Rhode Island Coalition for the Homeless
1070 Main Street
Pawtucket, RI 02806