



Texas Homeless Network
Agency Partner Agreement
For the Texas Homeless Management Information System

Hidalgo County Urban County Program

Texas Balance of State

Agency Name

Continuum of Care Name

Texas Homeless Management Information System (hereinafter, "HMIS") is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans, records the use of housing, and services which communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measurements.

In this Agreement, "Agency" is the agency named in this agreement; "CoC" is the Continuum of Care named in this agreement; and, "Client" is a consumer of services whose information is recorded in HMIS.

The signature of the Director of the Agency indicates agreement with the terms set forth before an HMIS account can be established for the Agency.

Texas Homeless Network ("THN") is the HMIS lead agency as designated by the Continuum of Care.

I. CONFIDENTIALITY

A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.

1. The Agency shall 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 rules prohibit 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 the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
2. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent and shall 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.



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3. The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services, or to conduct evaluation or research.
4. The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.
5. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receives basic confidentiality training.
6. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information will be located off-site.
7. The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database.
8. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the HMIS system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
9. If this Agreement is terminated, THN and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency, this use is subject to any restrictions requested by the Client.
10. The Agency will utilize the HMIS Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the HMIS database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the HMIS database and authorizes information sharing with Partner Agencies.
11. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information unavailable to all other Partner Agencies.
12. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for HMIS for a period of three years.
13. Texas Homeless Network does not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.

II. HMIS USE AND DATA ENTRY

A. The Agency shall follow, comply with and enforce the User Policy Agreement (Attachment A). Modifications to the User Policy Agreement shall be established



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in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of HMIS. THN will announce approved modifications in a timely manner via the Bulletin Board in HMIS.

1. The Agency shall only enter individuals in HMIS that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in HMIS by knowingly entering false or misleading information.
 2. The Agency shall use Client information in HMIS, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- B. The Agency shall consistently enter information into HMIS and will strive for real-time or immediate data entry upon seeing a Client, or data entry into HMIS within five business days of receiving Client data.
- C. The Agency will not alter information in HMIS that is entered by another Agency with known, inaccurate information. (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
- D. The Agency shall follow, comply with and enforce THN's Duplicated Client Removal Policy (Attachment B).
- E. The Agency shall not include profanity or offensive language in HMIS.
- F. The Agency shall utilize HMIS for business purposes only.
- G. THN will provide initial training and periodic refresher trainings to select Agency Staff on the use of HMIS.
- H. THN will be available for technical assistance within reason (i.e. troubleshooting and report generation).
- I. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- J. The Agency shall not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- K. The Agency shall pay a scheduled annual subscription fee and, based on the number of users, an additional user license fee at the beginning of each year of participation.



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III. REPORTS

A. The Agency shall retain access to identifying and statistical data on the Clients it serves.

B. The Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.

C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.

D. The CoC and/or THN will use only unidentified, aggregate 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 programs and to obtain a system-wide view of program utilization in the state.

E. The Agency Director or HMIS staff may request an annual on-site audit in order to verify data quality; the Agency shall provide full access to Client records during such audits.

IV. PROPRIETARY RIGHTS OF DATA INTERNATIONAL SYSTEMS

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

B. The Agency shall not cause in any manner, or way, corruption of HMIS.

V. TERMS AND CONDITIONS

A. Neither THN nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.

C. This Agreement may be terminated with 30 days written notice.



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VI. SHARING INFORMATION

Within HMIS, Partner Agencies have the capability to share information with other agencies. Please indicate your data-sharing preference below:

- I plan to share my information only with other Partner Agencies in my Continuum of Care that participate in HMIS.
- I plan to share my information with Partner Agencies in each Continuum of Care that participates in HMIS.
- I plan to share my information internally in accordance with my agency's restriction on data sharing.

DIANA R. SERNA

Agency Director PRINT

Agency Director SIGNATURE

HIDALGO COUNTY URBAN COUNTY PROGRAM

Agency Name

(956) 787-8127

Agency Phone Number

3304 W. ALBERTA RD.

Street Address

EDINBURG, TX 78539

City, State Zip Code

Mailing Address (leave blank if same as above)

City, State Zip Code

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: July 1, 2013