



**ARIZONA BALANCE OF STATE CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM
PARTNERSHIP AGREEMENT**

This agreement entered into on the _____ day of _____, 20__ between Arizona Department of Housing, hereafter known as “ADOH,” and _____ (Agency Name), hereafter known as “Provider Agency,” regarding access and use of the Arizona Balance of State Continuum of Care Homeless Management Information System, hereafter known as the “AZBOSCOC HMIS.”

I. Introduction

The AZBOSCOC HMIS, a shared homeless database, allows authorized Provider Agencies throughout the geographic area of Arizona counties (excluding Maricopa and Pima Counties) to input, use and receive information concerning their own clients and to share information, subject to client agreement, on common clients.

Arizona BOSCO HMIS goals include:

- Improved coordinated care and services to people experiencing homelessness, or the threat of homelessness, in the AZ Balance of State Continuum of Care.
- Improve homeless system coordination efforts including coordinated entry.
- Participating providers will improve their data collection and workflow with use of HMIS.
- Participating providers can use HMIS to meet current reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports.
- Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.).
- Delivering timely, credible, quality data to the community.
- Expansion to include new participating agencies.
- HMIS participation by all homeless providers in the AZBOSCOC geographic area.
- HMIS will be a user-friendly system for participating agencies and clients.

ADOH administers the AZBOSCOC HMIS, contracts for an agency to house the HMIS database central server and coordinates Provider Agency access to the HMIS database. Utilizing a variety of methods¹, ADOH intends to protect, to the utmost of its ability, the AZBOSCOC HMIS data from accidental or intentional unauthorized modification, disclosure or destruction.

Designed to benefit multiple stakeholders², the AZBOSCOC HMIS, when used correctly and faithfully, will improve knowledge about the services and service needs of people experiencing homelessness which will result in a more effective and efficient service delivery system.

II. Confidentiality

A. The Provider Agency will uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with written consent by the client³, or the client's guardian⁴, unless otherwise provided for in regulations or laws.

1. The Provider 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 Provider Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
2. The Provider Agency will abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services. In general, the regulations provide consumers with rights to control the release of medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health

¹ See WellSky Service Point manual for further information.

² Participating agencies, people experiencing homelessness, HUD, the Arizona BOSCO Regional Steering Committee and the Continuum members, fund providers and the community.

³ Anyone who receives services from an agency.

⁴ Anyone legally in charge of the affairs of a minor or of a person deemed incompetent according to the laws of the State of Arizona. All references to "client" in this Agreement also apply to "client's guardian".

information; to obtain an explanation of privacy rights; and to be informed about how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

3. The Provider Agency will abide by Arizona state and federal laws related to confidentiality and security of medical, mental health and substance abuse information as found in Arizona Revised Statutes Title 12, Arizona Revised Statutes Title 36, 42 CFR Part 2 and other relevant statutes, rules and regulations.
4. The Provider Agency will provide a verbal explanation of the Arizona BOSCOG HMIS and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the consent form(s).
5. The Provider Agency will not solicit or input information from clients into the Arizona BOSCOG HMIS unless specific information proves essential to provide services, to develop reports and provide data and/or to conduct evaluations and research. Evaluation and research will only use de-identified client data except in the case when the Provider Agency evaluates and researches its own clients. In all cases, the Provider Agency shall maintain compliance with all state and federal laws regarding research, evaluation and confidentiality of individual client identities.
6. If a Human Subjects Review Committee or similar committee exists within the Provider Agency, then the Provider Agency, wishing to conduct evaluation or research, must submit its request and be approved by BOSCOG HMIS committee prior to conducting the evaluation or research.
7. The Provider Agency will not divulge any confidential information received from the Arizona BOSCOG HMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
8. The Provider Agency will ensure that every person issued a User Identification and Password to the Arizona BOSCOG HMIS will comply with the following:
 - a. Read and abide by this Partnership Agreement.
 - b. Read and abide by the Arizona Department of Housing HMIS Policies and Procedures manual⁵.
 - c. Read and sign a HMIS Code of Ethics form⁶ stating an understanding of, and agreement to comply with, Arizona BOSCOG HMIS confidentiality practices.

⁵ The HMIS Policies and Procedures Manual is available on the ADOH website www.housing.az.gov.

⁶ See Code of Ethics form.

- d. Create a unique password and will not share or reveal that information to anyone by written or verbal means.
 9. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become a designated Arizona BOSCOG HMIS Agency Administrator through specific training provided by the System Administrator.
 10. The Provider Agency understands that all client information will be encrypted⁷ on a file server physically located in a locked office with controlled access, at the offices of WellSky Systems, located at 11711 West 79th Street, Lenexa, KS 66214.
- B. The Provider Agency agrees to document, via a signed Arizona BOSCOG HMIS Release of Information form, a client's understanding and consent to enter client information into a central database and the reasons for this entry. Furthermore,
1. An individual client must give informed client consent by understanding and signing the Arizona BOSCOG HMIS Release of Information form prior to the Provider Agency sharing any client information with another agency.
 2. The completed Arizona BOSCOG HMIS Release of Information form provides:
 - a. Informed client consent regarding basic identifying client data to be entered into a shared database.
 - b. Release of service transaction information to be shared for report purposes.
 - c. Client release to authorize the sharing of client identifying information among Arizona BOSCOG HMIS Participating Provider Agencies.
 3. If a client denies authorization to share information via the Arizona BOSCOG HMIS Release of Information form, other Provider Agencies will not see the client's demographic or service information.
 4. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality. The ADOH⁸ will ensure and conduct periodic monitoring and reviews with Provider Agencies to enforce informed consent standards by including an Arizona BOSCOG HMIS Release of Information form for every adult client and/or head of household.
 5. The Provider Agency agrees to place all AZBOSCOG HMIS Release of Information forms related to the AZBOSCOG HMIS in the client's file to be located at the Provider Agency's business address and that such files be made available to the

⁷ See WellSky Service Point Manual for encryption specifications.

⁸ The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of Participating Agency compliance.

ADOH for periodic audits. The Provider Agency will retain these Arizona BOSCOG HMIS related forms for a period of five (5) years upon expiration after which time the forms will be discarded in a manner ensuring un-compromised client confidentiality.

6. The Provider Agency understands that in order to update, edit or print a client's record, the Provider Agency must have on file a current client consent form.
 7. The Provider Agency agrees to enter the minimum data required in the Arizona BOSCOG HMIS; however, this does NOT mean that a Provider Agency is required to share client information if, by law, it is required not to share client information.
- C. The Provider Agency and ADOH understand that the AZBOSCOG HMIS and the ADOH are custodians of data and not owners of data.
1. In the event the AZBOSCOG HMIS ceases to exist, the ADOH will notify Provider Agencies and provide a six (6) month time period for the Provider Agencies to access and save agency specific client data, statistical data and frequency data from the entire system. Then, the centralized server database will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.
 2. In the event the ADOH ceases to operate the AZBOSCOG HMIS, another organization will administer and take custodianship of the data. The ADOH or its successor Agency will inform, in a timely manner, all Provider Agencies.
 3. If the Provider Agency ceases to exist, it shall notify and work with the ADOH to determine the appropriate disposition of Provider Agency's data including the transfer of the data to a successor agency.
 4. If the Provider Agency chooses to withdraw from the AZBOSCOG HMIS, the Provider Agency shall notify the ADOH of intended withdrawal date. The ADOH shall allow sixty (60) days for the Participating Agency to access and save agency specific client data, statistical data and frequency data from the entire system. The Provider Agency is financially responsible for extracting its data.
 5. In the event WellSky ceases to exist, the ADOH will notify Provider Agencies in a timely manner of the expected result of this event.

III. Data Entry and/or Regular Use

- A. User Identification and Passwords are not permitted to be shared among users.
- B. If a Provider Agency has access to a client's basic identifying information, non-confidential service transactions and confidential information and service records, it

will be generally understood that a client gave consent for such access. However, before a Provider Agency can update, edit or print such information, it must have informed client consent, evidenced by a current standard AZBOSCOC HMIS Release of Information form in writing.

- C. In the event that a client would like to rescind consent to share information in the AZBOSCOC HMIS, the Provider Agency at which her/his desire is expressed, will work with the client to complete a brief written request and have client sign another AZBOSCOC HMIS Release of Information form choosing: "Initial here if you **DO NOT** wish to share your information.". Provider Agency will then add another ROI with the date client rescinded consent into AZBOSCOC HMIS with "No" for "Release Granted".
- D. Provider Agency will not enter any fictitious or misleading client data on an individual or family in the AZBOSCOC HMIS.
- E. The Provider Agency will not misrepresent the number of clients served or the type of services/beds provided in the AZBOSCOC HMIS by entering known, inaccurate information (i.e. Provider Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).
- F. The Provider Agency will enter information into the AZBOSCOC HMIS according to agency and AZBOSCOC HMIS adopted standards and will strive for real-time, or close to real-time, data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the AZBOSCOC HMIS within one (1) business day. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into the AZBOSCOC HMIS.
- G. The Provider Agency understands that a current AZBOSCOC HMIS Release of Information form permits sharing confidential client information with other participating Provider Agencies.
- H. The Provider Agency understands that only users from originating agency can create and edit the Entry/Interim/Exit assessments. The Provider Agency will create a new, separate Entry/Interim/Exit assessment, as needed, to indicate a change in a client's status, updates and to edit incorrect information.
- I. Discriminatory comments by an employee, volunteer or other person acting on behalf of the Provider Agency based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the AZBOSCOC HMIS. Offensive language and profanity are not permitted in the AZBOSCOC HMIS. This does not apply to the input of direct quotes by a client **IF** the Provider Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.

- J. The Provider Agency will utilize the AZBOSCOC HMIS for business purposes only.
- K. The Provider Agency understands the System Administrator will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of the AZBOSCOC HMIS.
1. All Provider Agency staff utilizing the AZBOSCOC HMIS System will be required to complete training and sign the AZBOSCOC HMIS Ethics Agreement prior to accessing the AZBOSCOC system. Provider Agency staff and Agency Administrators will be required to complete annual re-fresher training provided by the System Administrator.
- L. The Provider Agency will identify an Agency Administrator within its organization. The Agency Administrator will be the primary point of contact with the System Administrator and be responsible for ensuring compliance with this Agreement and other HMIS Policies and Procedures, agency data quality, agency training coordination and communicating with the System Administrator including notifications regarding changes in users and programs.
- M. The Provider Agency understands the System Administrator will provide a help desk with technical-support according to the following:
- Help Desk will be provided between 9:00 a.m. to 5:00 p.m. Monday through Friday, Arizona Time, except holidays. Support telephone numbers and e-mail addresses will be provided to Provider Agencies upon signing this Agreement**
- In the event of non-response by the Help Desk, the Provider Agency should notify the ADOH.
- N. The Provider Agency will keep updated virus protection software on agency computers that access the AZBOSCOC HMIS.⁹
- O. Transmission of material in violation of any United States federal or state law or regulation is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene and material considered protected by trade secret.
- P. The Provider Agency will not use the AZBOSCOC HMIS with intent to defraud the federal, state or local government or an individual entity or to conduct any illegal activity.
- Q. The Provider Agency recognizes the AZBOSCOC HMIS Committee will serve as a discussion center regarding the AZBOSCOC HMIS, including AZBOSCOC HMIS

⁹ *Participating Agency assumes financial responsibility for virus protection software.*

process updates, policy and procedures, as well as data analysis. The Provider Agency will designate a Provider Agency staff member to attend HMIS Committee meetings regularly and understands that the ADOH will continue to be responsible for coordinating the HMIS activities.

- R. The Provider Agency acknowledges that other agencies will periodically have access to de-identified data on the central database. To ensure the information generated by or through the AZBOSCOG HMIS presents an accurate picture of homelessness and services to people experiencing homelessness in the Arizona Balance of State region, the Participating Agency will enter data in a timely and accurate manner.
- S. Each Provider Agency assumes responsibility for its staff and users' compliance in regards to requirements for data entry and use of the AZBOSCOG HMIS. To assess the quality of data and reports generated by the system, the ADOH¹⁰ will conduct periodic monitoring and reviews on data. These include, and are not limited to, the following:
 - 1. Quality of data entered by Provider Agencies:
 - a. Inappropriate and/or duplicate records;
 - b. Untimely and/or inaccurate information.
 - c. Missing required data elements.
 - 2. Operation of the software.
 - 3. Report functionality.
- T. Provider Agencies must notify ADOH of any changes to User Identification including, but not limited to, new personnel and released or terminated personnel.

IV. Reports

- A. The Provider Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Provider Agency understands that it may have access to personally identifiable client information even if the Provider Agency has not served the client or obtained a client's AZBOSCOG HMIS Release of Information form. The Provider Agency agrees to **not report or release** any identifiable client information on clients that the Provider Agency has not served or obtained a signed client Release of Information form.

¹⁰ The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Participating Agency.

- C. The Provider Agency understands that before non-identifying system-wide aggregate information collected by the AZBOSCOG HMIS is disseminated to non-AZBOSCOG HMIS Member Agencies, including funders, the HMIS Committee and/or the ADOH shall endorse it¹¹.
 - D. The Provider Agency will run its own reports from AZBOSCOG HMIS. Each Provider Agency will receive required training and then have the ability to complete each Provider Agency's reporting needs.
- V. Proprietary Rights and Database Integrity
- A. The Provider Agency will not give or share assigned User Identification and Passwords to access the AZBOSCOG HMIS with any other organization, governmental entity, business or individual.
 - B. The Provider Agency will not cause in any manner, or way, corruption of the AZBOSCOG HMIS. Any unauthorized access or modification to computer system information or interference with normal system operations, whether on the equipment housed by the ADOH or any computer system or network related to the AZBOSCOG HMIS, will result in immediate suspension of services and the ADOH will pursue all appropriate legal action.
- VI. Hold Harmless
- A. The ADOH makes no warranties, expressed or implied. The Provider Agency, at all times, will indemnify and hold the ADOH harmless from any damages, liabilities, claims and expenses that may be claimed against ADOH or the Provider Agency or for injuries or damages to ADOH or the Provider Agency or another party arising from participation in the AZBOSCOG HMIS or arising from any acts, omissions, neglect or fault of the Provider Agency or its agents, employees, licensees or clients or arising from the Provider Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. This Provider Agency will also hold the ADOH harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries or service interruption caused by the Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties and/or acts of God. The ADOH shall not be liable to the Provider Agency for damages, losses or injuries to the Provider Agency or another

¹¹ *The Arizona BOSCOG HMIS 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.*

party unless such is the result of negligence or willful misconduct of the ADOH or its agents, employees, licensees, or clients.

- B. The Provider Agency makes no warranties, expressed or implied. The ADOH, at all times, will indemnify and hold the Provider Agency harmless from any damages, liabilities, claims and expenses that may be claimed against the ADOH or Provider Agency or for injuries or damages to the ADOH, the Provider Agency or another party arising from participation in the AZBOSCOC HMIS or arising from any acts, omissions, neglect or fault of the ADOH or its agents, employees, licensees or clients or arising from the ADOH's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus ADOH will also hold the Provider Agency harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries or service interruption caused by the ADOH or a Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties and/or acts of God. The Provider Agency shall not be liable to the ADOH for damages, losses or injuries to the ADOH or another party unless such is the result of negligence or willful misconduct of the Provider Agency or its agents, employees, licensees or clients.
- C. The Provider 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 (\$500,000.00). Said insurance policy shall include coverage for theft or damage of the Provider Agency's Arizona BOSCOC HMIS-related hardware and software, as well as coverage of Provider Agency's indemnification obligations under this Agreement.

VII. ADOH Responsibilities

- A. ADOH agrees to enter into a contract and maintain the services of the ServicePoint software according to the terms and conditions of the contract with the Software Provider.
- B. ADOH agrees to maintain a System Administrator who will provide training, implementation, help desk and support to the Provider Agencies.

VIII. Dispute Resolution and Appeals

- A. If the Provider Agency disagrees with any element of this Agreement, it shall make every effort to address and resolve those issues with ADOH.

- B. ADOH will respond to the request for modification to this Agreement within 14 business days.

IX. 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 thirty (30) days advance written notice. The exception to this term is if allegations, or actual incidences, arise regarding possible, or actual, breaches of this agreement. Should such situation arise, the ADOH may immediately suspend access to the AZBOSCOC HMIS until the allegations are resolved in order to protect the integrity of the system.
 - 1. When the ADOH becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Provider Agency prior to taking action.
 - 2. If ADOH believes that the breach by a Provider Agency is such that it may damage the integrity of the central database and the information in the central database for the Provider Agency or any other Agency, it may take immediate steps to suspend the Provider Agency's access to the AZBOSCOC HMIS prior to addressing the concerns with the Executive Director of the Provider Agency. The ADOH will then address the concern with the Executive Director of the Provider Agency to resolve the issue.
 - 3. If the concern is not resolved satisfactorily between the ADOH and the Executive Director of the Provider Agency, the ADOH shall consult with the Arizona Attorney General prior to taking further action.
 - 4. Action with a Provider Agency may include the provision of training and technical assistance, fines, suspension of access to the central database or other appropriate measures to ensure that the data integrity is maintained.
- D. If a Provider Agency believes that action taken is not appropriate, or it cannot meet the conditions of the decision, it may appeal the action to ADOH. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement

through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

- E. This agree may be modified or amended by written agreement executed by both parties with thirty (30) days advance written notice.

Use of the AZBOSCOG HMIS constitutes acceptance of these Terms and Conditions.

PROVIDER AGENCY

Executive Director (Provider Agency) Signature

Date

Printed Name of Executive Director

Participating Agency Name

Participating Agency Address

ARIZONA DEPARTMENT OF HOUSING

Cristina Benitez, BOS CoC Coordinator
Arizona Department of Housing
1110 West Washington Street, Suite 280
Phoenix, AZ 85007

Date