



Provider Agency HMIS Partnership Agreement

This agreement is entered into on this ____ day of _____, 2____, between the Tennessee Valley Coalition for the Homeless, hereafter known as the "HMIS Lead Agency," and _____, hereafter known as the "Provider Agency," regarding access and use of the Tennessee Valley Continuum of Care Homeless Management Information System, hereafter known as the "TVCoC HMIS."

I. Introduction

- A. The TVCoC HMIS, a shared homelessness database, allows authorized personnel at Provider Agencies throughout Anderson, Blount, Campbell, Cocke, Claiborne, Grainger, Jefferson, Hamblen, Loudon, Monroe, Sevier, and Union Counties to input, use, and receive information concerning their clients and to share information, subject to agreements, on common clients.
- B. TVCoC HMIS Goals Include:
 - 1. Improved, coordinated care and services for people experiencing homelessness.
 - 2. The opportunity for people experiencing homelessness to access services through self-referral and self-education.
 - 3. Automated processes to replace manual processes (when practical)
 - 4. Meeting reporting requirements, including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports.
 - 5. Minimally impacting automated systems of current providers
 - 6. Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.)
 - 7. Delivering timely, credible, quality data about services and people experiencing homelessness to the community
 - 8. Expansion to include new providers.
 - 9. HMIS Participation by all homeless providers in the 12-county geographic
 - 10. A user-friendly system for providers and clients
- C. The HMIS LEAD AGENCY administers the TVCoC HMIS and contracts with WellSky to house the HMIS database central server, limiting Provider Agencies' access to the HMIS database. Utilizing various methods, HMIS LEAD AGENCY intends to protect the TVCoC HMIS data from accidental or intentional unauthorized modification, disclosure, or destruction to the utmost of its ability.

When used correctly and faithfully, the TVCoC HMIS is designed to benefit multiple stakeholders,¹ and will improve knowledge about people experiencing homelessness and their services and service needs, which may 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 client², or the client's guardian³, unless otherwise provided for in regulations or laws.

¹ Provider Agencies, People Experiencing Homelessness, HUD, The Tennessee Valley Continuum of Care, and Continuum Members, funding providers, and the community.

² Anyone who receives services from an agency.

1. The Provider Agency will abide specifically by federal confidentiality regulations 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 releasing medical or other information is insufficient for this purpose. The Provider Agency understands the federal rules restrict any use of the information to investigate or prosecute any alcohol or drug abuse patients criminally.
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 new rights to control the release of medical information, including the right to give advance consent before disclosure of health information, to see a copy of health records, to request a correction to health records, to obtain documentation of disclosures of health 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 Tennessee State and Federal Laws related to the confidentiality and security of medical, mental health, and substance abuse information and other relevant statutes, rules, and regulations.
4. The Provider Agency will verbally explain the TVCoC HMIS and arrange, when possible, for a qualified interpreter, translator, or accommodation for an individual with limited English proficiency or difficulty understanding the consent form(s).
5. The Provider Agency will not solicit or input information from clients into the TVCoC HMIS unless specific information proves essential to provide services, develop reports and provide data, and/or conduct evaluations and research. Evaluation and research will only use de-identified client data, except 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 that committee before conducting the evaluation or research.
7. The Provider Agency will not divulge any confidential information received from the TVCoC HMIS to any organization or individual without proper written consent by the client (or guardian where appropriate) 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 TVCoC HMIS will comply with the following:
 - a. Read and abide by this Partnership Agreement

- b. Obtain, read, and abide by the TVCoC HMIS Policies and Procedures³
 - c. Read and sign a consent form stating an understanding and agreement to comply with TVCoC HMIS confidentiality practices⁴
 - d. Read and sign the HMIS Code of Ethics form⁵
 - e. Create a unique User ID and password, and do not share or reveal that information to anyone by written or verbal means.
9. The Provider Agency will work with the System Administrator to assign each provider's security protocols based on restrictions necessary to meet Tennessee State Law.
 10. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become Designated TVCoC HMIS Agency Administrators through specific training provided by the HMIS LEAD AGENCY/WellSky. Agency Administrators will also serve as the agency's security officer, who is responsible for ensuring compliance with applicable security standards.
 11. The Provider Agency understands that all client information will be encrypted⁶ on a file server physically located in a locked office with controlled access at WellSky's offices at 11300 Switzer Rd, Overland Park, Kansas, 66210.
- B. The Provider Agency agrees to document, via a signed TVCoC HMIS Client Consent (ROI) form, a client's (or client's guardian when appropriate) understanding and consent to enter client information into a central database and the reasons for this entry. Furthermore,
1. An individual client (or guardian) must give informed client consent by understanding and signing the Release of Information form with the Provider Agency before the Provider Agency shares any client information with another agency.
 2. The completed Release 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 is to authorize the sharing of primary client identifying information among TVCoC HMIS Provider Agencies.
 3. Two scenarios may occur if a client denies authorization to share primary identifying information and service data via the TVCoC HMIS. Each allows only the entering Provider Agency access to client information and precludes the ability to share information. **Either:**

³ One copy of the original HMIS Policies & Procedures and updates are provided by the HMIS LEAD Agency.

⁴ The Provider Agency will be responsible for managing any of its own requirements that individual employees comply with TVCoC HMIS confidentiality practices, such as having employees sign ethics form provided by the HMIS Lead Agency

⁵ See Code of Ethics form

⁶ See WellSky Solution Security Posture – Community Services – March 2023 document for encryption specifications.

- a. A Client Profile section within WellSky - Community Services will be marked restricted.
OR
 - b. A client will be entered with an alias.
4. The Provider Agency will incorporate a TVCoC HMIS Clause into existing Provider Agency Authorization for Release of Information form(s) if the Provider Agency intends to share confidential client data within the TVCoC HMIS. The Provider Agency's modified Authorization for Release of Information form(s) will be used when offering a client, the opportunity to input and share information with the TVCoC HMIS beyond essential identifying data and service information. The Provider Agency will communicate to the client what information, beyond basic identifying data and services, will be shared if consent is given. The Provider Agency will communicate to the client that while the Provider Agency can restrict information to be shared with select agencies, other agencies will have access to the information and are expected to use the information professionally and adhere to the terms of the TVCoC HMIS Partnership Agreement. Agencies with shared information are responsible for obtaining appropriate consent before allowing further sharing of client records.
5. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality. The HMIS LEAD AGENCY⁷ will ensure and conduct periodic monitoring and reviews with Provider Agencies to enforce informed consent standards, including:
- a. Appropriate documentation indicating client awareness and consent for their data to be entered into a central database.
 - b. Consent to release certain information.
6. The Provider Agency agrees to place all Client Authorization for Release of Information forms related to the TVCoC HMIS in a file located at the Provider Agency's business address and make such forms available to the COC for periodic audits. The Provider Agency will retain this TVCoC HMIS-related Authorization for Release of Information forms for up to five years upon expiration. After that time, the forms will be discarded in a manner ensuring uncompromised client confidentiality.
7. The Provider Agency understands that to update, edit, or print a client's record, the Provider Agency must have on file current client authorization as evidenced by a completed standard TVCoC HMIS Authorization to Release form pertaining to primary identifying data and/or a modified Provider Agency form with a TVCoC HMIS Clause pertaining to confidential information. The Provider Agency agrees to enter the minimum data required in the TVCoC HMIS; however, this does NOT mean that a Provider Agency must share client identifiable information. A client's information may be restricted from overall access when the client refuses to allow his/her name, social security number, or other personally identifiable information to be shared in the database.
- C. Each Provider Agency owns the client data it enters. However, as a partner in the TVCoC HMIS, each agency agrees to share data with other organizations, including organizations outside of

⁷ The HMIS LEAD AGENCY may conduct these reviews or may accept a similar review by another organization as evidence of Provider Agency compliance.

TVCoC HMIS users, provided no client identifiers are shared, unless restricted by Tennessee State Law.

1. In the event the TVCoC HMIS ceases to exist, the HMIS LEAD AGENCY will notify the Provider Agencies and provide a six-month period for them 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 encrypted and aggregated.
2. If the HMIS LEAD AGENCY ceases to operate the TVCoC HMIS, another organization will administer and take custodianship of the data. The HMIS LEAD AGENCY or its successor Agency will inform all provider agencies in a timely manner.
3. If the Provider Agency ceases to exist, it shall notify and work with the HMIS LEAD AGENCY to determine the appropriate disposition of its data, including transferring it to a successor agency.
4. If the Provider Agency chooses to withdraw from the TVCoC HMIS, it shall notify the HMIS LEAD AGENCY of the intended withdrawal date. The HMIS LEAD AGENCY shall allow sixty days for the Provider 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 HMIS LEAD AGENCY 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, confidential information, and service records, it will generally be understood that the 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 TVCoC HMIS Authorization to Release form in writing pertaining to basic identifying data and/or a Provider Agency-modified form with a TVCoC HMIS Clause pertaining to confidential information.
- C. If a client has previously permitted multiple agencies to have access to their information beyond basic identifying information and service transactions and then chooses to eliminate one or more of these agencies, the Provider Agency where the request is made will then either close the entire record or restrict portions of the record to the other agency or agencies.
- D. If a client would like to rescind consent to participate in the TVCoC HMIS completely, the Provider Agency at which their desire is expressed will work with the client to complete a brief

form⁸, which will be sent to the System Administrator to inactivate the client. Information about a client whose record has been “hidden” will remain in the central database as required by law or the agency policy and will remain accessible by the Provider Agency, which provides services to the client for reporting purposes. This record will, however, be restricted for use or viewing by other agencies.

- E. The Provider Agency will enter information about individuals for whom they complete an intake in the TVCoC HMIS.
- F. Provider Agencies will not enter fictitious or misleading client data on individuals or families in the TVCoC HMIS.
- G. The Provider Agency will not misrepresent the number of clients served or the type of services/beds provided in the TVCoC HMIS by entering known, inaccurate information (i.e., Provider Agency will not purposefully enter inaccurate information on a new record or override information entered by another agency).
- H. The Provider Agency will enter information into the TVCoC HMIS according to agency, and TVCoC HMIS adopted standards and will strive for real-time data entry or close to real-time. Real-time or close to real-time is defined by immediate data entry upon seeing a client or data entry into the TVCoC HMIS within one business day. This assumes that the Provider Agency has sufficient computers for all staff performing data entry into the TVCoC HMIS.
- I. The Provider Agency understands that with a current standard TVCoC HMIS Authorization for Release form on file, it can update, edit, and print a client's basic identifying information.
- J. The Provider Agency understands that a modified agency Authorization to Release Information form, with the added TVCoC HMIS Clause, permits it to share confidential client information with select agencies.
- K. The Provider Agency understands that only the individual who created the assessment screens or an authorized person⁹ by the originating agency can edit assessment screens. The Provider Agency will create a separate assessment, as needed, to indicate a change in a client's status and updates and to edit incorrect information.
- L. 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, gender identity, and sexual orientation are not permitted in the TVCoC HMIS. Offensive language and profanity are not permitted in the TVCoC HMIS. This does not apply to the input of direct quotes by a client **IF** the Provider Agency believes that entering these comments for assessment, service, and treatment purposes is essential.
- M. The Provider Agency will utilize the TVCoC HMIS for business purposes only.

⁸ Form provided by HMIS LEAD AGENCY

⁹ Individual is employed or authorized to change information by originating agency

- N. The Provider Agency understands the HMIS LEAD AGENCY will provide initial training and periodic updates to that training to assigned Provider Agency staff about using the TVCoC HMIS. This information will then be communicated to additional staff using the TVCoC HMIS within the Provider Agency.
- O. The Provider Agency understands the HMIS LEAD AGENCY will provide a help desk with technical support according to the following:

Support telephone numbers and email addresses will be provided to Provider Agencies upon signing this Agreement. HMIS LEAD AGENCY will ensure that any support calls are responded to according to the Severity Code Response Time below, provided all available numbers and e-mail addresses have been accessed.

In the event of non-response, the Provider Agency should notify the System Administrator at the HMIS LEAD AGENCY.

Severity Code Response Times

Severity	Description	System Administrator (SA) Response
1	Major system or component is inoperative, which is critical to the Agency’s business	Contact WellSky within 15 minutes and notify HMIS LEAD AGENCY of the action plan and resolution within 1 hour
2	Service delays impact the agency but is still able to maintain business function.	During SA's regular business hours, SA will initiate problem resolution within four hours and notify the Agency of the action plan and resolution within 6 hours.
3	The problem has a reasonable circumvention and agency can continue with little loss of efficiency	During SA's normal business hours, initiate problem resolution within eight hours and notify the Agency of the action plan within 12 hours
4	The call requires minor action or is for informational purposes only	Response time within 24 hours.

- P. The Provider Agency will update the virus protection software on agency computers that access the TVCoC HMIS.¹⁰
- Q. Transmission of material violating any United States federal, or state law or regulation is prohibited. This includes, but is not limited to, copyright material, material legally judged as threatening or obscene, and material considered protected by trade secret.
- R. The Provider Agency will not use the TVCoC HMIS with intent to defraud the federal, state, or local government or an individual entity or to conduct any illegal activity.
- S. The Provider Agency recognizes the TVCoC HMIS Data Administrators Group will serve as a discussion center regarding the TVCoC HMIS, including TVCoC HMIS process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Provider Agency will designate an Agency staff member to attend TVCoC HMIS User Group meetings regularly and understands that the HMIS LEAD AGENCY will continue coordinating the activities of the TVCoC HMIS Administrators Group.

¹⁰ Provider Agency assumes financial responsibility for virus protection software.

- T. 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 TVCoC HMIS presents an accurate picture of homelessness and services for those experiencing homelessness in the Tennessee Valleyregion, the Provider Agency will enter data in a timely and accurate manner.
- U. Each Provider Agency assumes responsibility for (its) staff and users' compliance with the requirements for data entry and use of the TVCoC HMIS. To assess the quality of data and reports generated by the system, the HMIS LEAD AGENCY¹¹ will conduct periodic monitoring and reviews of 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. Reporting functionality
- V. Provider Agencies must notify HMIS LEAD AGENCY in writing of any changes to User ID, including, but not limited to, new personnel and released or terminated personnel.
- W. Provider Agency will receive security awareness training annually before being given access to HMIS, which reflects the policies of the Continuum of Care and requirements of the HMIS Security Standards.

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 it has not served the client or obtained a client's signed Consent to Release Information form. The Provider Agency agrees not to report or release any identifiable client information on clients that it has not served or obtained a signed Consent to Release Information form.
- C. The Provider Agency understands that before non-identifying system-wide aggregate information collected by the TVCoC HMIS is disseminated to non-TVCoC HMIS Member Agencies, including funders, the User Group, and/or the COC shall endorse it.¹²

V. Proprietary Rights and Database Integrity

¹¹ The HMIS LEAD AGENCY may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Provider Agency.

¹² The TVCoC HMIS Administrators Group 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.

- A. The Provider Agency will not give, or share assigned user identification and passwords to access the TVCoC 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 TVCoC HMIS. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by the HMIS LEAD AGENCY or any computer system or network related to the TVCoC HMIS will result in immediate suspension of services and the HMIS LEAD AGENCY will pursue all appropriate legal action.

VI. Hold Harmless

- A. The HMIS LEAD AGENCY makes no warranties, expressed or implied. The Provider Agency, at all times, will indemnify and hold the HMIS LEAD AGENCY harmless from any damages, liabilities, claims, and expenses that may be claimed against HMIS LEAD AGENCY or the Provider Agency or for injuries or damages to HMIS LEAD AGENCY or the Provider Agency or another party arising from participation in the TVCoC 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 HMIS LEAD AGENCY 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 HMIS LEAD AGENCY shall not be liable to the Provider Agency for damages, losses, or injuries to the Provider Agency or another party unless such is the result of negligence or willful misconduct of the HMIS LEAD AGENCY or its agents, employees, licensees, or clients.
- B. The Provider Agency makes no warranties, expressed or implied. The HMIS LEAD AGENCY, at all times, will indemnify and hold the Provider Agency harmless from any damages, liabilities, claims, and expenses that may be claimed against the HMIS LEAD AGENCY or Provider Agency, or for injuries or damages to the HMIS LEAD AGENCY, the Provider Agency, or another party arising from participation in the TVCoC HMIS, or arising from any acts, omissions, neglect, or fault of the HMIS LEAD AGENCY or its agents, employees, licensees, or clients, or arising from the HMIS LEAD AGENCY's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus, HMIS LEAD AGENCY 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 HMIS LEAD AGENCY 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 HMIS LEAD AGENCY for damages, losses, or injuries to the HMIS LEAD AGENCY or another party unless such is the result of negligence or willful misconduct of the Provider Agency or its agents, employees, licensees, or clients.

VII. HMIS LEAD AGENCY Responsibilities

- A. HMIS LEAD AGENCY agrees to enter a contract and maintain the services of the WellSky – Community Services software according to the terms and conditions of the contract with the Software Provider.
- B. HMIS LEAD AGENCY agrees to maintain a System Administrator who will provide the Provider Agencies training, implementation, help desk, and support.
- C. HMIS LEAD AGENCY agrees to designate a security office to ensure compliance with applicable security standards.

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 the Executive Director of the HMIS LEAD AGENCY.
- B. If the HMIS LEAD AGENCY and the Provider Agency cannot reach a solution, either party may raise the issue to the TVCoC Data Management Committee for a solution.
- C. The TVCoC Data Management Committee may recommend a solution or request that the parties raise the issue to the COC Governing Council.
- D. The COC Governing Council will make every effort to resolve the issue; however, if it cannot be adequately resolved at this level, the COC General Membership shall recommend a process to resolve the dispute.

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 other party's written consent.
- 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 incidents arise regarding possible or actual breaches of this agreement. Should such a situation arise, the HMIS LEAD AGENCY may immediately suspend access to the TVCoC HMIS until the allegations are resolved to protect the system's integrity.
 - 1. When the HMIS LEAD AGENCY 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 before acting.
 - 2. If HMIS LEAD AGENCY believes that the breach by a Provider Agency 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 TVCoC HMIS before addressing the

concerns with the Executive Director of the Provider Agency. The HMIS LEAD AGENCY will then address the concern with the Executive Director of the Provider Agency to resolve the issue.

3. If the concern is not satisfactorily resolved between the HMIS LEAD AGENCY and the Executive Director of the Provider Agency, the HMIS LEAD AGENCY shall consult with the TVCoC HMIS Administrators Group before taking further action.
 4. Action with a Provider Agency may include providing training and technical assistance, suspending access to the central database, or taking other appropriate measures to ensure data integrity.
- D. If a Provider Agency believes that the action taken is inappropriate or cannot meet the conditions of the decision, it may appeal the action to the TVCoC HMIS Administrators Group. If the Data Administrators Group and the Provider Agency cannot reach an agreement, a representative of the TVCoC HMIS Admin Group, the HMIS LEAD AGENCY, and the Provider Agency shall address the issue before the Continuum of Care on Homelessness or its designated TVCoC HMIS Oversight Committee (unbiased interested parties, designated by the COC lead). Decisions by the COC are final; however, every attempt will be made by all parties to reach reasonable accommodation for the Provider Agency.
- E. This agreement may be modified or amended by a written agreement executed by both parties with 30 days' advance written notice.

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

Provider Agency

Executive Director (signature)

Date

Executive Director (printed name)

Agency Name

Address

HMIS Lead Agency

System Administrator (signature)

Date

Nikki Lynn

System Administrator (printed name)

Tennessee Valley Coalition for the Homeless

Agency Name

PO Box 27051 Knoxville, TN 37927

Address