



Agency Name:

Date:

## **MEMBER AGENCY LICENSE AGREEMENT FOR THE CLIENT MANAGEMENT INFORMATION SYSTEM**

The Client Management Information System (CMIS) allows sharing of client information for the provision of services in Palm Beach County through a networked infrastructure that establishes electronic communication among Member Agencies. Participation in the CMIS enables the collection and sharing of unduplicated countywide aggregate data on homeless service delivery. The CMIS system provides a standardized assessment of client needs, supports the creation of individualized service plans and records the use of housing and other related services.

This agreement is between (\_\_\_\_\_), hereafter known as “Agency” and Palm Beach County, system administrator of the CMIS, hereby known as “Administrator”.

### **I. CMIS Systemwide Goals**

- Provide Data on the Extent and Nature of Homelessness
- Streamline the Intake and Referral Process for Member Agencies
- Provide for In-depth Case Management by Sharing Client Information
- Inventory Homeless Housing

### **II. Client Confidentiality and Privacy**

#### **A. Protection of Client Privacy**

1. The Agency will comply with CMIS policies and procedures and all Federal, State and local laws regarding protection of client privacy.
2. The Agency will comply specifically with Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records.
3. The Agency will comply specifically with the Health Insurance Portability and

Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations established by the U.S. Department of Health and Human Services.

4. The Agency will ensure compliance of all End Users.

5. The Agency will ensure Agency Administrator is in compliance with all responsibilities outlined in the Agency Administrator License Agreement.

#### B. Client Confidentiality

1. The Agency agrees to obtain written consent from all clients for whom they are entering or accessing client data into CMIS using the standard Informed Consent/Release of Information form. The Agency will arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the Informed Consent/Release of Information form.

2. The Agency will not solicit or enter information from clients into the CMIS database unless it is essential to provide services or conduct evaluation or research.

3. The Agency will not divulge any confidential information received from the CMIS to any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.

4. The Agency will ensure that all persons who are issued a User Identification and Password to the CMIS abide by this Agency Agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.

5. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete the mandated training on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User License.

6. The Agency will ensure all agency end users are screened and compliant with all CMIS regulations.

7. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

8. If the Agency utilizes central information and referral telephone service verbal consent will be obtained and noted in the agency's client file.

9. The Agency shall keep signed copies of the Informed Consent/Release of Information forms for CMIS for a period of at least six years.

#### **III. Custody of Data**

1. The Agency acknowledges, and administrator agrees, that the agency retains ownership over all information entered into the CMIS.

2. In the event that the CMIS 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. Thereafter, the information collected by the centralized server will be purged or appropriately stored.

3. In the event that Palm Beach County ceases to administer CMIS, the custodianship of the data within CMIS will be transferred by PBC COC to another organization for continuing administration, and all HMIS Member Agencies will be informed no later than the next monthly HHA Meeting.

4. In the event that the relationship between the CMIS and an agency is terminated, the CMIS will retain ownership of the identifiable client level data that has been submitted to CMIS. This data shall remain available to the PBC COC for analytical purposes.

#### **IV. Data Entry and Use of CMIS**

1. The Agency will ensure that workstations meet the minimum technical requirement as laid out in the policies and procedure manual.

2. The Agency will assign an Agency Administrator who will act as the operating manager/ liaison over the CMIS system at the Agency and will fulfill the roles and responsibilities laid out in the policies and procedures manual.

3. The Agency will assign an Agency Data Security Officer who will oversee the integrity of the Agencies security policies and will fulfill the roles and responsibilities laid out in the policies and procures manual.

4. The Agency will not permit User ID's and Passwords to be shared among users.

5. The Agency will enter all minimum required data elements as defined by HUD universal data elements standards.

6. The Agency will work with the CMIS administrator to build accurate bed lists as applicable.

7. The Agency must enter client data in real-time or no later than two (2) business days after intake/entry, assessment, program or service provision, and exit.

8. The Agency will routinely review data it has entered in the CMIS for consistency, completeness, timeliness and accuracy.

9. The Agency will not knowingly enter inaccurate information into CMIS.

10. The Agency acknowledges that with a current Informed Consent /Release of Information form on file, it can update, edit, and print out a client's information.

11. The use of offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, disability, familial status, gender identity or expression, age, sex, and sexual orientation is prohibited by any end user.

12. The Agency will utilize the CMIS for business purposes only.

13. The Agency will not use the CMIS with intent to defraud the Federal, State, or Local government, or an individual entity, or to conduct any illegal activity.

14. The Agency shall ensure that all users with access to the CMIS will not use the information for personal gain or to assist others in profiting from the information.

15. The Agency agrees that the PBC COC or CMIS Administrator will convene meetings to discuss procedures, updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate the Agency Administrator and Agency Data Security Office to attend these meetings.

16. Notwithstanding any other provision of this Agency Agreement, the Agency agrees to abide by all policies and procedures relevant to the use of CMIS that PBC COC publishes from time to time.

## **V. Publication of Reports**

1. The Agency agrees that it may only release aggregated information generated by the CMIS.

2. The Agency agrees that the HMIS oversight committee will establish annual performance goals for the COC and each program within the COC. CMIS staff will provide performance reports on annual goals on a quarterly basis to member agencies. These reports will be analyzed by the HMIS oversight committee and published on the COC website.

## **VI. Database Integrity**

1. The Agency will not share assigned User ID's and Passwords to access the CMIS with any other organization, governmental entity, business, or individual.

2. The Agency will not intentionally cause corruption of the CMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

## **VII. Administrator Roles and Responsibilities**

1. Administrator will provide support and assistance as laid out in Section 6 of the Policies and Procedures Manual.

**VIII. Hold Harmless**

- 1. PBC COC and CMIS Administrator make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold PBC COC and CMIS Administrator harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the CMIS; 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 other than if such is the result of gross negligence or willful misconduct of PBC COC and CMIS Administrator.
- 2. The Agency agrees to keep in force a comprehensive general liability insurance policy to cover indemnification obligations under this agreement.
- 3. Provisions of Section VIII shall survive any termination of the Agency Agreement.

**IX. Terms and Conditions**

- 1. 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 CMIS administrator may immediately suspend access to the CMIS until the allegations are resolved in order to protect the integrity of the system.
- 2. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice; change, modification, or waiver must be in writing and signed by both parties.
- 3. Neither party shall assign or transfer its rights, responsibilities or obligations under this Agreement.
- 4. In the event that any provision of this Agreement shall be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

The signature of the Executive Director of a Member Agency or other authorized officer indicates agreement with the terms set forth herein.

\_\_\_\_\_  
**SIGNATURE OF EXECUTIVE DIRECTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AGENCY**

\_\_\_\_\_  
**SIGNATURE OF COUNTY REPRESENTATIVE**

\_\_\_\_\_  
**DATE**