Homeless Management Information System
Memorandum of Agreement

One80 Place (HMIS Lead Agency)
and

_____
Contributory HMIS Organization

THIS AGREEMENT, made and entered into this **___ day of_____, 2018** by and between One80 Place, the HMIS Lead Agency and project sponsor for the Department of Housing and Urban Development Continuum of Care Program (24 CFR 583) Homeless Management Information System (HMIS) (FR4848-N-02 , FR 69 No. 146) grant on behalf of the Lowcountry Continuum of Care hereinafter called the Lowcountry CoC and_____ **,** hereinafter called the CHO (Contributory HMIS Organization), an organization that operates a contributory homeless assistance program or contributory non-homeless assistance program, to assist with funding of an electronic data collection system that stores longitudinal personal level information about persons who access the homeless services system in the CoC. Lowcountry CoC is the HUD recognized CoC for the Lowcountry region, known as HUD SC-500. The system allows CHOs to input and share information concerning people experiencing homelessness. The system is supported by federal funds from the U.S. Department of Housing and Urban Development hereinafter called "HUD."

WITNESS THAT:

WHEREAS, One80 Place has been designated as the Lead Agency by the Lowcountry CoC Governing Council and receives funding from HUD under its Continuum of Care Program to operate the HMIS through which services to clients experiencing homelessness are documented, tracked and accurately reported without duplication of effort, resulting in client service delivery improvements within the Lowcountry CoC's seven-county service area, which includes Beaufort, Berkley, Charleston, Colleton, Dorchester, Hampton, and Jasper counties; and

WHEREAS, the South Carolina 211 HMIS (SC-211) encompasses the four Continua of South Carolina and the Statewide 211 Information and Referral Line; and

WHEREAS, SC-211 is a web-based information management system that provides client tracking and case management, service and referral management, bed availability for shelters, and reporting , and is capable of supporting all homeless assistance providers in the CoC regional area, plus other South Carolina regional areas; and

WHEREAS, One80 Place has accepted the responsibility of administering federal and local matching funds to meet HUD Continuum of Care Program guidelines and maximizing program benefits to all SC-211 via its HMIS staff and consultants; and

WHEREAS, the CHO provides shelter, housing, and/or supportive services for homeless individuals and/or families and seeks to participate in the SC-211; and

WHEREAS, the signature of the Executive Director of the CHO signifies the CHO's concurrence with, an acceptance of, the terms of this Agreement prior to creation of an account for the CHO on the SC-211.

NOW THEREFORE, in valuable consideration and mutual promises hereafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

I. SCOPE OF SERVICES FOR One80 Place. As part of the SC- 211 HMIS, One80 Place agrees to act as the grantee, and in partnership with the Lowcountry CoC be the custodian of the data, to:

A. Provide support of the Service Point ™ HMIS from Bowman Systems, LLC a Mediware Company, formerly known as Bowman Internet Systems, LLC and United Way Association of South Carolina with the mutual goals of collaboration, enhanced service delivery, and comprehensive data collection; plus the inclusion of software licensing, disaster recovery, training, project management, annual support, and security via its Service Point HMIS Sharing contract.

B. Maintain and Manage the SC-211 HMIS through the United Way Association of South Carolina who provides l e a s e d hosting of the Service Point system on a Mediware/Bowman server as the centralized database for all client information.

C. Provide HMIS Components based on agency needs at the discretion of One80 Place. Components may include software, consulting services (Assessment, Training, Support, Installation, and Software Maintenance).

D. D. Provide Model Privacy Notices, Client Consent and Release forms. The Client Consent and Release of Information forms may not be adapted without written approval of One80 Place.

E. Provide HMIS Training. One80 Place and the CHO agree that training is mandatory to all end users. One80 Place will be responsible in providing training at a site and time which will be determined by the HMIS System Administrator.

F. Provide HMIS Technical Support. All requests for technical support shall be forwarded to the One80 Place ticketing system.

II. SCOPE OF SERVICES FOR CHO. As part of the SC-211, the CHO, as the owner of the data, agrees to:

A. Provide, at a minimum, annual disclosure of universal data elements for the purpose of generating an unduplicated count.

B. Provide data to facilitate the sharing of information for research initiated by SC-211.

C. Assist One80 Place in meeting the baseline HMIS standards for data collection, data quality, privacy and security as outlined in the SC-211 HMIS Policies and Procedures. Adhere to all HUD HMIS Policies and Procedures.

D. Enter data in a timely manner to ensure information generated by the SC-211HMIS presents an accurate picture of people accessing the homeless services system within the CoC.

E. Certify Income Status. CHO agrees to certify that 100% of beneficiaries in SC-211 HMIS

are low-to- moderate income persons as defined by HUD.

F. Work Closely With One80 Place and the CoC. CHO agrees to cooperate fully with One80 Place and the CoC in providing data and information to support the SC-211 HMIS.

G. Appoint Personnel. CHO agrees to designate End User(s) and assumes the responsibility for its staff and system user's compliance with data entry requirements, including but not limited to preventing entry of inappropriate and/or duplicate client records, inaccurate information, or entry of client records that are missing required data elements. The CHO will ensure all new system users complete and execute Attachment B and are provided with training prior to accessing the SC-211 HMIS. The CHO will, as soon as practicable but in no event to exceed seven days, notify LHC in writing of any new, released or terminated personnel.

H. Attend Training**.** CHO agrees to attend any mandatory HMIS Training/User Group meetings provided by One80 Place and/or the Lowcountry CoC.

I. Actively participate in the HMIS. CHO agrees to make its best effort to utilize the SC-211 HMIS to the fullest extent practical with the CHO's plan and to provide community support.

J. Maintain updated virus protection software on agency hardware and software that access the SC-211 HMIS.

K. Refrain from transmitting material in violation of any Unites States federal or state law or regulation including, but not limited to, copyright materials, material legally judged to be threatening or obscene, and material considered protected by trade secret.

L. Refrain from using the SC-211 HMIS to defraud the federal, state of local government or an individual entity, or to conduct any illegal activity.

III. PRIVACY AND CONFIDENTIALITY. The SC-211 HMIS will include client identifier information (name, date- of-birth, and social security number). SC-211 HMIS may include, but not be limited to, information required by HUD relating to disabilities and special needs, which can include HIV/AIDS, substance abuse, mental illness, physical or medical disability, developmental disability, and domestic violence. Social and case worker notes and comments may also be contained with the SC-211 HMIS. There are strict federal and state privacy rules regarding this and any other medical data in a client's record (See Attachment A). All CHOs must maintain a Privacy Policy and post the HMIS Privacy Statement in accordance with the SC-211 HMIS Policies and Procedures.[1]

A. Protection of Client Privacy

1. The CHO will comply with all applicable federal and state laws regarding protection of client privacy, including, but not limited to, Federal confidentiality regulations as contained in the *Code of Federal Regulation, 42 CFR part 2,* regarding disclosures of alcohol and/or drug abuse records.

2. Confidentiality of information about client data is a high priority for One80 Place, the Lowcountry CoC and the CHO. Users must be trained by One80 Place or an appropriate trainer chosen by One80 Place or Lowcountry CoC before accessing the HMIS and training will include instructions related to client privacy and confidentiality as well as instructions

on using the HMIS.

3. One80 Place reserves the right to suspend without notice services of the SC-211 HMIS for the purpose of investigation of any suspicion of breached confidentiality. CHO will have ten days to appeal or develop a remediation plan.

4. One80 Place may suspend this agreement if SC-211 HMIS, in its sole discretion, determines that there has been an improper breach of confidentiality. CHO will have ten days to appeal or develop a remediation plan.

5. The CHO will comply with all HUD and SC-211 HMIS Policies and Procedures established by One80 Place and Lowcountry CoC.

6. If the CHO is covered under HIPAA, it is not required to comply with the privacy and security standards in the HMIS regulations, if the CHO determines that a substantial portion of its PPI about homeless clients is protected health information as defined by HIPAA, except to the extent such privacy and security standards in applicable HMIS regulations exceed the protections set forth in HIPAA.

IV. TERM AND PERFORMANCE

A. The MOA shall remain unless revoked in writing by either party with 30 days written notice or until HUD discontinues funding for HMIS grants and any subsequent renewals thereto.

B. One80 Place shall provide licensing, technical support, training and implementation cost as part of the grant agreement with HUD. License costs may be fully or partially covered by One80 Place or Lowcountry CoC;

C. If at the time funding is discontinued from HUD, the CHO is responsible for operating and maintenance costs necessary to continue operation of its proportional share of the SC-211 HMIS.

D. If One80 Place terminates this agreement any reason other than for convenience under Section IV.A hereto, the CHO shall surrender any software provided under this Agreement. The CHO shall immediately refrain, as of the effective date of termination, from a) providing services to the homeless pursuant to this Agreement, and b) using the SC-211 HMIS and HMIS systems. Except for terminations for convenience pursuant to Section IV.A, the CHO has the right to appeal any termination to the United Way Association of South Carolina.

E. Upon termination of this Agreement for any reason, all client level data will be retained within HMIS for research and planning purposes.

V. NOTICES

A. Official communication concerning this Agreement shall be directed to:

One80 Place
HMIS Lead Agency
P.O. Box 20038
Charleston, SC 29413

_____
CHO Agency Contact Name

_____
CHO Agency Name

_____
CHO Agency Address

_____
CHO Agency City, State Zip

_____
CHO Agency Phone

_____
CHO Agency Contact Email

VI. MONITORING

A. One80 Place shall conduct periodic monitoring and reviews of the CHO to ensure compliance with this Agreement and the HMIS regulations. The areas reviewed may include, but are not limited to, data quality, operation of the software, maintenance and enforcement of confidentiality procedures, and reporting functionality, if applicable.

B. If monitoring or review reveals deficiencies in the CHO's compliance with HMIS regulations or performance under this agreement, discovery of such deficiency, One80 Place shall develop and provide to the CHO a written plan of correction to include an itemized list of deficiencies, a plan of action to correct identified deficiencies, and a time frame for restoring the CHO's compliance (the "Remediation Plan").

C. Should CHO fail to satisfy the terms of the Remediation Plan, One80 Place may, at its sole discretion, terminate this Agreement upon 10 calendar days' written notice.

VII. TERMS AND CONDITIONS OF THIS AGREEMENT

A. The CHO agrees to comply with the requirements of title 24 CFR 570 and the following Federal Regulations as they may apply to the project and the HMIS Data and Technical Standards.

- Certification Regarding Lobbying and Drug Free Workplace Act
- Policy Prohibiting Use of Excessive Force, f1990 HUD Appropriation Act (P.L. 101-144)
- Drug Free workplace Act of 1988

- American Disabilities Act of 1990
- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act
- Civil Rights and Fair Housing: Employment and Contracting Opportunities (570.601, 570.607)
- Labor Standards (24CFR 570.603)
- Lead-based Paint (24 CFR 570.608)
- Political Activity
- Conflict of Interest (24 CFR 570.611)
- Suspension and Termination (24 CFR 570.503 (b) (7), CFR 85.43 and 44)
- Resident Aliens (24 CFR 570.613)

B. This Agreement, in accordance with 24 CFR 85.43, may be suspended or terminated if the CHO materially fails to comply with any term of the Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

C. It is understood and agreed between the parties that One80 Place is in no way connected with the actual performance of the services to the homeless facilitated by this Agreement on the part of the CHO, nor as to the employment of labor, or the incurring of other expenses; that the CHO as an independent contractor in the performance of each and every part of this Agreement is solely liable for all labor and expenses in connection therewith and for any and all damages which may be incurred on account of the operation of this Agreement, whether the same be for personal injuries or damages of any kind. Nothing in this Agreement shall be construed to be inconsistent with the CHO's status an independent contractor, or construed to constitute the CHO, or any of its agents or employees as agents, employees or representatives of One80 Place. The CHO will supervise the execution of all work covered by the Agreement which shall be in the exclusive charge and control of the CHO.

D. Subject to the terms and conditions of this Agreement, One80 Place will provide an HMIS System Administrator and provide training and technical support for the SC-211 HMIS as needed as long as there are HUD grant funds to cover support of the SC-211 HMIS.

E. The CHO agrees to indemnify and to hold One80 Place, the Lowcountry CoC, its employees, officers, and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance of any work, services or functions covered by this Agreement and the use by the CHO of the SC-211 HMIS. One80 Place and the CoC HUD SC-500 agree to indemnify and hold the CHO and all valid users of the SC-211 HMIS harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with use of the SC-211 HMIS to the extent permitted by law. The CHO agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of One80 Place.

F. This Agreement cannot be transferred by assignment or novation, nor shall any of the work covered by such agreement be subcontracted, without the prior written approval of One80 Place, which may be granted or withheld in its sole discretion. In the event of an unauthorized assignment, novation, or attempt to subcontract services, this Agreement shall be void.

G. This Agreement can only be amended only upon the mutual written consent of the parties.

H. The CHO shall at all times comply with all laws, regulations and ordinances governing the performance of the services described herein.

I. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.

J. This document contains the entire Agreement between the parties, and no statement or representation not contained herein shall be valid.

VIII. ATTACHMENTS

Attached hereto and hereby incorporated by reference and made a part of this Agreement as fully as if set forth herein are the SC-211 HMIS Policies and Procedures as last updated on July 26, 2017. Notwithstanding any other provision of this Agreement, the CHO agrees to abide by the HMIS Data and Technical Standards and the SC-211 HMIS Policies and Procedures relevant to the use of SC-211 HMIS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and as dated above and below:

Contributory HMIS Organization (Agency):

_____
Agency Name

_____ _____
Authorized Signature Printed Name

Title: _____

_____
Date

HMIS Lead One80 Place

_____ Stacey W. Denaux
Authorized Signature Printed Name

Title: CEO
Authorizing Officials Title

_____
Date

ATTACHMENT A
CONFIDENTIALITY GUIDELINES

The CHO agrees to abide by all present and future federal and state laws and regulations and with all One80 Place procedures and policies relating to the collection, storage, retrieval, and dissemination of client information for the SC-211 HMIS and will only release confidential client information with written consent of the client. Federal laws include, but are not limited to, the federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2., regarding the disclosure of alcohol and/ or drug abuse records and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when applicable.

1. The CHO will only collect Protected Personal Information (PPI) that is relevant to the SC-211 HMIS and complies with the regulations governing the HMIS.

2. The CHO will provide a verbal explanation of SC-211 HMIS to clients and arrange, when possible, for a qualified interpreter, and/or make responsible accommodations for persons with disabilities to include sign language, Braille, audio or larger type. **Note: This obligation does not apply to CHO's who do not receive federal financial assistance and who are also exempt from the requirements of Title III of the Americans with Disabilities Act because they qualify as "religious entities" under that Act.**

3. The CHO will make a copy of the SC-211 HMIS Privacy Policy, available to any client requesting a copy.

4. The CHO agrees to limit access to information furnished by the SC-211 HMIS to its own employees specifically for the purpose of inputting or verifying client data and/or entering into the system records of services provided.

5. The CHO agrees to use due diligence and care in assigning staff to use SC-211 HMIS. All such employees will be required to sign a statement of confidentiality, which includes a pledge of compliance (**Attachment B**). Each statement of confidentiality will be forwarded to and maintained by One80 Place. The User ID of the person who is entering information is a part of the computer record. The CHO will verify that the person is authorized to enter data into the system.

6. The CHO further agrees to furnish to One80 Place the names of all staff members who have access to SC-211 HMIS information and certify that such staff is competent to have access to this information according to the provisions of this agreement. One80 Place may, at its option, disapprove access of the system to any individual.

7. The CHO shall be responsible for the maintenance, accuracy, and security of all of its homeless assistance records and terminal sites and for the training of agency personnel regarding confidentiality.

8. The CHO Executive Director must accept responsibility for the validity of all records entered by their agency. The Executive Director may designate an immediate subordinate staff member with supervisory responsibilities for verifying the accuracy of information. The CHO will provide One80 Place with the name(s) and title(s) of the staff member(s) authorized to supervise data entry personnel.

9. One80 Place reserves the right to immediately suspend furnishing information covered by terms of this Agreement to the CHO when any terms of this Agreement are violated or are suspected of being

violated. Upon receipt of satisfactory assurances that such violations did not occur or that such violations have been fully corrected or eliminated, United Way of the Midlands in its sole discretion may resume furnishing such information.

ATTACHMENT B
REQUEST FOR SC-211 HMIS USER ACCOUNT

Homeless Management Information System

This request/certification must be completed by all users and existing users on at least an annual basis.

Please send completed request/certification to:
Heather Carver, Program Director
Lowcountry Continuum of Care
hcarver@one80place.org

Account Type (check one):

[ ] Case Manager [ ] Volunteer

[ ] Agency Administrator

Agency Administrator users have full access to all aspects of ServicePoint, and in addition, can update their agency profile, change user access rights and user passwords, and delete client records.

Case Manager users have full access to all aspects of ServicePoint, but have no administrative rights.

Volunteer users can enter data, assign beds, and refer clients, but can only view name, date-of-birth, and SSN of client data.

Please complete the following:

Employee Name:

_____

Employee Email Address:

_____

Agency Name and Telephone Number

_____

USERS RESPONSIBILITIES/PROCEDURES

- Except in job-sharing situations, each user requires a unique username and private password. Use of another user's username and/or password or account is grounds for immediate termination of participation in the SC-211 HMIS (removal of all access for all users).
- A User ID will be assigned and emailed to the user. Upon receipt the user should call the HMIS System Administrator for their temporary password.
- All End Users must obtain and review a copy of the SC-211 HMIS Policies and Procedures to include Privacy Statement, Security, and Data Quality sections.
- After reviewing the Confidentiality Guidelines **(Attachment A)** please sign the Confidentiality and Responsibility Certification **(next page).**

SC-211 HMIS USER
CONFIDENTIALITY AND RESPONSIBILITY CERTIFICATION

I have read the Confidentiality Guidelines and I agree to maintain strict confidentiality of information obtained through the SC-211 HMIS. This information will be used only for legitimate client service and administration of the above named agency. Any breach of confidentiality will result in immediate termination of participation in the SC-211 HMIS.

Initial each item

_____ I understand that my username and password are for my use only (or job-sharing counterpart).

_____ I understand that I must take all reasonable means to keep my password physically secure. Specifically, passwords are not to be left on or near the computer or my desk.

_____ I understand that the only individuals who can view data within SC-211 HMIS are authorized users and the clients to whom the information pertains.

_____ I understand that I may only view, obtain, disclose, or use the database information that is relevant and necessary in performing my job.

_____ I understand that these rules apply to all users of SC-211 HMIS whatever their role or position.

_____ I understand that hard copies of SC-211 HMIS data must be kept in a secure file.

_____ I understand that once hard copies of SC-211 HMIS data are no longer needed, they must be properly destroyed to maintain confidentiality.

_____ I understand that if I notice or suspect a security breach I must immediately notify the System Administrator (see below).

_____ I understand that I may not intentionally enter incorrect data.

_____ I will notify the appropriate parties within 24 hours of termination of employment. I understand and agree to the above statements.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Executive Director's Signature: _____ Date: _____

_____
System Administrator or HMIS Consultant