

RESOLUTION NO. 2013- 177

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, AUTHORIZING EXECUTION OF A HOMELESS MANAGEMENT INFORMATION SYSTEM ("HMIS") AGREEMENT WITH THE UNITED WAY OF NORTHEAST FLORIDA 2-1-1; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT AND ALL SUBSEQUENT REQUIRED DOCUMENTS ON BEHALF OF THE COUNTY

WHEREAS, The NEFIN HMIS is a shared human services database, which allows authorized personnel throughout Northeast Florida (and the surrounding areas) to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients; and

WHEREAS, the HMIS is a requirement of the Emergency Solutions Grant, which was awarded to the County by the Department of Children and Families Office on Homelessness; and

WHEREAS, execution of the attached agreement is in the best interest of St. Johns County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

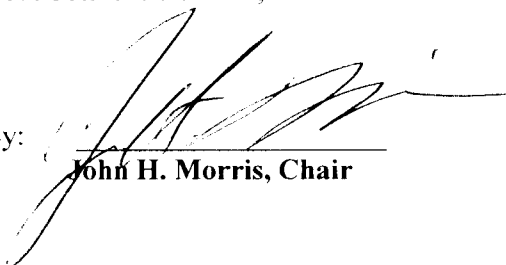
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached agreement between the St. Johns County, Florida and the United Way of Northeast Florida for access to and operation of the HMIS, and authorizes the County Administrator or designee, to execute the agreement on behalf of the County.


Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 26th Day of August 2013.

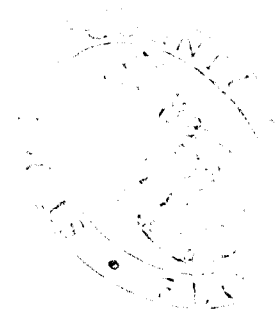
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 

John H. Morris, Chair

By: 

ATTEST: Cheryl Strickland, Clerk
Deputy Clerk





United Way of Northeast Florida 2-1-1 Northeast Florida Information Network (NEFIN) HMIS AGENCY PARTICIPATION AGREEMENT

This agreement is entered into on _____ (dd/mm/yy) between the **Northeast Florida Information Network (hosted by United Way of Northeast Florida 2-1-1 and acting HMIS system for Emergency Service Homeless Coalition of Jacksonville, Inc.)**, hereafter known as "NEFIN," and _____ (agency name), hereafter known as "Agency," regarding access and use of the NEFIN Homeless Management Information System, hereafter known as "NEFIN HMIS."

I. Introduction

The NEFIN HMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout Northeast Florida (and the surrounding areas) to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

NEFIN's goals are to:

Improve coordinated care for and services to homeless persons in Northeast Florida (and the surrounding areas),

Provide a user-friendly and high quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning, and

Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and other funders as needed.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the NEFIN HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless as well as persons in with specific needs. The Northeast Florida Information Network administers the NEFIN HMIS which is access through an Internet-based software package named ServicePoint. This is accomplished through a subcontract with Bowman Systems located in Shreveport LA. NEFIN follows the guidelines as set forth by HIPAA Title II.

II. NEFIN Responsibilities

1. Bowman will provide the Agency 24-hour access to the NEFIN data-gathering system, via Internet connection.
2. NEFIN will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted in local implementation of HMIS functions.
3. NEFIN will provide both initial training and periodic updates to that training for core Agency Staff regarding the use of the NEFIN HMIS.
4. NEFIN will provide basic user support and technical assistance (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 8:00 AM to 5:00 PM on Monday through Friday (with the exclusion of holidays). Pre-arranged support may be scheduled as needed.
5. NEFIN nor Bowman Systems will not publish reports on client data that identify specific agencies or persons, without prior agency and, where necessary, client permission. Public reports otherwise published will be limited to presentation of aggregated data within the NEFIN HMIS.



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6. NEFIN's publication practice will be governed by policies established by relevant committees (further referred to as the "NEFIN Steering Committee").

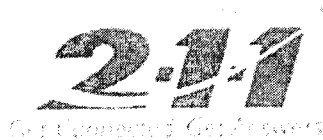
III. Privacy and Confidentiality

A. Protection of Client Privacy

1. The Agency will comply with all applicable federal and state 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 comply with the HITECH Act of 2009 (H.R.1: American Recovery and Reinvestment Act of 2009) as it pertains to confidentiality of client records.
5. The Agency will comply with all privacy rules specified in State of Florida.
6. The Agency will comply with all policies and procedures established by NEFIN pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of NEFIN' Privacy Notice or Summary of Privacy Notice (or an acceptable Agency-specific alternative) to each consumer/client. The Agency will provide a verbal explanation of the NEFIN HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the Privacy Notice or associated Consent Form(s).
2. The Agency will not solicit or enter information from clients into the NEFIN database unless it is essential to provide services or conduct evaluation or research. **AT NO TIME WILL CLIENT DATA BE USED FOR PERSONAL OR PRIVATE USE. Sharing of Client data is confined to NEFIN- Participating agencies and is entirely FORBIDDEN outside NEFIN (this includes ALL Individuals and organizations outside NEFIN). Any sharing outside of NEFIN will be done so ONLY at the explicit authorization of the client. Any breach of this will result in full system lockout and potential legal consequences.**
3. The Agency will not divulge any confidential information received from the NEFIN HMIS 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 NEFIN HMIS abide by this Participation Agreement and the NEFIN USER AGREEMENT POLICY, RESPONSIBILITY & CODE OF ETHICS, 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 a formal training on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User License.



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6. The Agency agrees that in the unlikely event that any of the aforementioned provisions are not met that any persons granted access to the NEFIN HMIS will be removed from access. Any failure to comply with this Participation Agreement and the NEFIN USER AGREEMENT POLICY, RESPONSIBILITY & CODE OF ETHICS will result in such actions.

7. The Agency agrees that those granted Agency Administrator systems access must first become a certified Agency Administrator through training provided by Bowman Systems qualified trainers or by the NEFIN HMIS Administrator.

8. 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.

C. Inter-Agency Sharing of Information

1. The Agency acknowledges that all forms provided by NEFIN regarding client privacy and confidentiality are shared with the Agency as generally applicable models that may require specific modification in accord with Agency-specific rules. The Agency will review and revise (as necessary) all forms provided by NEFIN to assure that they are in compliance with the laws, rules and regulations that govern its organization and submit any modifications to NEFIN for record retention.

2. The Agency agrees to develop a plan for all routine sharing practices with partnering Agencies and document that plan.

3. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agencies in the NEFIN HMIS. The Agency will document client consent on the NEFIN Client Release of Information Form.1

4. If the client has given approval through a completed NEFIN Client Release of Information Form, the Agency may elect to share information accordingly with other partnering agencies in NEFIN.

5. The Agency will incorporate a release clause into its existing Release of Information form if the Agency intends to share restricted client data within the HMIS. Restricted information, including progress notes and psychotherapy notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not be shared with other participating Agencies without the client's written, informed consent as documented on the Agency-modified Authorization for Release Form. Sharing of restricted information is not covered under the general Client Release of Information.

6. Agencies with whom information is shared are each responsible for obtaining appropriate consent(s) before allowing further sharing of client records.

7. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the NEFIN HMIS.

8. The Agency agrees to place all Client Release of Information forms related to the NEFIN HMIS in a file to be located at the Agency's business address and that such forms will be made available to the NEFIN HMIS Manager for periodic audits. The Agency will retain these NEFIN-related Client Release of Information forms for a period of 7 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

9. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

D. Custody of Data

1. The Agency acknowledges, and NEFIN agrees, that the Agency retains ownership over all information it enters into the NEFIN HMIS.



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2. In the event that the NEFIN 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 NEFIN ceases to exist, the custodianship of the data within NEFIN HMIS will be transferred by NEFIN to another organization for continuing administration, and all Member Agencies will be informed in a timely manner.

IV. Data Entry and Regular Use of NEFIN

1. The Agency will not permit User ID's and Passwords to be shared among users.
2. If a client has previously given the Agency permission to share information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission with regard to one or more of these agencies, the Agency will contact its partner agency/agencies and explain that, at the client's request, portions of that client record will no longer be shared. The Agency will then "lock" those portions of the record, impacted by the revocation, to the other agency or agencies.
3. If the Agency receives information that necessitates a client's information be entirely removed from the NEFIN HMIS, the Agency will work with the client to complete any applicable forms necessary to complete the Agency-Client relationship. This agreement will comply with all Federal, State and Local laws.
4. There are currently two (2) classifications for data entry into NEFIN: HUD funded Programs and Non-HUD funded Programs. Non-HUD funded Programs may or may not work solely with Homeless Citizens and data requirements shall not be identical to that of HUD funded Programs, however the minimum required data elements listed below SHALL be captured for inclusion into NEFIN.
5. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, Shelter + Care Program, Emergency Shelter Grant Program and Housing Opportunities for Persons with AIDS (HOPWA) Programs as per the attached HUD Mandatory Universal Data Elements and Program Specifics for HMIS (as per the **HUD Federal Register** Dated July 30th, 2004, Docket No. FR-4848-N-02 and updated by Docket No. FR-4848-N-03). The Agency agrees to collect this minimum data to further the mission of their administering CoC. This requirement includes Non-HUD funded programs as the data submitted will be reported to HUD for ALL Homeless citizens of the area for further reporting to Congress.
6. Further data collection in support of the HUD Annual Progress Report (HUD-40118 APR) and the Annual Homeless Assessment Report (AHAR) as well as other miscellaneous reports shall be outlined to the Agency accordingly.
7. HUD reporting requirements – for HUD sponsored and/or funded agencies, a quarterly HUD-40118 APR shall be used and conducted over the NEFIN system and submitted to ESHC of Jacksonville as an audit tool. This quarterly report shall not be submitted to HUD unless outlined by the Agency's Contract with ESHC of Jacksonville (or their applicable CoC).
8. For Non-HUD sponsored and/or funded programs, the aforementioned data requirements will be audited for completeness and Data Accuracy for Annual reporting to the HMIS.
9. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time, data entry according to data entry guidelines.



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10. The Agency will routinely review records it has entered in the NEFIN HMIS for completeness and data accuracy (further referred to as Data Integrity). The review and data correction process will be made according to NEFIN's published Standard Operating Procedures. **Monthly, Quarterly and Annual Audits:** the Agency agrees to allow the NEFIN Manager (also known as the HMIS Manager) the ability to audit records within the NEFIN system to ensure data consistency, accuracy and confidentiality on the programmatic level. These findings will be submitted to the Agency upon request and will not be published

11. The Agency will not knowingly enter inaccurate information into the NEFIN HMIS.

12. The Agency acknowledges that with a current standard NEFIN Client Release of Information form on record, it can update, edit, and print out a client's information. Once the NEFIN Client Release of Information expires, the Agency can no longer edit or print the record.

13. The Agency acknowledges that once that Client Release of Information expires (5 years from signature date), any new information entered into the database will be closed to sharing. Information entered before the date of the expired release will continue to be available to the sharing partners.

14. The Agency acknowledges that a modified agency Authorization to Release Information form, with a NEFIN clause, permits it to share restricted client information with select agencies in compliance with the Agency's approved Confidentiality Policies and Procedures.

15. The Agency acknowledges that assessment screens can only be edited by the individual that originally enters the data or by an Agency-approved representative. The Agency will create a separate assessment, as needed, to indicate a change in a client's status, enter updates, or edit incorrect information if applicable.

16. The Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.

17. The Agency will utilize the NEFIN HMIS for business purposes only.

18. The Agency will keep updated virus protection software on Agency computers that access the NEFIN HMIS.

19. Transmission of material in violation of any United States Federal or State regulations is prohibited.

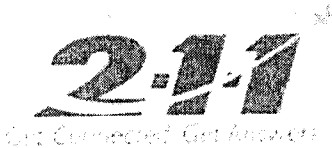
20. The Agency will not use the NEFIN HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

21. The Agency agrees that NEFIN, the NEFIN Steering Committee or the local Continuum of Care Planning Committee may convene local or regional User Meetings to discuss procedures, updates, policy and practice guidelines, data analysis, and software/ hardware upgrades. The Agency will designate at least one specific Staff member to regularly attend User Meetings.

22. The Agency agrees to participate in monthly User Group Meetings as scheduled by the HMIS. At minimum, attendees must include the assigned Agency Administrator and those staff with access to the system. The intent of these meetings is to discuss system usage within the Agency, identify and resolve any related problems or concerns, and provide a formal communication process and feedback mechanism with NEFIN in implementing the HMIS. A copy of the minutes from this PIM must be submitted to HMIS within 15 days of the meeting.

23. The Agency will incorporate procedures for responding to client concerns regarding use of the NEFIN HMIS into its existing Grievance Policy.

24. Notwithstanding any other provision of this Participation Agreement, the Agency agrees to abide by all policies and procedures relevant to the use of NEFIN HMIS that NEFIN publishes from time to time.



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V. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the NEFIN HMIS that is specific to its own services.
2. The Agency acknowledges that the release of aggregated information will be governed through policies established by relevant committees operating at the NEFIN HMIS level for statewide analysis and at the Continuum of Care level for community-level analysis. Such information will include qualifiers such as coverage levels or other information necessary to fully explain the published findings.

VI. Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the HMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the NEFIN HMIS 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. Hold Harmless

1. NEFIN makes no warranties, expressed or implied, other than as provided in this Agreement. To the extent permissible by law, the Agency will indemnify and hold NEFIN harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency; 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. To the extent permissible by law, the Agency will also hold NEFIN harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Bowman Systems or the Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. NEFIN shall not be liable to the Agency for damages, losses, or injuries to the Agency other than if such is the result of gross negligence or willful misconduct of NEFIN. NEFIN agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of NEFIN. Nothing contained herein shall be interpreted or construed to mean that the Agency consents to being sued or waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes.
2. The 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). Said insurance policy shall include coverage for theft or damage of the Agency's NEFIN-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.
3. Provisions of Section VI shall survive any termination of the Participation Agreement.

VII. Terms and Conditions

1. 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.
2. The Agency shall not transfer or assign any rights or obligations under the Participation Agreement without the written consent of NEFIN.



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3. 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 NEFIN HMIS Manager may immediately suspend access to the NEFIN HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.
5. The terms, conditions and agreements contained in this Participation Agreement may not be changed without the express written consent of NEFIN.
6. NEFIN may assign this Participation Agreement upon due notice to the Agency.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

AGENCY:

NEFIN

AUTHORIZED AGENT:

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

DATE:

DATE:



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ASSURANCE

_____ (Name of Agency) assures that the following fully executed documents will be on file and available for review.

- The Agency's Board Approved Confidentiality Policy.
- The Agency's Grievance Policy, including a procedure for external review.
- The Agency's official Privacy Notice for NEFIN clients.
- Executed NEFIN Client Release of Information forms.
- Executed Agency Authorizations for Release of Information documenting modifications to the original Client Release of Information as needed.
- Certificates of Completion for required training for all NEFIN System Users.
- A fully executed User Agreement for all NEFIN System Users.
- A copy of any Qualified Service Organization Business Associate Agreement -- or Coordinated Services Agreements -- that defines sharing agreements between partnering agencies.

By: _____
Title: _____
Signature: _____
Date: _____



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HUD Mandatory Universal and Program Specific Elements

In complying with HUD's mandated guidelines the following information **MUST** be collected and warehoused in the NEFIN HMIS (or simply NEFIN):

| MANDATORY Elements (Required for HUD and DCF programs) | | Optional (determined by CoC) |
|---|--------------------------------------|---|
| Name (1) | Reasons for Leaving | Employment |
| Social Security Number (1) | Income and Sources | Adult Education |
| Date of Birth (1) | Non-Cash Benefits | General Health Status |
| Race (1) | Physical Disability | Pregnancy Status |
| Ethnicity (1) | Developmental Disability | Veteran's Branch and Service Information |
| Gender (1) | Chronic Health Condition | Children's Education |
| Veteran Status | HIV/AIDS | System Generated |
| Disabling Condition | Mental Health | Personal Identification Number |
| Residence Prior to Program Entry | Substance Abuse | Household Identification Number |
| Zip Code of Last Permanent Address | Domestic Violence | (1) Note that one or more of these personal identifiers may need to be asked on subsequent visits to find and retrieve the client's record. However, this information only needs to be recorded in HMIS on an initial program entry. |
| Homeless Status | Destination | |
| Program Entry Date | Date of Contact | (2) The listed information is taken from the HUD Federal Register Dated July 30th, 2004 (Docket No. FR-4848-N-02 and updated by Docket No. FR-4848-N-03) and the Homeless Management Information System (HMIS) Data Standards (Revised Notice) of March 2010. Definitions of fulfilling the data sets above can be found in the aforementioned documents that can be supplied at the reader's request by the NEFIN Manager. |
| Services Provided | Date of Engagement | |
| Program Exit Date | Financial Assistance Provided | |
| Housing Relocation and Stabilizati | | |

Name _____ Signature _____ Date _____

I have read the above list of data elements that are required by my Agency to enter into HMIS per client. I understand that this information is required by HUD as well as DCF for housing and homeless programs.

