



AGENCY DATA SHARING AGREEMENT NEVADA STATE HMIS

Homeless Management Information Systems (HMIS) are client-level databases that combine information from different homeless service providers. In Nevada the software we are using for HMIS is called MetSYS. **MetSYS** is a powerful information management system that provides client tracking and case management, service and referral management, and reporting. This secure system allows a number of different agencies and users to continuously enter their clients' data while being assured that the information is protected.

_____, ("Agency") has elected to share data in the Nevada statewide HMIS and agree as follows:

1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
 - (i) "Client" refers to a consumer of services.
 - (ii) "Partner Agency" refers generally to any Agency participating in the Nevada HMIS.
 - (iii) "Agency staff" refers to both paid employees and volunteers.
 - (iv) "HMIS" refers to the Nevada HMIS system.
- b. Agency understands that when it enters information into HMIS, such information will be available to staff who may review the data to administer HMIS; to conduct analysis; and to prepare reports which may be submitted to others in de-identified form **without** individual identifying Client information.

2. Information Collection, Release and Sharing Consent:

- a. **Collection of Client identified information:** An agency may collect client-identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

Address:

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- b. **Obtaining Client Consent:** Clients **MUST** be given a notification and consent form that explains HMIS and why their personal information is being collected. Consent of the individual for data collection may be inferred from the circumstances of the collection:
- (i) If a Client withdraws or revokes consent for Client identified information collection, Agency is responsible for immediately making appropriate data entries in HMIS to ensure that Client's personal identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.
 - (ii) This information is being gathered for the collection and maintenance of a research database and data repository to be shared with Partner Agencies. The consent implied is in effect until the client revokes the consent in writing.
- c. **No Conditioning of Services:** Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to sign a **Client Consent to Release Information** form for the sharing of identified information or refusal to allow entry of identified information into HMIS.

Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

- (iii) **Security:** Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Agencies will follow the **User Policies and Guidelines**, which is on the Miner-HMIS web page (<http://www.miner-hmis.com/>) and is incorporated into this agreement and may be modified from time to time.
- c. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Use of the Nevada HMIS:

Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other Nevada HMIS participating agencies.

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Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

Agency will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

Agency will use HMIS database for its legitimate business purposes only.

Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.

Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct illegal activity.

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual.

Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

d. Agency will not alter or over-write information entered by another Agency with the exception of basic demographic information if that data has not been entered, or that information was found to be incorrect.

Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Limitation of Liability. Bitfocus, Inc. shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

Additional Terms and Conditions:

This Agreement will be in force until terminated by either party. If this Agreement is terminated, Agency will no longer have access to HMIS.

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Nevada HMIS and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.

Signed,

_____	_____	_____	
Signature	Print Name	Date	

Agency Name			

_____	_____	_____	_____
Agency Mailing Address	City	State	Zip Code

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