

Revised Date: 4/1/2019

**CT HMIS Agency Memorandum of Understanding**  
**by and between**  
**Connecticut Coalition to End Homelessness**  
**and**

Agency: **UPDATE AGENCY NAME**

THIS HOMELESS MANAGEMENT INFORMATION SYSTEM AGENCY MEMORANDUM of UNDERSTANDING (the “MOU”) is made by and between the Connecticut Coalition to End Homelessness (CCEH), as the primary coordinating entity for the Connecticut HMIS Steering Committee (hereinafter “CT HMIS SC”), and **UPDATE AGENCY NAME**, a Connecticut Select One located at \_\_\_\_\_, \_\_\_\_\_, CT \_\_\_\_\_ (hereinafter “Participating HMIS Agency” or “Agency”) from the signing of this document through June 30, 2022. Amendments and agreements may be authorized during this effective period.

Whereas, the CT HMIS is a client information system that records the use of housing and services which can be used to determine the utilization of services of participating agencies, identifying gaps in the local service continuum and develop outcome measurements.

Whereas, the CT HMIS employs a statewide data sharing model among all agencies as described in its Policies and Procedures.

Whereas, the Connecticut Coalition to end Homelessness (hereinafter “CCEH”), has been designated the Lead Agency for the CT HMIS.

Now, therefore, in consideration of the mutual promises contained in this Agreement, CCEH and Participating HMIS Agency agree as follows:

I. Definitions

**Client** is a consumer of services provided by or through the Agency.

**Continuum of Care (COC)** refers to one of the HUD-recognized subdivisions with responsibility for implementing homelessness services and programs for the state of Connecticut.

**Contributing HMIS Organization (CHO)** is a HUD term used in U.S. Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice and in the CT HMIS Policies and Procedures manual, for an organization that operates a project that contributes data to an HMIS.

The **Connecticut Homeless Management Information System** (CT HMIS), a computerized data collection application designed to capture information about homeless people and homeless programs over time. “CT HMIS” is the general name for one or more HUD-compliant software applications implemented and adopted in the state.

**CT HMIS Lead Agency** is the entity authorized by the CT HMIS SC to serve as the CT HMIS Statewide Administrator. The CT HMIS Lead Agency for the effective period of this MOU is the CCEH.

**CT HMIS Local Systems Administration** refers to the set of local/community practices and responsibilities related to CT HMIS for which Agencies are responsible, whether discharged directly or under contract.

**CT HMIS Security Officer** is the party responsible for duties as delineated in the CT HMIS Policy and Procedures. The Security Officer for the effective period of this MOU is a designated CCEH staff person.

**CT HMIS Steering Committee** (CT HMIS SC) is the group established by the aggregated CT Continuum of Care entities responsible for CT HMIS oversight, implementation, planning, policies and procedures, software selection, and managing the CT HMIS in compliance with HUD’s national HMIS Standards.

**CT HMIS System Administrator** is the entity contracted by the CT HMIS Lead Agency to serve as the CT HMIS technical support entity. The System Administrator for the effective period of this MOU is Nutmeg Consulting, LLC.

**Licensed End Users** (End Users) are persons at the Participating Program and Participating HMIS Agency levels who require legitimate access to the software system and are granted such access after training and participating program authorization. Individuals with specific authorization and established roles within CT HMIS software can access the software application for the purpose of conducting data management tasks associated with their area of responsibility.

**CT HMIS Data Coordinator** (HDC), an individual designated by each Participating HMIS Agency as responsible for ensuring that the Agency meets HMIS participation standards as outlined herein and in the CT HMIS Policies and Procedures.

**Participating HMIS Agency** or **Agency** is the organization named in this MOU and means a legal entity responsible for one or more “Participating HMIS Programs” that is licensed to use the CT HMIS.

**Participating HMIS Program** means a program operated by a Participating HMIS Agency which records data elements regarding clients served and enters these data elements through agreed upon means to the CT HMIS operated by the CT HMIS Lead Agency.

**Participating HMIS Agency Security Coordinator** (Agency Security Coordinator) is an individual designated by each Agency as responsible for ensuring that the Agency meets and maintains local HMIS security standards as outlined herein.

## II. Funding

CT HMIS activities are mostly covered by federal, state and local funds. In 2016, an executive team was formed to work on a funding sustainability plan, and the outcome was a decision to charge participating agencies a modest annual fee based on the number of active users and active projects at that agency. HMIS participation fees are assessed annually.

## III. Terms of CT HMIS Participation

The Agency agrees to operate within the most current release of CT HMIS Policies and Procedures located at [http://www.cthmis.com/file\\_uploads/CT\\_HMIS\\_Policies\\_Procedures\\_v5-3.pdf](http://www.cthmis.com/file_uploads/CT_HMIS_Policies_Procedures_v5-3.pdf). The Agency agrees to assure that all employees and agents comply with these policies. Changes to the policies and procedures will be made from time to time to comply with the CT HMIS Standards or to otherwise improve HMIS operations. All changes require approval by the CT HMIS Steering Committee.

The Participating HMIS Agency shall abide with the CT HMIS Policies and Procedures for all participating programs through mechanisms established by the CT HMIS Steering Committee. Such mechanisms may include a completed and certified Annual Administrative Certification Checklist, attached hereto as Exhibit A and incorporated by reference, and Annual Security Certification Checklist, attached hereto as Exhibit B and incorporated by reference. A list of participating programs for the Participating HMIS Agency is provided in Exhibit A. Agencies seeking first-time access to CT HMIS will be granted access to CT HMIS when all Administrative and Security requirements as outlined in Exhibits A and B have been self-certified as being met. Agencies established on CT HMIS that in any given year are unable to self-certify that all requirements are met will be engaged in a 45-60 day remediation process to correct any shortfall. CT HMIS access will continue during this period.

The Participating HMIS Agency shall appoint an HMIS Data Coordinator (HDC) responsible for all duties specified in Exhibit A and any additional relevant duties that may be established by the CT HMIS Steering Committee. The Agency shall appoint a Participating HMIS Agency Security Coordinator responsible for all duties specified in Exhibit B and any additional relevant duties, such as providing security trainings to Agency staff.

## IV. Exceptions

No exceptions can be made for any Agency that has indicated in Exhibit A or B of this Agreement that it does not, at the time of execution of this Agreement, meet all requirements for participation in the CT HMIS. Consistent with CT HMIS Policies and Procedures, Agency shall resolve the issues. First time Agency users of CT HMIS must resolve the issues in order to be granted access to the CT HMIS system. Agencies that already have access will work with the System Administrator in a 45-60 day remediation process to resolve identified issues.

## V. Rights and Responsibilities of Parties

As stated in the CT HMIS Lead Agency MOU (between the CT HMIS SC and CCEH), CCEH as the CT HMIS Lead Agency has the following responsibilities, whether executed directly or through contractual arrangement with other parties such as the CT HMIS System Administrator:

- a) Governance and Reporting
- b) Planning and Policy Development
- c) Grant Administration
- d) System Administration
- e) End User Administration
- f) Data Quality and Compliance Monitoring
- g) Conducting Security, Privacy and Data Quality trainings
- h) Ensuring HMIS is operating in accordance with these Policies and Procedures

As stated in the CT HMIS Memorandum of Understanding between CCEH and Participating CoCs, each CoC has the following responsibilities whether executed directly or through contractual arrangement with other parties such as the CT HMIS System Administrator:

- a) Providing CoC oversight for the Data Quality Standards adopted by the CT HMIS Steering Committee
- b) Convening CoC meetings to review Data Quality and other operational reports
- c) Assign or obtain Local Systems Administration personnel
- d) Assign individuals to participate in activities including but not limited to i) the CT HMIS Steering Committee; ii) Policies and Procedures Subcommittee; iii) Performance Measurement Subcommittee
- e) Produce all necessary HUD reports as required, e.g. for the NOFA, LSA, ESG.

Participating HMIS Agencies are responsible for the following responsibilities whether discharged by employed personnel or through contract:

- a) Compliance and self-certification thereof, with all policies, procedures and agreements through mechanisms established by the CT HMIS Steering Committee (see Exhibits A and B herein)
- b) Collecting and entering data into CT HMIS as per these policies and procedures
- c) Ensuring end users of the program level HMIS compliant system are adhering to the privacy and confidentiality requirements
- d) Ensuring end-user participation in trainings
- e) Participating in CoC meetings and other initiatives of their CoC(s)
- f) Assigning qualified personnel to support initiatives such as the ECM software implementation
- g) Produce all necessary HUD reports, e.g. APR, ESG.

## VI. Oversight and Sanctions

The CT HMIS Lead Agency or its designee will monitor Participating HMIS Agency compliance with these policies and procedures and can verify Self-Certifications via site visits. Agencies must self-certify that Administrative and Security Checklist requirements are met as described in Paragraph III.

## VII. Other Terms and Conditions

Indemnification. The Participating Agency agrees to indemnify, defend and hold harmless CCEH against all losses, expenses, damages and costs arising out of the agency's participation in CT HMIS, excluding incidents of negligence and willful malfeasance.

CCEH agrees to indemnify, defend and hold harmless the Participating Agency against all losses, expenses, damages and costs arising out of CCEH's participation in CT HMIS, excluding incidents of negligence and willful malfeasance.

No Warranty. CCEH's coordination of CT HMIS, including without limitation all services, functions, materials, content and information, is provided "as is" without warranties of any kind, either express or implied.

Liability. In no event will CCEH Board members or employees be held liable for interruptions of services related to the use or inability to use CT HMIS, generally or the specific software applications, or for the transmission of inaccurate information or a breach of security and/or confidentiality resulting from any malfunction of hardware or electronic communications system.

Neither shall the Participating Agency or its Board members, staff, volunteers or sub-contractors be held liable for interruptions of services related to the use or inability to use CT HMIS, generally or the specific software applications, or for the transmission of inaccurate information or a breach of security and/or confidentiality resulting from any malfunction of hardware or electronic communications system.

Release. The Participating Agency agrees to and does hereby release CCEH from any and all liability related to CCEH's performance under the MOU or the CT HMIS Project.

This Agreement shall be in force from the execution date for a period of three years or until terminated in writing by either party. Without limiting the generality of the foregoing or the right of the CT HMIS Lead Agency to terminate this Agreement for any reason, the CT HMIS Lead Agency may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

IN WITNESS WHEREOF, CCEH and Participating HMIS Agency have executed this Agreement by their respective duly authorized representatives.

**Connecticut Coalition to End Homelessness**

By: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: Richard Cho

Title or Capacity: Chief Executive Officer

**AGENCY: UPDATE AGENCY NAME**

By: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title or Capacity: \_\_\_\_\_

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**CT HMIS**

**Exhibit A: Administrative Certification Checklist**

**Agency Name: UPDATE AGENCY NAME**

A. Identification and Contact Information

Organization Name	<b><u>UPDATE AGENCY NAME</u></b>
Agency Official (Executive Director or Chief Executive Officer or Designee)	
a. Name	
b. Title	
c. Phone	
d. Email	
HMIS Data Coordinator (HDC)	
a. Name	
b. Title	
c. Phone	
d. Email	
Secondary-HMIS Data Coordinator (if any)	
a. Name	
b. Title	
c. Phone	
d. Email	

HMIS HDC duties include:

- Serve as point-person in communicating with the System Administrator (currently Nutmeg Consulting, LLC)
- Ensure to the extent possible that all Agency and program data is entered accurately and on time according to all contractual requirements
- Facilitate timely reporting from the Agency she/he represents (unless the Agency has designated another person for this function) reports such as;
  - DOH Emergency Shelter Utilization Report
  - DOH AIDS Funded Program Report
  - HUD Annual Performance Report(APR)
  - Data Quality Reports etc.
- Ensure that all Agency staff who will be using HMIS:
  - Receive authorized HMIS training
  - Satisfactorily demonstrated proficiency in use of the software
  - Understand the Policies and Procedures that apply to their role in the system.
- Designate each individual's level of access by submitting a Designation of Access (DOA) to Nutmeg Consulting
- Notify Nutmeg Consulting when an HMIS system user leaves the Agency or no longer requires access to the CT HMIS system.
- Grant technical access to HMIS for new Agency users as needed.
- Keep Agency and Program information up to date. This includes but is not limited to, location, services provided, HUD requirements, and bed inventories (for housing programs)
- Notify all users in their Agency of interruptions in service, changes to data entry workflow, reporting requirements, and upcoming trainings.
- Attend monthly HMIS Data Coordinator meeting held by Nutmeg Consulting
- Inform Agency HMIS users and senior management of pertinent activity.
- Ensure Agency is prepared for annual site visits
- Assume responsibility for the integrity and protection of client-level data by following the policies outlined for the project, which include but are not limited to:
  - client HMIS Consents Forms are signed and on file;
  - Interagency Sharing agreements are signed and on file (when applicable);
  - Releases of Information are signed and on file (when applicable);
  - Ensure that the proper IT controls are in place for network, desktop and user security;
- Required HMIS postings are up to date, and properly displayed.
- Serve as the Agency's designated Agency Security Coordinator (unless the Agency has designated another person for this function)

HMIS Data Coordinator (HDC) signature indicates understanding and acceptance of these duties:

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PRINT NAME	Signature
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You are required to notify the CT HMIS System Administrator within **10** business days if one of these contacts changes.

B. Assurances of Consistency with Policies and Procedures

Each organization is required to establish and follow the relevant policies and practices in order to comply with CT HMIS Policies and Procedures. If the requirement cannot be met at the time of execution of the MOU, you must participate in a remediation action plan process to correct the identified areas that are out of compliance.

<b>Meets Requirements</b>	<b>Yes / No</b> (Select or Circle Yes or No)
Agency has a policy detailing its internal communication practices for HMIS matters consistent with Section 2 of the CT HMIS policies and procedures.	(Yes / No)
Agency has a policy for granting access to its agency-level HMIS-compliant system's end users consistent with Section 4 of the policies and procedures.	(Yes / No)
The agency has adopted the minimal End User Agreement provided by CCEH/CCEH's Agent.	(Yes / No)
If not, agency's End User Agreement otherwise meets the minimum requirements established in Section 4 of the policies and procedures (you must attach a copy of the non-standard End User Agreement).	(Yes / No)
End User Agreements are signed and on file for all staff who access the agency-level HMIS-compliant system.	(Yes / No)
Agency has a policy for managing the breach of End User Agreement that meets the minimum standards outlined in Section 2 of the policies and procedures.	(Yes / No)
Each end user has been trained on system use, privacy, security, and data collection requirements consistent with train the trainer sessions provided by the CT HMIS lead or its Agent, the CT HMIS System Administrator and the CT HMIS policies and procedures, consistent with Section 3 of the policies and procedures.	(Yes / No)
Agency is a HIPAA-covered entity and has a Privacy Policy that meets HIPAA requirements (you must attach a copy of your HIPAA Privacy Policy).	(Yes / No)
<ul style="list-style-type: none"> <li>Agency is not a HIPAA-covered entity and the agency has adopted the minimal standard Privacy Policy provided by the CTHMIS Lead Agency.</li> </ul>	(Yes / No)
<ul style="list-style-type: none"> <li>Agency is not a HIPAA-covered entity and has established a Privacy Policy that otherwise meets the minimum requirements established in Section 2 of the policies and procedures (you must attach a copy of the non-standard Privacy Policy).</li> </ul>	(Yes / No)
The agency's Privacy Policy is posted on its website.	(Yes / No)

A sign including the required language described in Section 2 of the policies and procedures is posted at all intake desks or other location where data collection occurs.	(Yes / No)
The agency has a policy requiring that all client data is entered into the system within, at most, the timeframe established in CT Data Quality Standards as approved and adopted by the CT HMIS Steering Committee.	(Yes / No)
The agency has a policy for conducting logic checks to validate the accuracy of the data in its program-level HMIS-compliant system and regularly comparing universal and provider program specific data elements to available paper records and updating/correcting missing or inaccurate data, consistent with the CT Data Quality Standards.	(Yes / No)

C. Project List

Please validate the list (below) of all projects operated by this agency whose primary purpose is to meet the specific needs of people who are homeless or at-risk of homelessness and indicate if it is or will be participating in the CT HMIS under this HMIS Participation Agreement. Please indicate the program type. A project information form must be completed for each participating project. If you need a list of your current projects, please contact the CT HMIS Help Desk at (866) 721-4647.

Program types include:

<b>ES</b> =Emergency Shelter	<b>PSH</b> =Permanent Supportive Housing	<b>CAN</b> =Coordinated Access Network
<b>HO</b> =Homeless Outreach	<b>RRH</b> =Rapid Re-housing	<b>SO</b> =Services Only Program
<b>HP</b> =Homelessness Prevention	<b>SH</b> =Safe Haven	Transitional Housing
<b>PH</b> =Permanent Housing without Supportive Services		

Project Name	Program Type	Participating in HMIS (Select or Circle Yes or No)
		Yes
		(Yes / No)

We affirm and certify the above information is true and that this Agency, **UPDATE AGENCY NAME**, is in full compliance with all requirements listed as Contributing HMIS Organization responsibilities in the U.S. Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice and with the CT HMIS Policies and Procedures. This certification is incorporated into the CT HMIS Participation Agreement. Any misrepresentation of the foregoing may result in termination of the Participation Agreement.

HMIS System Administrator (Nutmeg Consulting LLC)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency Official (Executive Director or Chief Executive Officer or Designee)

Signature \_\_\_\_\_

Date \_\_\_\_\_

## CT HMIS

### Exhibit B: Security Certification Checklist

- A. Designate an Agency Security Coordinator (may be the same person designated as the CT HMIS Data Coordinator (HDC)).

Agency Name:	
Security Contact information:	
a. Name	
b. Title	
c. Phone	
d. Email	

Agency Security Coordinator duties include, but are not limited to:

- Work with CT HMIS System Administrator, (Nutmeg Consulting, LLC) to complete the annual security review which utilizes the “CT HMIS Agency Policy and Procedure Review” and tests Agency security practices for compliance.
- Using this “CT HMIS Agency Policy and Procedure Review” document, certify that the Participating HMIS Agency adheres to the Security Plan or provide a plan for mitigating any shortfall, including milestones to demonstrate elimination of the shortfall over time;
- Communicate any security questions, requests, or security breaches to the CT HMIS System Administrator and CT HMIS Security Officer;
- Communicate security-related HMIS information to the agency’s end users;
- Complete security training offered by the CT HMIS Lead Agency or HMIS System Administrator;
- Additional duties specified in the **CT HMIS Agency** Memorandum of Understanding

Agency Security Coordinator signature indicating understanding and acceptance of these duties: \_\_\_\_\_

**You are required to notify the CT HMIS System Administrator within 10 business days if the Agency Security Coordinator changes.**

B. Assurances of Consistency with Security Plan

Each organization is required to establish and follow the relevant policies and practices in order to comply with CT HMIS Policies and Procedures. If the requirement cannot be met at the time of execution of the MOU, you must participate in a remediation action plan process to correct the identified areas that are out of compliance.

<b>Meets Requirements</b>	<b>Yes / No</b> (Select or Circle Yes or No)
<b>Security Requirements</b>	
Documentation is on file that each end user has completed security training prior to gaining system access consistent with Section 1 of the HMIS policies and procedures.	(Yes / No)
Participating HMIS Agency maintains and follows procedures to install, update and use anti-virus software on all owned devices used to access the agency level HMIS, consistent with Section 2 of the policies and procedures.	(Yes / No)
Identify the anti-virus software in use:	
Specify the frequency with which the software is updated and the frequency with which the devices will be scanned. At minimum, update of the software and scan the relevant devices for viruses and malware must be done weekly.	
Participating HMIS Agency has established procedures for protecting HMIS data behind a network or personal firewall.	(Yes / No)
Identify the firewall being used:	
The following workstation and username protections have been formalized in a written procedure and tested within the last 12 months:	(Yes / No)
<p>Defines a period of inactivity after which the user's workstation must be automatically logged out of the system and/or locked out of the computer, requiring a username and password to resume use of the program-level HMIS-compliant system.</p> <p>Identifies that passwords are not to be written down</p> <p>Defines that workstation (or network) passwords must be changed periodically (minimum of every 6 months) and use industry accepted password complexity logic</p>	(Yes / No)
Participating HMIS Agency has a policy specifying that end users may not electronically transmit any unencrypted client-level data across a public network, consistent with section 2 of the policies and procedures.	(Yes / No)

Participating HMIS Agency has a policy specifying any hard drives or removable media on which PPI is stored will be encrypted and that users are prohibited from storing client-level data on any personally owned media, consistent with Section 3 of the policies and procedures.	(Yes / No)
Participating HMIS Agency has a policy describing how hard-copy and electronic client-level data will be protected and disposed of, consistent with Section 3 of the policies and procedures.	(Yes / No)
Participating HMIS Agency has a policy specifying the thresholds and process for security incident reporting, consistent with Section 2 of the policies and procedures.	(Yes / No)
Participating HMIS Agency maintains records of any and all security breaches to the program-level HMIS-compliant system.	(Yes / No)
Each Participating HMIS Agency will have a plan in place for coordinating with the HMIS System Administrator with respect to maintaining and recovering access to its own data, consistent with Section 3 of the policies and procedures.	(Yes / No)

We affirm and certify the above information is true and that this agency, **UPDATE AGENCY NAME**, is in full compliance with all requirements listed as Contributing HMIS Organization responsibilities in the U.S. Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice and with the CT HMIS Policies and Procedures or will be in compliance within the timeframes stated above. This certification is incorporated into the CT HMIS Agency MOU. Any misrepresentation of the foregoing may result in termination of the MOU.

Agency Security Coordinator

Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency Official (Executive Director or Chief Executive Officer or Designee)

Signature \_\_\_\_\_

Date \_\_\_\_\_