

Homeless Resource Council of the Sierras' HMIS Participation Agreement

I. Introduction

Homeless Management Information System (HMIS) of the Homeless Resource Council of the Sierras is a client information system that:

- Provides a standardized assessment of consumer needs, and
- Creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating agencies, and
- Identifies gaps in the local service continuum and develops outcome measurements.

In this Agreement, "HMIS" is the system that the Homeless Resource Council of the Sierras uses to enter client data, "Lead Agency" is the agency appointed by the Homeless Resource Council of the Sierras' to operate the HMIS, "Partner Agency" is any Agency participating in the HMIS project, "Client" is a consumer of services, and "Agency" is the Agency named below.

Agency: _____

II. Lead Agency Responsibility

1. The Lead Agency, through its contract with Bowman Systems, LLC, shall be responsible for the operation and maintenance of network servers, software, data lines, and any other network or communication devices at the host site which is necessary for the proper function of the HMIS. Each Partner Agency shall provide and maintain its own connection to the internet.
 - a. The Lead Agency shall not be liable to any Partner Agency for any cessation, delay, or interruption of services, nor for any malfunction of hardware, software, or equipment to the extent that any such event is beyond the reasonable control of the Lead Agency.
2. The Lead Agency will provide model Privacy and Data Collection Notices, Client Release of Information forms, and other templates for client data collection that may be adopted or adapted by Partner Agencies.
3. The Lead Agency will provide both initial training and periodic updates to that training for Agency Staff, with active licenses, regarding the use of the HMIS.
4. The Lead Agency will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 AM to 5:00 PM on Mondays through Fridays (with the exclusion of holidays).

III. Confidentiality

- A. All parties to this Agreement shall uphold all applicable federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client or when required by law.
 1. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records.
 2. To the extent applicable by law, the Agency will comply with the Health Insurance Privacy Portability and Accountability Act of 1996 and corresponding regulations adopted by the U.S. Department of Health and Human Services.
 3. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.

4. The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services, or to conduct evaluation or research.
 5. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receives basic confidentiality training.
- B. According to HMIS Data and Technical Standards produced by HUD, each agency using the HMIS is required to post a Privacy Notice regarding their Privacy Policy and to make the full Privacy Policy available to clients upon request.
1. The Agency will post a Privacy Notice and a Data Collection Notice in view of the clients. The Privacy Policy and Data Collection Notice must be made available, in writing, upon request.
 2. The Agency is responsible to ensure that their Privacy Policy meets or exceeds the Baseline Requirements as set forth in the 2017 HMIS Data Standards Dictionary and Manual.
 3. The Agency will provide a copy of their Privacy Policy, Privacy Notice, and Data Collection Notice to the HMIS System Administrator.
- C. The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database.
1. The Agency will utilize the Homeless Resource Council of the Sierras' HMIS Client Release of Information form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the HMIS database. The Client Release of Information form, once signed by the Client, authorizes Client data to be entered into the HMIS database and authorizes information sharing with HMIS Partner Agencies.
 2. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information is unavailable to all other Partner Agencies.
 3. The Agency shall keep signed copies of the Client Release of Information forms for HMIS for a period of seven years after the client's exit from the program.
 4. The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent or when required by law.
 5. The Homeless Resource Council of the Sierras does not require or imply that services must be contingent upon a Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.
- D. The Agency and the Lead Agency understand that the HMIS Lead Agency and Bowman Systems, LLC, as administrators, are custodians of data and not owners of data.
1. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the HMIS system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
 2. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located off-site.
 3. If this Agreement is terminated, the Homeless Resource Council of the Sierras and remaining Partner Agencies, so long as client's Release of Information authorizing the sharing of information through the HMIS database remains in effect, shall maintain their right to the use of all client data previously entered by the Agency; this is subject to any restrictions requested by the Client.

IV. HMIS Use and Data Entry

1. The Agency shall follow, comply with and enforce the Homeless Resource Council of the Sierras' HMIS Policies and Procedures. Modifications to the Homeless Resource Council of the Sierras' HMIS Policies and Procedures shall be established in consultation with Partner Agencies and may, upon approval of the HRCS Board, be modified as needed for the purpose of the smooth and efficient operation of the HMIS system.

- a. All Agency users are required to have had training by the HMIS Lead Agency in using the database before they will be allowed to use the system.
 - b. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by entering known, inaccurate information.
 - c. The Agency shall use Client information in the HMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
2. The Agency shall consistently enter information into the HMIS database and will strive for real-time, or close to real-time¹ data entry.
 3. The Agency will not alter information in the HMIS database that is entered by another Agency with known, inaccurate information. (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
 4. The Agency may receive access to Client Data entered by other Partner Agencies. All Partner Agencies are bound by restrictions placed upon the data by the client of any other Partner Agency. The Agency shall record, in ServicePoint, all restrictions requested.
 5. The Agency shall not include profanity or offensive language in the HMIS database.
 6. The Agency shall utilize the HMIS database for business purposes only.
 7. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
 8. The Agency shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

V. Reports/Use of Data

1. The Agency shall retain access to identifying and statistical data on the Clients it serves.
2. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.
3. Homeless Resource Council of the Sierras will use only unidentified, aggregate ServicePoint data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the Continuum of Care.

VI. Proprietary Rights of Bowman Systems, LLC

1. The Agency shall not give or share assigned passwords and access codes of the HMIS database with any other Agency, business, or individual.
2. The Agency shall not cause in any manner, or way, corruption of the HMIS database in any manner.

VII. Terms and Conditions

1. The Agency recognizes that the Homeless Resource Council of the Sierras (HRCS) Board is the decision making group regarding the HMIS project, including process updates, policy and procedure guidelines, data analysis, and software/hardware upgrades. The HMIS Committee is a discussion group that will make recommendations to the HRCS Board regarding HMIS policies and procedures, data analysis, software/hardware upgrades, and forms and documentation. The Agency will designate an assigned staff member to attend the HMIS Committee regular meetings.
2. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses,

¹ Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the HMIS database within one week.

liabilities, penalties, costs, and expenses, including reasonable attorney's fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

3. Fees and Payments
 - a. The Agency shall pay the scheduled fee, according to the current fee schedule (subject to change), on an annual basis.
4. 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.
5. Neither the Lead Agency nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
6. This Agreement may be modified or amended only by a written agreement executed by both parties.
7. This Agreement shall remain in force until revoked in writing by either party, with 30 days' advance written notice. Notwithstanding the foregoing, if there is credible evidence regarding possible or actual breach of this Agreement and the nature of the breach threatens the integrity of the HMIS, the Lead Agency, the HMIS Committee, the HRCS Board; the Lead Agency will have the right to suspend or limit access to the HMIS by the alleged wrongdoer pending investigation and resolution of the matter to the extent reasonably required to protect the integrity of the system.
8. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the HRCS Board, the HMIS Committee, the Lead Agency, and the participating Agency. It is made solely for the protection of the HRCS Board, the HMIS Committee, the Lead Agency, and the Partner Agency and their respective heirs, personal representatives, successors and assigns. No other person or entity shall have any rights of any nature under this Agreement or by reason hereof. Without limiting the generality of the preceding sentence, no user of the HMIS system in his or her capacity as such and no current, former or prospective client of any agency shall have any rights of any nature under this Agreement or by reason hereof.

The signature of the Executive Director of the Agency indicates agreement with the terms set forth.

_____ **Agency Executive Director** _____ **Date**

_____ Agency Name

_____ Mailing address

_____ City _____ State _____ Zip code

_____ **HMIS Lead Agency Executive Director** _____ **Date**