AGENCY PARTICIPATION AGREEMENT

*For Rochester/Monroe County Homeless Continuum of Care (RMCHCoC)*

*Homeless Management Information System (HMIS)*

RMCHCoC’s Homeless Management Information System (HMIS) is a web-based client information system for recording and tracking client information that will be used for case management, determining utilization of services, and gathering information on client demographics as required by HUD.

**\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_**  (Agency) has elected to participate in RMCHCoC’s HMIS.

Agency and RMCHCoC agree as follows:

1. **General Understandings**
2. In this Agreement, the following terms will have the following meanings:

* "Client" refers to a consumer of services;
* “HMIS” will refer to Rochester/Monroe County Homeless Continuum of Care Homeless Management Information System.
* "Partner Agency" refers generally to any service-providing Agency participating in HMIS, excluding the system administrator or Bowman Systems.
* “Share(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency. No information will be shared without a release of information from the client and a completed Data Sharing form from the Agency.
* “HMIS Advisory Committee” refers to HMIS advisory body. The Group is comprised of representatives from RMCHCoC’s regions and at-large members. The Group serves in an advisory capacity to HMIS.
* Agency understands that when it enters information into HMIS, such information will be available to RMCHCoC and Bowman Systems, a Mediware Company, for the purpose of reviewing the data, auditing the input and troubleshooting errors, and to prepare reports which may be submitted to others in aggregate form without individual identifying client information.
* Agency understands that they will have the responsibility to indicate whether the information entered into HMIS may be shared and with which Partner Agencies the information may or may not be shared in the HMIS system.

1. **Confidentiality**

* Agency shall comply with all applicable federal and state confidentiality regulations and laws that protect Client information and records, and Agency shall only release client records with written consent by the Client or when required by law.
* Agency shall specifically comply with federal confidentiality regulations contained in 45 CFR Part 2 regarding disclosure of alcohol abuse and/or drug abuse records. In general terms, federal regulations prohibit the disclosure of alcohol abuse and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom the record pertains or as otherwise permitted. A general authorization for the release of medical or other information is not sufficient for the purpose of disclosing records of alcohol or drug abuse.
* Agency understands that data entered into Service Point database is stored in HIPPA compliant data center. The file server, which will contain all Client information, including encrypted and protected personal information (PPI), will be located at Bowman Systems, LLC, with offices at 11711 West 79th St., Lenexa, KS 66214.
* To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform RMCHCoC in writing of such restrictions.

1. **Display of Notice**

* Pursuant to the notice published by the HUD on July 22, 2003, Agency will prominently display a Notice of Participation in HMIS in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from HMIS, read and understand the contents of the Notice Agency will provide a written copy of the Notice to any Client who requests it. Agency will ensure that all Clients who sign the HMIS Client Consent form based on this Notice receive a copy of that form. Agency will maintain copies of all signed HMIS Client Consent Forms.

1. **Consent/Authorization for Information Sharing**

* Designation for Sharing - Prior to designating any information for sharing with other Partner Agencies, Agency will obtain the informed written consent of the Client. If a Client does not sign a Release of Information form, information may be entered into HMIS, but may not be shared with other Partner Agencies. It is the responsibility of Agency entering information about a Client to determine whether consent has been obtained; to make appropriate entries to either designate the information as appropriate for sharing or prohibit information sharing; to implement any restrictions on information sharing; and to implement any revocation of consent to information sharing.
* Consent Requirements **-** All consent must be informed consent of Client, meaning the Client must understand what they are agreeing to. At a minimum, Agency must meet the following standards:
* Obtaining client consent, the agency will arrange for a qualified interpreter or translator in case the individual is not literate in the English language or has difficulty understanding the HMIS Client Consent form.
* The agency will use the **Confirmation of Release of Information Policy for HMIS Data Collection Form** for all Clients to obtain written consent from the Client to enter data in the system.
* A separate Consent form will be obtained for each household that is seeking services.
* Agency will note any limitations or restrictions on information sharing on a Client's Consent with appropriate data entries into HMIS.
* Agency will be responsible for assuring that consent is knowing, informed and given by a person competent to provide consent.
* If a Client withdraws or revokes consent for release of information, Agency is responsible for immediately making appropriate data entries in HMIS to ensure that Client's information will not be shared with other Partner Agencies. The client should sign the **Opt-Out** form.
* Agency will keep all copies of the Consent forms signed by Clients for a period of seven years, unless funding requires a longer time.

1. **No Conditioning of Services**

* Agency will not place conditions on services offered or decline to provide any services to a Client based upon a Client's refusal to sign Consent for the sharing of information or refusal to allow entry of information into HMIS.

1. **Client Inspection/Correction**

* Each agency must have a policy regarding client access to files. Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information which is inaccurate or incomplete.

1. **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. Among the steps. Agency will take to maintain security and confidentiality are:
* **Access -** Agency will permit access to HMIS or information obtained from it only to paid employees or supervised volunteers who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such employees to only those records required for work assignments.
* **User Policy -** Prior to permitting any user to access HMIS, Agency will comply with, and enforce the User Policy and will inform RMCHCOC immediately in writing of any breach of the User Policy. Agency will require the user to sign a User Policy, Responsibility Statement & Code of Ethics as such policy may be amended from time to time by RMCHCoC.
* **Computers -** Agency will allow access to HMIS only from computers which are (a) physically present on Agency’s premises; (b) owned by Agency; or (c) approved by Agency for the purpose of accessing and working with HMIS. Computers used to access HMIS must be secured in a manner consistent with guidelines issued from time to time by HUD. They must have Agency provided virus protection.
* **Passwords -** Agency will permit access to HMIS only with use of a User ID and password which the user may not share with others. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or RHA. The current password requirements are contained in the User Policy, Responsibility Statement, and Code of Ethics form.
* **Training/Assistance -** Agency will ensure that all staff, volunteers, and other persons issued a user ID and password for *Service Point* received information and training provided by RMCHCoC HMIS. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. RMCHCoC HMIS will be reasonably available during normal weekday business hours for technical assistance (i.e. troubleshooting and report generation).

1. **Information Entry Standards**

* Information entered into the HMIS database by Agency will be truthful, accurate and complete to the best of Agency's knowledge.
* Agency will not solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation, to administer the program, or to comply with regulatory requirements or reporting requirements.
* Agency will enter information into the HMIS database promptly upon receipt and will enter all information within 3 days of the date client contact was made or entry into Agency program. Agency will not alter or over-ride information entered by another Agency unless verified by the client.

1. **Use of HMIS**

* Agency will only access identifying information for any individual for whom services are sought or provided by the Agency (except to the extent that Agency views names and other basic identifying information from a non-client in order to avoid the creation of a duplicate record).
* Agency may only report aggregate information regarding their clients to other entities for funding or planning purposes.
* RMCHCoC will report only unidentified, aggregate information in response to requests for information from HMIS. An Annual Homeless Assessment Report will be compiled including community data.
* Agency will not include or transmit any material in violation of any federal or state law or regulation. This includes, but is not limited to copyrighted material, material legally judged to be threatening, harassing or obscene, and material protected by trade secret.
* Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

1. **Fee**

* Fees are not charged to the Agency for the initiation of this project. If an agency wishes to have more users than are available under the HUD grant, they may purchase additional user licenses through RMCHCoC at a price to be determined by RMCHCoC. Future use of this HMIS software may involve user fee costs to the Agency.

1. **Proprietary Rights of Bowman Internet System**

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

1. **HMIS Advisory Committee**

* RMCHCOC will consult with the HMIS Advisory Committee from time to time regarding issues such as revisions to the form of this Agreement. Written complaints by clients which cannot be resolved at the Agency level or at RMCHCoC may be forwarded to the HMIS Advisory Committee, which will try to reach a voluntary resolution of the complaint.

1. **Additional Terms and Conditions**

* Agency will abide by the terms of its Notice and by such guidelines as are promulgated by HUD and/or RMCHCoC from time to time regarding the administration of HMIS.
* Agency and RMCHCoC intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and RMCHCoC agree to modify the terms of this agreement so as to comply with applicable law.
* Neither RMCHCoC nor Agency will transfer or assign any rights or obligations without the written consent of the other party.
* This Agreement will be in force until terminated by either party. Either party may terminate this agreement on 30 days written notice for any reason or no reason. Either party may terminate this agreement immediately upon a breach of this agreement by the other party.
* If this Agreement is terminated, Agency will no longer have access to HMIS. RMCHCoC and the remaining Partner Agencies will maintain their right to the use of all Client information previously entered by Agency except to the extent a restriction is imposed by the Client or by law.

**Signed:**

**Executive Director Date**

**Agency Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Connie Sanderson**

**Executive Director Date**

**Rochester/Monroe County Homeless CoC**

**Anne Barber Date**

**HMIS System Administrator**

Revised 5/3/18