

1. HMIS-Erie Participation Agreement

**Participation Agreement
Between
[Erie United Methodist Alliance]
and
[Agency Name]**

This agreement is entered into on _____ (dd/mm/yyyy) between the [HMIS Lead Agency] Erie United Methodist Alliance, hereafter known as "HLA," and

(agency name),
hereafter known as "Agency," regarding access and use of the [Homeless Management Information System], hereafter known as "HMIS."

I. Introduction

The HMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout Erie County Homeless Continuum of Care (ECCoC) to enter, track, and report on information concerning their own clients and to share information on common clients.

HMIS's goals are to:

- Improve coordinated care for and services to homeless persons in the ECCoC
- 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 HMIS is designed to collect and deliver quality data about services and homeless persons or persons at risk for being homeless. The Erie United Methodist Alliance (HLA) administers the HMIS on behalf of the Erie County Continuum of Care (ECCoC).

II. HLA Responsibilities

1. HLA will make a best effort to provide the Agency 24 hour access to the HMIS database system, except during routine system maintenance, scheduled system upgrades and unexpected system failures.
2. HLA will provide model Privacy Notices, and other templates for agreements that may be adopted or adapted in local implementation of HMIS functions.
3. HLA will provide both initial training and periodic updates to that training for all end users regarding the use of the HMIS.

4. HLA 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 8:00 AM to 4:00 PM Monday through Friday (with the exclusion of holidays).

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 where applicable. Users should be aware that the Lead Agency will give notice when specific portions of a client record should be locked.
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 all policies and procedures established by HLA pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of HMIS' *Privacy Notice* (or an equivalent Agency-specific alternative) to each consumer. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter/translator or other reasonable accommodation in the event that an individual is not literate in English or has difficulty understanding the *Privacy Notice*.
2. The Agency will not solicit or enter information about clients into the HMIS database unless it is essential to provide services or conduct evaluation or research. Agency Management, in consultation with the HLA will make a determination of what qualifies as essential for services or research.
3. The Agency will not divulge any information received from the 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 HMIS abide by this *Participation Agreement*, 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. The privacy and confidentiality training must be consistent with HLA training or otherwise meet all required state and federal standards.
6. The Agency agrees that those granted Agency Administrator systems access must

- first become a certified HMIS-Erie Agency Administrator through training provided by Bowman Internet Systems, HLA or HLA-designated trainers.
7. The Agency acknowledges that maintaining the confidentiality, security and privacy of information such as that described in Part III, downloaded from the system by the Agency is strictly the responsibility of the Agency.

C. Custody of Data

1. The Agency acknowledges, and HLA agrees, that the Agency retains responsibility for all information it enters into the HMIS but the HLA owns the records that are developed as a result of the development of the database.
2. In the event that the HMIS-ERIE Project ceases to exist, Partner 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 EUMA ceases to exist, the custodianship of the data within HMIS-ERIE will be transferred by ECCoC to another organization for continuing administration, and all HMIS-ERIE Partner Agencies will be informed in a timely manner.

IV. Data Entry and Regular Use of HMIS

1. The Agency will not permit User IDs and Passwords to be shared among users.
2. If the Agency receives information that necessitates a client's information be entirely removed from the HMIS, the Agency will work with the client to complete a brief *Delete Request Form*, which will be sent to the HLA for de-activation of the client record. [2]This provision only applies to reporting that is not required by State or Federal mandates.
3. The Agency will enter all minimum required data elements as specified 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, or ECCoC/HUD Emergency Shelter Grant Program.
4. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time, data entry.
5. The Agency will routinely review records it has entered in the HMIS for completeness and data accuracy. The review and data correction process will be made according to HMIS' published *Policies and Procedures which are currently being developed by the HLA. Until finalized the Agency is required to comply with the HUD policies and procedures found in the Federal Register Part II entitled Department of HUD HMIS Data and Technical Standards.*
6. The Agency will not knowingly enter inaccurate information into HMIS.
7. The Agency acknowledges that a modified agency *Authorization to Release Information* form, with an HMIS clause, permits it to share restricted client information with select agencies (as determined by the Authorization to Release Form) in compliance with the Agency's approved Confidentiality Policies and

Procedures.

8. 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. These prohibited actions are not limited to those listed above and include all other requirements found in the HUD provisions found at the Federal Register Part III Department of HUD HMIS provisions.
9. The Agency will utilize the HMIS for business purposes only.
10. The Agency will keep updated virus protection software and appropriate firewall protection on Agency computers that access the HMIS.
11. Nothing in this Agreement authorizes any party to collect, maintain, use, or disclose information in violation of any laws.
12. The Agency agrees that the HLA or the local Continuum of Care Planning Committee may meet 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 the meetings.
13. Notwithstanding any other provision of this *Participation Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of HMIS that HLA publishes from time to time. The Agency will have a reasonable time to comply with new policies and procedures to be set by HLA. The Agency will complete the HMIS Deactivation User Agreement form within 1 business day of employee status change and forward to the HMIS Administrator when an HMIS User is no longer employed by the Agency.

V. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the 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 Continuum of Care level for community-level analysis. Such information will include qualifiers such as coverage levels or other issues 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 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.
3. All Agency participants must obtain and maintain corporate/business e-mail accounts to be eligible to participate in distribution lists.

VII. Hold Harmless

1. The HLA and ECDHS-MH/MR make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold HLA/ECDHS-MH/MR harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the HMIS; 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. This Agency will also hold HLA/ECDHS-MH/MR harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Bowman Information Systems, by the Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. HLA/ECDHS-MH/MR shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of HLA/ECDHS-MH/MR. HLA and ECDHS-MH/MR agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of HLA or ECDHS-MH/MR.
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 HMIS-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.
3. Provisions of Section VII shall survive any termination of the Participation Agreement. All restrictions on the use and disclosure of client information will also survive any termination of the Participation Agreement.

VIII. 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 HLA.
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 breaches of this agreement. Should such situations arise, the HLA may immediately suspend access to the 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.

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

AGENCY:

By: _____
[Authorized Agency Representative]

Title: _____

[Signature]

Date: _____

HLA:

EUMA

By: _____
[Name of HMIS Admin]

Title: HMIS Administrator

[Signature]

Date: _____

Homeless Management Information System

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 HMIS clients.
- Executed *Agency Authorizations for Release of Information* as needed.
- Certificates of Completion* for required training for all HMIS System Users.
- A fully executed *User Agreement* for all HMIS System Users.
- A current HMIS *Policy and Procedure Manual*.