

**Hampden County Continuum of Care
Homeless Management Information System (HMIS)**

Participation Agreement

Between

**The City of Springfield (HMIS Lead),
On behalf of the Hampden County Continuum of Care,**

and

Agency Name

This agreement is entered into on _____ between the City of Springfield’s Office of Housing, which is the HMIS Lead for the Hampden County Continuum of Care and is hereafter known as “Office of Housing”, and _____ (agency name), hereafter known as "Agency," regarding access, use and sharing of data with the Hampden County Continuum of Care Homeless Management Information System, hereafter known as "Hampden County HMIS."

Introduction

The Hampden County HMIS (ETO Software), a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the Hampden County Continuum of Care (“Hampden County CoC”) to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

Hampden County HMIS goals are to:

- Improve coordinated care for and services to homeless persons in the Hampden County CoC;
- 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), the Hampden County CoC, and the City of Springfield (as grant administrator for the Hampden County CoC and administrator of the Emergency Solutions Grant (ESG) program and Housing Opportunity for Persons with AIDS (HOPWA) program).

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the Hampden County HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless.

City of Springfield Responsibilities to Hampden County HMIS ETO Software users

1. Will provide the Agency 24-hour access to the ETO Software Hampden County HMIS database system, via an internet connection supplied by the Agency.
2. Will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted in local implementation of Hampden County HMIS functions.
3. Will provide both initial training and periodic updates to that training for core Agency staff regarding the use of the ETO Software system, with the expectation that the Agency will take responsibility for conveying this information to all Agency staff using the system.
4. Will provide basic user support and technical assistance (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 8:15 AM to 4:30 PM on Monday through Friday (with the exclusion of holidays).
5. Will not publish reports on client data that identify specific agencies or persons (other than Agency Annual Performance Report data on agencies funded by the CoC or the City of Springfield), without prior Agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the Hampden County HMIS database.
6. Publication practice will be governed by policies established by relevant committees operating at the Hampden County HMIS level for CoC-wide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

[Add section? Responsibilities of Hampden County HMIS Software Users]

Responsibilities of non-Hampden County HMIS ETO Software Agencies (ASIST, agency specific ETO Software, etc.)

1. The Agency will share with the Hampden County HMIS client data on all homeless programs run by the Agency operating in Hampden County.
2. If the Agency utilizes the MA Department of Housing and Community Development ASIST system, the Agency will sign the required Authorization for Release of Information to the City of Springfield/Hampden County CoC. [This should be the Sync Agreement—check and insert correct name.]
3. If the Agency utilizes a different third-party software system as the HMIS, the Agency will share the client information in the required *Hampden County HMIS CSV File Format* and transmit the data via a secured web portal by the 15th day of each month with data from the previous month.
4. If the Agency is not utilizing the Hampden County HMIS ETO Software data transfer may be done by a secure FTP upload. This must be discussed with the Hampden County HMIS System Administrators and Director of Office of Housing. [no provider does this—do we need to include?]

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. In general terms, the Federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients. [Question: does identifying someone in the system as having drug/alcohol problem (as required by HUD) flag this and require specific release? Providers need guidance to comply, and are concerned that clients will not provide consent. Gerry will research.]
3. The Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
4. The Agency will abide specifically by Commonwealth of Massachusetts general laws Chapter 66A. In general this law provides guidance for release of client level information including who has access to client records, for what purpose and audit trail specifications for maintaining a complete and accurate record of every access to and every use of any personal data by persons or organizations.
5. The Agency will comply with all policies and procedures established by Hampden County HMIS pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of Hampden County HMIS' *Data Privacy Notice* (or an acceptable Agency-specific alternative) to each consumer. The Agency will obtain each consumers consent to collect data on the *Client Consent of Data Collection* (or an acceptable Agency-specific alternative) form. If consent is not given then the Agency will enter consumer information as "anonymous". The Agency will provide a verbal explanation of the Hampden County HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the *Data Privacy Notice* or *Client Consent of Data Collection* form. Gerry will check exactly what is required by HUD, and will amend language and create template forms that comply with HUD requirements.]
2. The Agency will not solicit or enter information from clients into the Hampden County HMIS database unless it is essential to provide services or conduct evaluation or research.
3. The Agency will not divulge any confidential information received from the Hampden County HMIS to any organization or individual without proper written consent by the client on the *Client Release of Information Consent Form* (or an

acceptable Agency-specific alternative) unless otherwise permitted by applicable regulations or laws. [Gerry to check and confirm compliance with HUD regs.]

4. The Agency will ensure that all persons who are issued a User Identification and Password to the Hampden County 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.
6. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

C. Inter-Agency Data Sharing Agreements

1. The Agency acknowledges that all forms provided by Hampden County HMIS regarding client privacy and confidentiality are shared with the Agency as generally applicable models that may require specific modification in accord with Agency-specific rules. The Agency will review and revise (as necessary) all forms provided by Hampden County HMIS to assure that they are in compliance with the laws, rules and regulations that govern its organization.
2. Agencies wishing to share information electronically through the ETO Software System are required to provide, in writing, an agreement that has been signed between the Executive Directors of participating Agencies.
3. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agencies in the system with which an agreement has been signed and provided to the Hampden County HMIS System Administrator. The Agency will document client consent on the Hampden County HMIS *Client Release of Information Consent Form* (or an acceptable Agency-specific alternative).
4. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the Hampden County HMIS.
5. The Agency agrees to place all *Client Release of Information Consent* (or an acceptable Agency-specific alternative) forms related to the Hampden County HMIS in a file to be located at the Agency's business address and that such forms will be made available to the Hampden County HMIS for periodic audits. The Agency will retain these Hampden County HMIS-related *Release of Information Consent* forms for a period of 7 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
6. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

D. Custody of Data

1. The Agency acknowledges, and the Office of Housing agrees, that the Agency retains ownership over all information it enters into the Hampden County HMIS.
2. In the event that the Hampden County HMIS project ceases to exist, member 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.

Data Entry and Regular Use of Hampden County HMIS

1. The Agency will not permit User ID's and Passwords to be shared among users.
2. If a client has previously given the Agency permission to share information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission on the *Client Revocation of Consent of Release of Information* (or an acceptable Agency-specific alternative) form with regard to one or more of these agencies, the Agency will contact its partner agency/agencies and explain that, at the client's request, portions of that client record will no longer be shared. The Agency will then "lock" those portions of the record, impacted by the revocation, to the other agency or agencies.
3. If the Agency receives information that necessitates a client's information be entirely removed from the Hampden County HMIS, the Agency will work with the client to complete a brief *Delete Request Form*, which will be sent to the Hampden County HMIS System Administrator for de-activation of the client record.
4. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) or Emergency Solutions Grant (ESG) Program. These data elements may be found in the Federal Register/ July 30, 2004 / p. 45888 et. seq. (or on the provided Hampden County HMIS *Client Intake Form*.) **[Does this need to be updated?]**
5. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time, data entry.
6. The Agency will routinely review records it has entered in the Hampden County HMIS for completeness and data accuracy. The review and data correction process will be made according to Hampden County HMIS' published *Policies and Procedures*.
7. The Agency will not knowingly enter inaccurate information into Hampden County HMIS.
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.
9. The Agency will utilize the Hampden County HMIS for business purposes only.
10. The Agency will keep updated virus protection software on Agency computers that access the Hampden County HMIS.
11. Transmission of material in violation of any United States Federal or State regulations is prohibited.
12. The Agency will not use the Hampden County HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
13. The Agency agrees that the Hampden County HMIS or the local Continuum of Care may convene local or regional User Meetings 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 User Meetings.
14. Notwithstanding any other provision of this *Participation Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of Hampden County HMIS that the Hampden County CoC publishes from time to time.

Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the Hampden County 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 Hampden County HMIS level for CoC-wide analysis and at the CoC level for community-level analysis. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the Hampden County HMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the Hampden County 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.

Hold Harmless

1. The Hampden County HMIS/CoC makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold Hampden County HMIS/Office of Housing harmless from any damages, liabilities, claims, and expenses that may be claimed against the Hampden County HMIS/City of Springfield; or for injuries or damages to the Agency or another party arising from participation in the Hampden County 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 Hampden County HMIS/Office of Housing harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Social Solutions, Inc. or other third party system, 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. Hampden County HMIS/City of Springfield 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 Hampden County HMIS/Office of Housing. Hampden County HMIS and Office of Housing agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of Hampden County HMIS or Office of Housing.
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 Hampden County 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.

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 Office of Housing.
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 Hampden County HMIS may immediately suspend access to the Hampden County 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:

(Signature of authorized personnel)

(Print Name)

Title:

Date:

CITY OF SPRINGFIELD OFFICE OF HOUSING:

By:

(Signature of authorized personnel)

(Print Name)

Title:

Date:

DRAFT

Hampden County Continuum of Care Homeless Management Information System

ASSURANCE

[A number of these forms need to be created.]

_____ (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 Hampden County HMIS clients or the provided Hampden County HMIS Data Privacy Notice.
- Executed Hampden County HMIS *Client Consent of Data Collection* (or an acceptable Agency-specific alternative) forms.
- Executed Hampden County HMIS *Client Release of Information Consent* (or an acceptable Agency-specific alternative) forms.
- Executed Agency *Authorizations for Release of Information* as needed.
- Certificates of Completion* for required training for all HMIS System Users.
- A fully executed *Provider User Agreement* for all HMIS System Users.
- A copy of any Hampden County HMIS *Qualified Service Organization Business Associate Agreement* -- or Coordinated Services Agreements -- that define sharing agreements between partnering agencies, when applicable.
- A current Agency-Specific Hampden County HMIS *Policy and Procedure Manual*.

By: _____

Title: _____

Signature: _____

Date: _____