### Agency Participation Agreement

This agreement is entered into on \_/ \_/ (mm/dd/yyyy) between the Homeless Alliance of Western New York (Homeless Management Information System (HMIS) Lead Agency), hereafter known as “HAWNY,” and , hereafter known as the “Agency,” regarding access and use of the Buffalo Area Services Network Homeless Management Information System, hereafter known as "BAS-Net."

1. **Introduction**

This document provides the framework for participant agencies of the Buffalo Area Services Network (BAS-Net) Homeless Management Information Systems (HMIS).

The fundamental goal of BAS-Net is to improve care coordination for homeless persons in Buffalo and Erie County. This will be possible through providing 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 for service providers. This data will then be used to complete reporting requirements as established by the U.S. Department of Housing and Urban Development and other funders as needed.

In compliance with all federal, state and local requirements regarding client/consumer confidentiality and data security, BAS-Net is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk of becoming homeless.

BAS-Net utilizes the ServicePoint Client Information Management System developed by Bowman Systems. ServicePoint is a client information system that provides a standardized assessment of consumer need, creates individualized service plans, and records the use of housing and services. Communities can use this information to better understand the use of services, identify gaps in the local service continuum, and develop outcome measurements.

* HAWNY is the lead agency for BAS-Net and employs the System Administrator and other HMIS staff.
* References in this Agreement to “Partner Agency” describe any other agency(ies) who share data and sign Inter-Agency Sharing Agreements. “Client” is a consumer of services.
* Signatures of Executive Directors from HAWNY and the Agency indicate agreement with the terms set forth in this document. An Agency ServicePoint account cannot be established until HAWNY receives signed copy of this document.

1. **Governing Principles**

Described below are the overall governing principles upon which all decisions pertaining to BAS-Net are based. The Agency is expected to read, understand and adhere to these principles.

* 1. **Protection of Client Privacy**
* The Agency that is considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HIPAA regulations.
* The Agency that is not considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HMIS Privacy Policy and Procedures.
* The Agency will comply with all applicable federal and state laws regarding protection of client privacy.
* The Agency will comply with all policies and procedures established by HAWNY pertaining to protection of client privacy.
  1. **Confidentiality**

The rights and privileges of Clients are crucial to the success of BAS-Net. These policies will ensure Clients’ privacy without affecting delivery of services, which is the primary focus of the Agency.

* The Agency agrees to post a Consumer Notice where Client intake is completed to inform clients of their intent to collect and enter data into the BAS-Net HMIS. Copies of this notice will be available to Clients upon request.
* The Agency will provide copies of the Privacy Protection Notice, detailing all privacy protections in place within the BAS-Net system, to any Client upon request.
* The Agency will not share any confidential information received from BAS-Net to any organization or individual without signed written consent from the Client, unless otherwise permitted by applicable regulations or laws.
* The Agency will ensure that all persons who are issued a User Identification and Password to the BAS-Net abide by this agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
* The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by HAWNY on privacy and confidentiality policies and BAS-Net. Agency employees must demonstrate mastery of that information prior to activation of their User License. The Agency will notify the System Administrator at HAWNY when a staff member with a User ID and Password leaves the Agency within two (2) business days of the staff member’s last day.
* The Agency agrees that those granted Agency Administrator system access must first complete BAS-Net Agency Administrator training provided by HAWNY and adhere to the Agency Administrator user guidelines.
* 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.
  1. **Custody of Data**

Client data is the most valuable and sensitive component of BAS-Net. These policies will ensure integrity and protect Client data from accidental or intentional unauthorized modification or disclosure.

* The Agency understands that Client data will be encrypted at the server level using encryption technology.
* The Agency understands the file server, which contains all Client information, including encrypted identifying Client information, will be located at Bowman Systems, Inc. offices at 333 Travis Street, Suite 300, Shreveport, LA 71101.
* The Agency acknowledges, and HAWNY agrees, that the Agency retains ownership over all information it enters into BAS-Net.
* If this Agreement is terminated, HAWNY shall maintain their right to the use of all Client data previously entered by the terminating Agency; this use is subject to any restrictions requested by the Client.
* In the event that the BAS-Net 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 by Bowman Systems.
* In the event that HAWNY ceases to exist, the custodianship of the data within BAS-Net will be transferred by HAWNY to another organization that has been designated the HMIS lead agency for continuing administration. All BAS-Net Agencies will be informed in a timely manner.

1. **Roles and Responsibilities**
   1. **HAWNY**

* HAWNY will provide the Agency 24-hour access to BAS-Net data-gathering system, via internet connection.
* HAWNY will provide up to three (3) ServicePoint User licenses and one (1) Advanced Report Tool (ART) viewer license to each BAS-Net Agency based on the size of the client population at no cost. An Agency may purchase additional user and/or Advanced Report Tool licenses under separate contract.
* HAWNY will provide template for a Client Release of Information Authorization (ROI) form. (can be found on <http://wnyhomeless.org/BAS_Net/> )
* HAWNY will provide initial training and provide a written training manual to BAS-Net Users. HAWNY will provide refresher training as requested or required by HAWNY.
* HAWNY will provide basic user support and technical assistance (i.e., general trouble- shooting and assistance with report generation) in accordance with standard operating procedures.
* BAS-Net data used in reports released to the public will be limited to presentation of aggregated, or summary, data. Personal identifying information will never be published.
* HAWNY’s publication practice will be governed by policies established by its Board and HMIS Advisory Committee.
* HAWNY will monitor frequency and quality of data entry.
* HAWNY will notify the Agency Administrator and/or Executive Director if it becomes aware of any violation of BAS-Net policies or procedures on the part of BAS-Net Users at this organization. If the violation is a security incident, the System Administrator will also present the incident to the HMIS Advisory Committee.
  1. **Agency**
* The Agency Administrator will be the main contact for the Agency in matters regarding BAS-Net. The Agency Administrator will be the first contact for user staff for issues concerning BAS-Net before the System Administrator is contacted.
* The Agency Administrator will inform HAWNY within two (2) business days if a staff user leaves the Agency. Agency will notify HAWNY when new users need to be trained and assigned license.
* BAS-Net Users will accurately enter data in a timely fashion; within 72 hours of entry or exit into the program whenever possible.
* The Agency Administrator will monitor BAS-Net data quality and be responsible to ensure that data is corrected based on monthly HAWNY data quality reports.
* The Agency Administrator (or designated Agency BAS-Net User) will be required to attend quarterly BAS-Net User meetings and inform any other Agency Users of the information discussed.
* Agency will not purposefully enter inaccurate information or over-ride accurate information entered by its own Agency or another Agency.
* The Agency shall not use BAS-Net with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

1. **Standard Operating Procedures**
   1. **BAS-Net Participation**

* The Agency participating in BAS-Net shall commit to abide by the governing principles of BAS- Net and adhere to the terms and conditions of this partnership in the Agency Participation Agreement.
* The Agency shall confirm their participation in BAS-Net by submitting a signed  
  BAS-Net Agency Participation Agreement to the BAS-Net System Administrator.
* The Agency shall inform the BAS-Net System Administrator in writing of their intention to terminate the BAS-Net Agency Participation Agreement. The System Administrator will revoke access of the Agency staff to BAS- Net and will keep all termination records on file with the associated BAS-Net Agency Participation Agreement.
* If the System Administrator determines that the Agency is in violation of the terms of the BAS-Net Agency Participation Agreement, the Agency, HAWNY and possibly the HMIS Advisory Committee will work to resolve the conflict. If unable to resolve conflict(s) and it results in termination the Agency will be notified in writing of the intention to revoke their participation in BAS-Net.
  1. **User Authorization & Passwords**
* BAS-Net Users including the Agency Administrator must have a specific function and purpose for using and entering data into BAS-Net.
* The Agency staff participating in BAS-Net shall commit to abide by the governing principles of BAS-Net and adhere to the terms and conditions of the Agency Partnership Agreement.
* The Agency Administrator must only request user access to BAS-Net for those staff members that require access for business purposes only. **All users must have their own user ID and password and should never be allowed to use a user ID that is not assigned to them.** Licenses will only be assigned once staff member has completed all required BAS-Net training.
* The Agency will not share assigned User IDs and Passwords to access BAS-Net with any other organization, government entity, business, or individual.
* 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/or sexual orientation.
* The System Administrator will confirm that the Agency provides HMIS workstation(s) that:
  + - Has and uses a hardware or software firewall.
    - Has and uses updated virus protection software
    - Has and uses screens that “go to sleep” after 5 minutes of inactivity and require a password to re-activate
    - Has screens positioned so that data is not visible to others; (ie . – other staff, clients, etc. who are in the immediate area)
    - Do not have user names and/or passwords posted in visible and/or accessible locations
* The Agency will ensure that at least one (1) email account for the Agency is established as the means of communication and data sharing between HAWNY and the Agency.
* When the Agency Administrator identifies a staff member that requires access to BAS- Net HAWNY will provide the training and qualify the BAS-Net User. The User Agreement will be provided to the prospective user to read, sign and return to the System Administrator. A new user ID and temporary password will then be created and issued.
* If a staff user forgets his or her password or has reason to believe that someone else has gained access to their password, they must immediately notify their Agency or System Administrator. The Agency or System Administrator has the ability to reset the user’s Password and notify the user of the new temporary Password.
  1. **Data Entry**

Client data will be gathered according to the policies, procedures and confidentiality rules of each individual program. The Agency will only enter into BAS-Net individuals that exist as Clients under the Agency/Program’s jurisdiction.

* The Agency shall use Client information in BAS-Net, as entered by the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
* The Agency will only enter Client into BAS-Net with the Client’s authorization. Clients may refuse to have data entered, at which point the Agency has two options: to create an unnamed client (following the training manual) or leave the client out of the system. Clients may not be denied services based on their refusal to have their information entered into BAS-Net.
* The Agency will accurately enter data in a timely manner, within 72 hours of entry or exit into the program or as needed when there is a significant change in information. The Agency shall not misrepresent its Client base in the BAS-Net system by entering known inaccurate information. Client records should be updated in BAS-Net at the minimum of once per year.
* The Agency will enter all client and program level data elements defined by HAWNY and/or required by the U.S. Department of Housing and Urban Development.
* The Agency will routinely review records it has entered into BAS-Net for completeness and data accuracy.
* The Agency is responsible for the accuracy, integrity, and security of all data input by said Agency.
* The Agency understands that good data quality of Client specific data is essential to the meaningful analysis and accurate reporting of Continuum of Care data.
* HUD funded programs are required to use HMIS to remain in compliance with their HUD grant. Failure to participate in HMIS could result in HUD funding being reduced or eliminated.
  1. **Release and Disclosure of Client Data**

Client data may be shared with partnering agencies only with client approval

* All routine data sharing practices with partnering agencies will be documented and governed by an Inter-Agency Data Sharing Agreement that defines the agency-determined sharing practice.
* Agency defaults within the HMIS system will be set to “closed” with the exception of first name, last name, last 4 digit of Social Security Number and year of birth. Data elements will be set to “Open” as guided by the Inter-Agency Data Sharing Agreement and any additional sharing agreements negotiated between agencies.
* A completed HMIS Client Release of Information (ROI) Form is needed before information may be shared electronically.
  + - The HMIS release is customized to inform the client about what is shared and with whom it is shared. The customization reflects the data elements agreed to be shared in the Inter-Agency Data Sharing Agreement.
    - The client accepts or rejects the sharing plan.
    - If the client rejects the sharing plan, agency staff is responsible to close the record.
* Clients will be informed about the benefits, risks, and available alternatives to sharing their information prior to signing an ROI, and their decision to sign or not sign shall be voluntary.
* Clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.
* All Client Authorization for ROI forms related to the HMIS will be placed in a file to be located on premises and will be made available to HAWNY for periodic audits.
* HMIS-related ROI forms will be retained for a period of 7 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
* No confidential/restricted information received from the HMIS will be shared with any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.
* Restricted information, including progress notes and psychotherapy notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not be shared with other participating Agencies without the client’s written, informed consent as documented on the Agency-modified Authorization for Release of Confidential Form.
  + - Sharing of restricted information is not covered under the general HMIS Client ROI.
    - If a field that normally contains non-confidential information discloses confidential information.
      * The staff completes an Authorization to release Confidential Information.
      * If the client refuses to authorize the release, the staff closes the Assessment/Screen by clicking the lock on the screen and removing any exceptions.
* If a client has previously given permission to share information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission with regard to one or more of these agencies, the effected agency/ agencies will be contacted accordingly, and those portions of the record, impacted by the revocation, to will be locked from future sharing.
* All client ROI forms will include an expiration date. ROI expiration date should be determined by the expected length of time the client will be enrolled in the program. If the client remains active in the program past the expiration date, the agency may not enter any additional information into HMIS until after a new ROI has been executed.
  1. **Publication of Reports**
* The Agency agrees that it may only release aggregated or summary information generated by BAS-Net that is specific to its own client data. The Agency may make aggregated data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. Aggregate data that does not contain any Client personal identifying information, including but not limited to, Name, Social Security Number and Address, may be shared with internal and external agents. This policy should be made clear to Clients as part of the Informed Consent procedure.
* The Agency shall retain access to identifying and statistical data on the Clients it services.
* HAWNY will use only unidentified, aggregate BAS-Net 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 a program, and to obtain a view of program utilization.
  1. **Server Availability**

The System Administrator will strive to maintain continuous availability by design and by practice.

* Necessary and planned downtime will be scheduled when it will have least impact, for the shortest possible amount of time, and will only come after timely communication to all participants.
* If a user discovers server is down, the user will report immediately to their Agency Administrator. The System Administrator will notify users by email if they become aware server is down (unplanned).
* All other procedures for maximizing server availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the System Administrator and Bowman Systems.
  1. **Compliance**

Compliance with these Policies and Procedures is mandatory for participation in BAS-Net.

* The Agency shall follow, comply with and enforce the User Agreement & Code of Ethics form (See: BAS-Net Standard Operating Procedures Manual). BAS-Net documents may be modified by HAWNY as needed. Changes will be communicated to BAS-Net Users.
* ServicePoint is HIPPA compliant. All changes to Client data are recorded in the system and can be audited if there is suspected misuse of the system.
* The Agency is responsible for ensuring they meet the Privacy and Security requirements detailed in BAS-Net Standard Operating Procedures Manual.
* HAWNY will schedule periodic monitoring visits to ensure that BAS-Net policies and procedures are being followed.
  1. **Technical Support**

HAWNY will provide supports include problem reporting, requests for enhancements (features), or other general technical support.

Users shall submit support request to their Agency Administrator or the System Administrator. Users shall not, under any circumstances submit requests directly to the software vendor.

HAWNY will only provide support for issues specific to BAS-Net software and systems.

* 1. **BAS-Net Document Revisions**

HAWNY will coordinate the compilation and revisions of all BAS-Net documents. Proposed changes may originate from any BAS-Net user.

1. When proposed changes originate within the Agency, the Agency Administrator must review and then submit to the System Administrator. The System Administrator will maintain a list of proposed changes.

2. The list of proposed changes will be discussed by HAWNY and the HMIS Advisory Committee. Results of said discussion will be communicated, along with the amended Policies and Procedures. The revised Policies and Procedures will be identified within the document by the date of the discussion.

3. All BAS-Net documents and forms are available in pdf format on the HAWNY website, [www.wnyhomeless.org](http://www.wnyhomeless.org/).

1. **Hold Harmless**

HAWNY makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold HAWNY 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 BAS-Net; 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.

1. This Agency will hold HAWNY harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, miss-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.

2. HAWNY 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 negligence or misconduct of HAWNY.

3. HAWNY agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of HAWNY.

1. **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 HAWNY.

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, HAWNY may immediately suspend access to BAS-Net 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.

Dale Zuchlewski

***HAWNY Executive Director (Please Print)***

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***Signature of HAWNY Executive Director Date***

Homeless Alliance of Western New York

***AGENCY***

960 Main Street

**STREET ADDRESS**

Buffalo New York 14202

**CITY STATE ZIP CODE**

***Agency Executive Director or Designated Official (Please Print)***

***Signature Date***

***AGENCY***

**STREET ADDRESS**

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**CITY STATE ZIP CODE**