

MAINE HOMELESS MANAGEMENT INFORMATION SYSTEM

AGENCY PARTICIPATION SERVICEPOINT AGREEMENT

by and between
Maine State Housing Authority
and

Agency Name: _____

THIS MAINE HOMELESS MANAGEMENT INFORMATION SYSTEM AGENCY SERVICEPOINT PARTICIPATION AGREEMENT (the “Agreement”) is made by and between the Maine State Housing Authority, as the primary coordinating entity for the Maine Homeless Management Information System, and _____, a Maine nonprofit corporation located at _____ (“Agency”).

WHEREAS, Agency participates in the Maine Homeless Management Information System (“HMIS”), which is a collaborative effort among the Maine State Housing Authority (“MaineHousing”) and the Continuum of Care groups in Maine to provide for the collection of data concerning homeless persons in Maine and the use of that data to ensure that appropriate, non-duplicative services are provided to those persons; and

WHEREAS, in connection with the implementation of HMIS, MaineHousing has made available to Agency; ServicePoint, 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 and the Maine Minimum Data.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, MaineHousing and Agency hereby agree as follows:

I. Definitions

- A. “Agency” means the agency that is a party to this Agreement.
- B. “Client” means a consumer of services provided by or through Agency.
- C. “Participating Program” means a contributory program who records data elements regarding clients served and discloses these data elements through agreed upon means to the lead HMIS agency.

II. ServicePoint Use and Data Entry

A. Agency shall comply with the policies and procedures applicable to agencies participating in HMIS and using ServicePoint. Modifications to the HMIS policies and the user policies may be made By MaineHousing in consultation with participating agencies through the use of the HMIS User Group and as needed, without such consultation, for the purpose of the smooth and efficient operation of the ServicePoint system or as required by law.

1. All users of ServicePoint at or under the control of Agency are required to have had training by MaineHousing certified HMIS training staff before using the ServicePoint database.
2. Agency shall only enter individuals in the ServicePoint database that exist as Clients in Agency's jurisdiction. Agency shall not misrepresent its Client base in the ServicePoint database by knowingly entering inaccurate information.
3. Agency shall use Client information in the ServicePoint database, as provided to Agency or a Participating Program, to assist Agency in providing adequate and appropriate services to the Client. This Agreement does not require or imply that services provided to Clients are contingent upon a Client's participation in the ServicePoint database. Services should be provided to Clients regardless of ServicePoint participation if the Clients would otherwise be eligible for the services.
4. Agency shall enter information into the ServicePoint database in a consistent manner and will strive for real-time, or close to real-time data entry.

- B. Agency shall not alter information in the ServicePoint database entered by another Participating Program.
- C. Agency shall not cause the corruption of the ServicePoint database in any manner.
- D. Agency shall enforce all user policies to which its employees and agents are subject.
- E. If this Agreement is terminated, the HMIS System Administrator will provide Agency with a copy of its Client data. Copies will be in both digital and hardcopy form.
- F. Agency shall not include profanity or other offensive language in the ServicePoint database.
- G. Agency shall 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 or obscene, and material protected by trade secret.
- H. Agency shall not use the ServicePoint database for the purpose of defrauding federal, state or local governments, individuals or entities, or to conduct any illegal activity.

III. Training and Technical Assistance

- A. MaineHousing shall assure that HMIS training personnel provide the necessary training for Agency staff in the use of ServicePoint. HMIS training staff will provide training updates as necessary and reasonable due to staff changes and changes in technology.
- B. MaineHousing will assure that HMIS technical personnel install the necessary software for the ServicePoint system. HMIS technical personnel will be available for continuing technical support as related to the ServicePoint system, within budgetary constraints.
- C. MaineHousing will assure that HMIS technical personnel operate and maintain the network servers, software, data lines, and any other network or communication devices at the host site that are necessary for the proper functioning of the ServicePoint system. Agency shall provide and maintain its own high speed connection to the Internet.

IV. Confidentiality

- A. 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.
 - 1. Without limiting the generality of the foregoing, Agency shall specifically comply with federal confidentiality regulations contained in 42 C.F.R. 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 by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is not sufficient for the purpose of disclosing alcohol abuse and/or drug abuse records.
 - 2. Agency shall provide a verbal explanation of the ServicePoint database and the terms of consent to each Client 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.
 - 3. Agency understands that data entered into ServicePoint is stored in a HIPPA compliant data center. The file server, which will contain all Client information, including encrypted and identifying Client information, will be located at Bowman Internet System, Inc. offices at 400 Travis Street, Suite 1900, Shreveport, LA 71101. The Homeless Initiatives Database, which contains only aggregate, non-identifiable Client information, will be hosted at the MaineHousing, 353 Water Street, Augusta, ME 04333-4633.
 - 4. Agency shall utilize a ServicePoint Client Consent/Release of Information form for all Clients providing information for the ServicePoint database. The Client Consent/Release of Information form, once signed by the Client, authorizes Client data to be entered into the ServicePoint database. Agency shall record, in the ServicePoint database, all restrictions requested by the Client.

5. Agency shall not solicit or input information from Clients into the ServicePoint database unless it is essential to provide services to Clients, meet HUD standards and requirements or conduct authorized evaluation or research in connection with HMIS.
6. Agency shall ensure that all staff, volunteers, and other persons issued a user ID and password for ServicePoint receives information and training concerning the confidentiality of Client information and signs the User Policy in the form attached to this Agreement as Attachment A. A signed copy of the User Policy shall be forwarded to the HMIS System Administrator, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330 for the purposes of system administration.
7. Agency shall ensure compliance with ServicePoint user license agreements as well as user ID and password policies and procedures as set forth in the HMIS User Policy.

B. Agency understands that it is the owner of its own agency-specific Client data and shall not be denied access to that Client data. Agency acknowledges that it does not own Client data entered by other Participating Program(s), even if Agency has entered into a Memorandum of Agreement (“MOA”) with the other Participating Program(s). In accessing Client data of other Participating Program(s), Agency shall be bound by all restrictions placed upon the data by the Client of the other Participating Program(s).

C. Agency shall obtain the appropriate Client Release of Information signed by its Client before sharing any specific and identifiable Client information with other Participating Program(s). Agency shall not share any identifiable Client information with other Participating Program(s) unless Agency has executed a Coordinated Services Agreement with the other Participating Program(s) with which the information will be shared and the Coordinated Services Agreement conforms to the requirements of this Agreement and the HMIS Policies and Procedures Manual.

1. Agency shall keep signed copies of the Client Release of Information for a period of three years.
2. If a Client withdraws consent for release of information, Agency shall ensure that the Client’s information that has not already been released under the prior consent will be unavailable to any other Participating Program(s) from the date of withdrawal of consent forward.

V. HMIS Security

- A. MaineHousing shall retain a System Administrator and at least one backup System Administrator for the purposes of:
 - a. Overall system administration and maintenance
 - b. Validating, establishing, and granting security clearances to participating agencies.
 - c. Ensuring that security procedures are followed.
 - d. Troubleshooting and technical assistance to agencies.
 - e. Providing a single point of contact for agencies, HMIS contracted vendors, and the ServicePoint vendor.
- B. Agency acknowledges and understands that the HMIS System Administrator will have access to identifiable Client data. Agency understands that the HMIS backup System Administrator(s) will

have access to identifiable Client data in instances where the HMIS System Administrator is unavailable for an extended period of time.

- C. A copy of any executed Coordinated Services Agreement between Agency and any other Participating Program(s) as it pertains to the sharing of data and/or security through ServicePoint must be provided to the HMIS System Administrator, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330, for the purpose of maintaining proper system security. Each Coordinated Services Agreement must contain language addressing coordinated user, security, and data sharing policies that are consistent with the HMIS Manual and in accordance with the ServicePoint User License Agreement.
- D. Agency is obligated to ensure that within 24 hours of a change affecting Agency, the HMIS System Administrator has current and accurate data regarding the Agency Administrator and ServicePoint user information for Agency.
- E. Agency is obligated, once identified, to rectify any violations of this agreement or the ServicePoint User License Agreement.

VI. Access to Data

- A. Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data unless the sharing of identifiable Client data is allowable under an executed Coordinated Services Agreement that conforms with the terms of this Agreement.
- B. Where the Agency is an HPRP grantee, sub-grantee and/or service provider, the Agency agrees to share data with, and shall have access to data from other HPRP grantees, sub-grantees and service providers necessary to coordinate HPRP services including limited client identifying and service related data.
- C. Agency or MaineHousing may make aggregate data pertaining to services for homeless persons available to other entities for funding or planning purposes. However, such aggregate data shall not directly identify individual Clients and shall not include any of the items identified as HUD defined *Protected Personal Information*.
- D. If this Agreement is terminated; MaineHousing and each other Participating Program shall maintain their respective rights to the use of all Client data previously entered by Agency, subject to any restrictions requested by the Client.

VII. Other Terms and Conditions

- A. MaineHousing shall not be liable to Agency for any cessation, delay, or interruption of any HMIS services, nor for any malfunction of HMIS hardware, software, or equipment.
- B. This Agreement shall be in force until terminated in writing by either party. Without limiting the generality of the foregoing or the right of MaineHousing to terminate this Agreement for any reason, MaineHousing may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

IN WITNESS WHEREOF, MaineHousing and Agency have executed this Agreement by their respective duly authorized representatives.

MAINE STATE HOUSING AUTHORITY

By: _____ Date _____
Dale McCormick
Its Director

AGENCY:

[Insert agency name]

By: _____ Date _____

Printed Name: _____

Title or Capacity: _____