



**Fort Worth/Arlington/Tarrant County Continuum of Care TX 601
Homeless Management Information System**

**Participation Agreement
Between**

TCHC

and

(Agency Name)

This agreement is entered into on ____/____/____ (MM/DD/YYYY) between the Tarrant County Homeless Coalition, as lead agency for the Fort Worth/Arlington/Tarrant County Continuum of Care TX 601, hereafter known as "TCHC," and _____ (Agency name), hereafter known as "Agency," regarding access, use and sharing of data with the TCHC Continuum of Care Homeless Management Information System, hereafter known as the "TCHC CoC HMIS."

I. Introduction

The TCHC CoC HMIS (ETO Software), a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the Fort Worth/Arlington/Tarrant County Continuum of Care (CoC) to enter, track, and report on information concerning their own clients and to share information on common clients.

TCHC CoC HMIS goals are to:

- Improve coordinated care for and services to homeless persons in the 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) and the CoC.

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

II. TCHC Responsibilities to TCHC CoC HMIS ETO Software users:

1. Will provide the Agency 24-hour access to the TCHC CoC HMIS ETO database system, via internet connection at tchc.etosoftware.com.
2. Will provide Privacy Notices, Client Release forms and other agreements that may be adopted or adapted in local implementation of TCHC CoC HMIS functions.
3. Will provide both initial training and periodic updates to that training for core Agency Site Administrator 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 8:30 AM to 4:30 PM on Monday through Friday (with the exclusion of holidays). ETO software is supported with direct vendor provided desktop support from Social Solutions, Inc. at www.SocialSolutions.com.
5. Will not publish reports on client data that identify specific agencies or persons, without prior Agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the TCHC CoC HMIS ETO database.
6. Publication practice will be governed by policies established by relevant committees operating at the TCHC CoC HMIS level for continuum-wide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

III. Responsibilities of non-TCHC CoC HMIS ETO Software User Agencies

1. The Agency will share with the TCHC CoC HMIS client data on all homeless programs run by the Agency operating within the Fort Worth/Arlington/Tarrant County Continuum of Care.

2. If the Agency utilizes a different third-party software system as an HMIS, the Agency will share the client information in the required *HUD CSV file format* and transmit the data via ftp secured web portal by the 5th day of each month with data from the previous month.

IV. 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
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 new 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 comply with all policies and procedures established by TCHC pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of the TCHC CoC *Data Privacy Notice* 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 TCHC CoC 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 (DC).

2. The Agency will not solicit or enter information from clients into the TCHC CoC 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 TCHC CoC HMIS to any organization or individual without proper written consent by the client on the *Client Release of Information Consent Form (ROI)* unless otherwise permitted by applicable regulations or laws.
4. The Agency agrees to place all *Client Release of Information Consent* forms related to the TCHC CoC HMIS in a file to be located at the Agency's business address and that such forms will be made available to TCHC for periodic audits. The Agency will retain these TCHC CoC 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.
5. The Agency acknowledges that clients who choose not to consent to release of information cannot be denied services for which they would otherwise be eligible. The Agency will secure a completed *Client Revocation of Release of Information Consent Form (REV)* for these clients.
6. The Agency will ensure that all persons who are issued a User Identification and Password to the TCHC CoC HMIS System abide by this *Participation Agreement*, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
7. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by TCHC on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User ID.
8. 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. Agencies are encouraged to share the maximum amount of client data with other Participating Agencies electronically through the ETO Software System.
2. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agency(ies) in the TCHC CoC HMIS. The Agency will document client consent on the TCHC CoC HMIS ETO *Client Release of Information Consent Form (ROI)*.
3. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the TCHC CoC HMIS ETO system.
4. The Agency agrees to place all *Client Release of Information Consent* forms related to the TCHC CoC HMIS in a file to be located at the Agency's business address and that such forms

will be made available to TCHC for periodic audits. The Agency will retain these TCHC CoC 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.

5. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

C. Custody of Data

1. The Agency acknowledges, and TCHC agrees, that the Agency retains ownership over all information it enters into the TCHC CoC HMIS and the CoC retains ownership of the aggregation of all information in the database.
2. In the event that the TCHC CoC HMIS Project ceases to exist, Participating Agencies will be notified and provided reasonable time to access and save client data on those served by the Agency, as well as reporting, statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored.

V. Data Entry and Regular Use of TCHC CoC 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 collect information and then chooses to revoke that permission on the *Client Revocation of Consent of Release of Information* form (REV), the Agency will contact the TCHC CoC HMIS immediately to properly disable access to the client information.
3. If the Agency receives information that necessitates a client's information be entirely removed from the TCHC CoC HMIS, the Agency will work with the client to complete a brief *Delete Request Form*, which will be sent to the TCHC CoC HMIS System Administrator for deactivation 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) Supportive Housing Program, Shelter + Care Program, or Emergency Solutions Grant Program, or Homeless Prevention Rapid Rehousing. These data elements may be found in the Federal Register/ July 30, 2004 / p. 45888 et. seq. or on the TCHC CoC HMIS ETO *Client Consent of Data Collection* Form (DC).

5. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time data entry, but no later than within three business days after a service or effort is provided to the client. If a User account is inactive for more than six weeks, the User account may be subject to reassignment to another agency.
6. The Agency will routinely review records it has entered in the TCHC CoC HMIS for completeness and data accuracy. The review and data correction process will be made according to TCHC CoC HMIS ETO *Policies and Procedures*.
7. The Agency will not knowingly enter inaccurate information into the TCHC CoC 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 TCHC CoC HMIS for business purposes only.
10. The Agency will keep updated virus protection software on Agency computers that access the TCHC CoC HMIS. (e.g. McAfee, Norton)
11. Transmission of material in violation of any federal or state regulations is prohibited.
12. The Agency will not use the TCHC CoC 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 the TCHC may convene TCHC CoC HMIS 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, usually the Site Administrator of record, 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 the TCHC CoC HMIS that TCHC may publish from time to time.

VI. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the TCHC CoC HMIS specific to its own Agency's services.
2. The Agency acknowledges that the release of CoC-wide aggregated information will be governed through policies established by TCHC and the CoC HMIS Committee for analysis of information at the CoC-level or community-level. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

VII. Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the TCHC CoC HMIS with any other organization, governmental entity, business, or individual.

2. The Agency will not intentionally cause corruption of the TCHC CoC 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.

VII. Hold Harmless

1. The TCHC CoC HMIS System and TCHC makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the TCHC CoC HMIS System or TCHC harmless from any damages, liabilities, claims, and expenses that may be claimed against the TCHC CoC HMIS System and TCHC; or for injuries or damages to the Agency or another party arising from participation in the TCHC CoC 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 TCHC CoC HMIS System or TCHC harmless for loss or damage resulting in the loss of data due to delays, nondeliveries, 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. TCHC CoC HMIS System or TCHC 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 TCHC CoC HMIS System or TCHC. TCHC CoC HMIS System or TCHC agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of TCHC CoC HMIS System or TCHC.
2. Provisions of Section VII shall 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 TCHC.
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, TCHC may

immediately suspend access to the TCHC CoC 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 REPRESENTATIVE

By: _____

Title: _____

Signature: _____

Date: _____

TCHC CoC HMIS REPRESENTATIVE

By: Cindy J. Crain

Title: Executive Director

Signature: _____

Date: _____

Attachment A

HMIS Data Elements

Universal Data Elements

1. Name
2. Social Security Number
3. Date of Birth
4. Ethnicity
5. Race
6. Gender
7. Veteran Status
8. Disabling Condition
9. Residence Prior to Program Entry
10. Zip Code of Last Permanent Address
11. Housing Status
12. Program Entry Date
13. Program Exit Date
14. Unique Person Identification Number
15. Program Identification Number
16. Household Identification Number

Program-Specific Data Elements

1. Income and Sources
2. Non-Cash Benefits
3. Physical Disability
4. Development Disability
5. HIV/AIDS
6. Mental Health
7. Substance Abuse
8. Chronic Health Condition
9. Domestic Violence
10. Services Received
11. Destination
12. Reasons for Leaving
13. Date of Contact
14. Date of Engagement
15. Financial Assistance Provided
16. Housing Relocation and Stabilization Services Provided
17. Employment

18. Education
19. General Health Status
20. Pregnancy Status
21. Veterans Information
22. Children's Education