NW Social Service Connections
Participation Agreement

This Agreement is entered into on _____ (mm/dd/YYYY) between NW Social Service Connections CMIS/HMIS and **_____ (Organization Name).**

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple key stakeholder[1] implementation of Management Information System (CMIS/HMIS) used to record and share information among service-providers on services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Systems) is an information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the City of Portland, Portland Housing Bureau (PHB) in partnership with key stakeholder[1] organizations with PHB Intergovernmental Agreements. The NWSSC System Administrators are ServicePoint dedicated program staff from PHB, additionally each of the key stakeholder[1] organizations may have identified staff functioning as local ServicePoint System Administrators.

Any documentation, agreements, policies and forms created for use with NW Social Service Connections CMIS/HMIS must incorporate all NW Social Service Connections CMIS/HMIS policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint; "Client" is a consumer of services.

This agreement is between NWSSC for and on behalf of the key stakeholders[1] and _____ (Participant). Additional organizations may join this agreement in accordance with the NW Social Service Connections CMIS/HMIS Policies and Procedures.

1. Operating Policies: Each Participant agrees to follow and comply with all HMIS Data Standards and NWSSC Policies and Procedures, of which may be modified by NWSSC CMIS/HMIS System Administrators.

2. Technical Support: Bowman Systems is providing hosting services for NW Social Service Connections and Service Point. Bowman provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Bowman will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, PHB and NWSSC System Administrators will revoke user licenses, and the Participant shall promptly return any documentation to the System Administrators. Bowman Systems shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

[1] Contact NWSSC System Administrator for the list of key stakeholders

3. Computers: Security for data maintained in NW Social Service Connections CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to CMIS/HMIS.
   - http://www.hmis.info/ClassicAsp/documents/HUD%20Data%20and%20Technical%20Standards.pdf
   - http://www.hmis.info/ClassicAsp/documents/Final%20HMIS%20Data%20Standards-Revised%20_3.pdf

   PHB and Community Stakeholders may add additional standards and will provide notice(s) to Participants.

4. Training: The Organization is responsible for training related to basic computer skills as wells as confidentiality and ethics training. The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.

5. Data: The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all Release of Information forms, including NWSSC CMIS/HMIS Client Consent/Release of Information Forms. A Client may not be denied access to their own records.

   A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the System Administrators with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

   If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

6. Confidentiality of Information: Each Participant understands that participation in the NWSSC CMIS/HMIS system will make confidential information in the Client Profile available to other Participants as outlined in the NWSSC CMIS/HMIS Policies and Procedures. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection, for their ServicePoint users.

   If a Client withdraws consent for sharing of information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level

and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and lead organization System Administrators of the withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by CMIS/HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the CMIS/HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning and research activities.

All data will be archived from ServicePoint no later than seven years after being entered or after last being modified.

7. Transferability: No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.

8. Mutuality: This agreement applies to, amongst and between each individual Participant, PHB and the key stakeholders.

9. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parities only and this agreement creates no rights in any third party.

   Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from that party's negligent, or intentional acts or omissions under this agreement.

10. Limitation of Liability: PHB and Key Stakeholders[1] shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, PHB, Key Stakeholders[1], and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

11. Disclaimer of Warranties: The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

12. Term and Termination: This Agreement shall remain in-force until revoked in writing by either party with 30 days advance written notice. This agreement will be superceded by any additional or alternative agreements presented by PHB and Key Stakeholders[1].

13. Amendments and Waivers: This agreement cannot be altered or modified except in writing signed by the Participant, the System Administrators, PHB and Key Stakeholders[1]. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, PHB and Key Stakeholders[1]. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.

14. Notices: All notices, between Participant and System Administrators, under this agreement must be in writing.

15. Scope of Agreement: This agreement, together with attachments and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.

16. Applicable Law: This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Multnomah County, OR.

17. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

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ASSURANCE

_____ (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The Organization's official Privacy Notice for NWSSC clients.
- Executed Client Release of Information forms.
- Executed Organization Authorizations for Release of Information as needed.
- Certificates of Completion for required training for all NWSSC System Users.
- A fully executed User Agreement for all NWSSC System Users.
- A current copy of the NWSSC Policy and Procedures.

_____
Signature

_____
Printed Name

_____
Date (mm/dd/YYYY)

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EXTENT OF AGREEMENT

This document represents the entire agreement between the parties and supercedes all prior representations, negotiations or agreements, whether written or oral.

	PARTICIPANT
City of Portland, Portland Housing Bureau	_____
1900 SW 4th Avenue, Suite 7007	_____
Portland, Oregon 97201	_____
_____	_____
Signature	Signature
Helmi Hisserich	_____
Printed Name	Printed Name
Director	_____
Title	Title
_____	_____
Date (mm/dd/YYYY)	Date (mm/dd/YYYY)