

Michigan Statewide Homeless Management Information System

Participation Agreement Between Michigan Coalition Against Homelessness and

This agreement is entered into on _____ (dd/mm/yy) between the Michigan Coalition Against Homelessness, hereafter known as "MCAH," and _____ (agency name), hereafter known as "Agency," regarding access and use of the Michigan Statewide Homeless Management Information System, hereafter known as "MSHMIS."

I. Introduction

The MSHMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the State of Michigan to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

MSHMIS' goals are to:

- Improve coordinated care for and services to homeless persons in the State of Michigan,
- 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), Michigan State Housing Development Authority (MSHDA) and other funders as needed.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the MSHMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless. The Michigan Coalition Against Homelessness (MCAH) administers the MSHMIS through a subcontract with the Michigan State Housing Development Authority (MSHDA).

II. MCAH Responsibilities

1. MCAH will provide the Agency 24-hour access to the MSHMIS data-gathering system, via internet connection.
2. MCAH will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted in local implementation of MSHMIS functions.
3. MCAH will provide both initial training and periodic updates to that training for core Agency Staff regarding the use of the MSHMIS, with the expectation that the Agency will take responsibility for conveying this information to all Agency Staff using the system.
4. MCAH 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 9:00 AM. to 5:00 PM. on Monday through Friday (with the exclusion of holidays). MSHMIS staff will also be accessible during non-standard operating hours in accord with procedures that will be published and periodically updated by MCAH.

5. MCAH 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 MSHMIS database.
6. MCAH's publication practice will be governed by policies established by relevant committees operating at the MSHMIS level for statewide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

III. 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.
3. The Agency will comply specifically with the *Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164*, and corresponding regulations established by the U.S. Department of Health and Human Services.
4. The Agency will comply with all privacy rules specified in *Michigan Mental Health Code /Public Act 258, State of Michigan Confidentiality Statutes, Administrative Rules for Michigan Substance Abuse Programs/Public Act 368, Victim-Counselor Privilege MCL 600.2157(a), Michigan Public Health Code /Title 14 of MCL 14.15(1101) regarding HIV /AIDS, State of Michigan Child Protections Law/Public Act 238 Sections 722.621 through 722.636, and State of Michigan Vulnerable Adults Protection Law 405MCL 400.11a(1)*.
5. The Agency will comply with all policies and procedures established by MSHMIS pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of MSHMIS' *Privacy Notice* (or an acceptable Agency-specific alternative) to each consumer. The Agency will provide a verbal explanation of the MSHMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the *Privacy Notice* or associated Consent Form(s).
2. The Agency will not solicit or enter information from clients into the MSHMIS 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 MSHMIS to any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.
4. The Agency will ensure that all persons who are issued a User Identification and Password to the MSHMIS 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 agrees that those granted Agency Administrator systems access must first become a Certified MSHMIS Agency Administrator through training provided by Bowman Internet Systems, MCAH or MCAH-designated trainers.
7. 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 Sharing of Information

1. The Agency acknowledges that all forms provided by MSHMIS 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 MSHMIS to assure that they are in compliance with the laws, rules and regulations that govern its organization.
2. The Agency agrees to develop a plan for all routine sharing practices with partnering Agencies and document that plan through a fully executed *Qualified Service Organization Business Associate Agreement*, hereafter known as *QSOBA(s)*.
3. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other **Agency's in the System**. The Agency will document client consent on the MSHMIS *Client Release of Information Form*.¹
4. If the client has given approval through a completed MSHMIS *Client Release of Information Form*, the Agency may elect to share information according to *QSOBA(s)* that the Agency has negotiated with other partnering agencies in MSHMIS.
5. The Agency will incorporate a MSHMIS release clause into its existing *Agency Authorization for Release of Information Form(s)* if the Agency intends to share restricted client data within the MSHMIS. 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 Form*. Sharing of restricted information is not covered under the general MSHMIS *Client Release of Information*. Sharing of restricted information must also be planned and documented through a fully executed *QSOBA*.
6. Agencies with whom information is shared are each responsible for obtaining appropriate consent(s) before allowing further sharing of client records.
7. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the MSHMIS.
8. The Agency agrees to place all *Client Authorization for Release of Information* forms related to the MSHMIS in a file to be located at the Agency's business address and that such forms will be made available to the MCAH for periodic audits. The Agency will retain these MSHMIS-related *Authorization for Release of Information* 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.
9. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

¹ MSHMIS *Client Release of Information Form* provided by the MCAH.

D. Custody of Data

1. The Agency acknowledges, and MCAH agrees, that the Agency retains ownership over all information it enters into the MSHMIS.
2. In the event that the MSHMIS 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.
3. In the event that MCAH ceases to exist, the custodianship of the data within MSHMIS will be transferred by MSHDA to another organization for continuing administration, and all MSHMIS Member Agencies will be informed in a timely manner.

IV. Data Entry and Regular Use of MSHMIS

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 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 MSHMIS, the Agency will work with the client to complete a brief *Delete Request Form*,² which will be sent to the MSHMIS 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) Supportive Housing Program, Shelter + Care Program, or MSHDA/HUD Emergency Shelter Grant Program..
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 not knowingly enter inaccurate information into MSHMIS.
7. The Agency acknowledges that once that *Client Release of Information* expires, any new information entered into the database will be closed to sharing. Information entered before the date of the expired release will continue to be available to the sharing partners.
8. The Agency acknowledges that a modified agency *Authorization to Release Information* form, with a MSHMIS clause, permits it to share restricted client information with select agencies in compliance with the Agency's approved Confidentiality Policies and Procedures.
9. 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.
10. The Agency will utilize the MSHMIS for business purposes only.
11. The Agency will keep updated virus protection software on Agency computers that access the MSHMIS.
12. Transmission of material in violation of any United States Federal or State regulations is prohibited.
13. The Agency will not use the MSHMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

² MSHMIS *Client Delete Request Form* provided by MCAH.

14. The Agency agrees that the MSHMIS or the local Continuum of Care Planning Committee 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.
15. The Agency agrees to review at least quarterly its usage of the HMIS and report to the local System Administrator, and, in the case of Balance of State Continuums of Care, the MSHMIS Help Line at 517-485-6536, any concerns with data quality (data is accurate), data completeness (all the clients are entered and data is complete on the required forms), reporting (reports reflect accurately the data entered), system performance (speed), security and/or privacy.
16. The Agency will incorporate procedures for responding to client concerns regarding use of MSHMIS into its existing Grievance Policy. While appeals to the MSHMIS should not be considered part of the formal process, a copy of any HMIS-related grievance, and the Agency's response, must be submitted to the MCAH Project Manager quarterly with a copy of the *Structured Minutes/Agenda* form from quarterly Performance Improvement Meetings.
17. Notwithstanding any other provision of this *Participation Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of MSHMIS that MCAH publishes from time to time. Policies and Procedures are posted on the MCAH WEB Site at www.mihomeless.org . MCAH will notify the Agency of changes.

V. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the MSHMIS 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 MSHMIS level for statewide analysis and at the Continuum of Care level for community-level analysis. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.
3. The Agency acknowledges that MSHDA or MCAH or both will be preparing de-identified research data sets to support research and planning.

De-identification will involve the masking or removal of all identifying or potential identifying information such as the name, Unique Client ID, SS#, DOB, address, agency name, and agency location.

Geographic analysis will be based on MSHDA Regions to prevent any data pools that are small enough to inadvertently identify a client by other characteristics or combination of characteristics.

Programs used to match and/or remove identifying information will not allow a re-identification process to occur.

CoCs will be provided a description of each Study being implemented. Agencies may opt out of the Study through a written notice to MCAH.

VI. Database Integrity

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

2. The Agency will not intentionally cause corruption of the MSHMIS 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 MCAH and MSHDA make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold MCAH/MSHDA 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 MSHMIS; 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 MCAH/MSHDA harmless for loss or damage resulting in the loss of data due to delays, nondeliveries, mis-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. MCAH/MSHDA 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 MCAH/MSHDA. MCAH and MSHDA agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of MCAH or MSHDA.
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 MSHMIS-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.

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 MCAH.
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 MSHMIS may immediately suspend access to the MSHMIS 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.
5. The parties agree that the Michigan State Housing Development Authority (MSHDA) is a third-party beneficiary of this contract and may enforce the terms and provisions of this contract as applicable. Further, the terms, conditions and agreements contained in this *Participation Agreement* may not be changed without the express written consent of MSHDA.
6. MCAH may assign this *Participation Agreement*, or MSHDA may cause MCAH to assign this *Participation Agreement*, upon due notice to the Agency.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

AGENCY:

By: _____

Title: _____

Date: _____

MCAH:

MSHMIS _____

By: _____
Gerry Leslie

Title: MSHMIS Project Director

Date: _____

Michigan Statewide Homeless Management Information System

ASSURANCE

_____ (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 MSHMIS clients.
- Executed MSHMIS *Client Release of Information* forms.
- Executed Agency *Authorizations for Release of Information* as needed.
- Certificates of Completion* for required training for all MSHMIS System Users.
- A fully executed *User Agreement* for all MSHMIS System Users.
- A copy of any MSHMIS *Qualified Service Organization Business Associate Agreement* -- or Coordinated Services Agreements -- that define sharing agreements between partnering agencies.
- A copy of the *Qualified Service Organization Business Associate Agreement* between MSHMIS, MSHDA and the Agency.
- A current Agency-Specific MSHMIS *Policy and Procedure Manual*.

By: _____

Title: _____

Signature: _____

Date: _____