



Kentucky Housing Corporation
Kentucky Homeless Management Information System
Agency Participation Agreement

This agreement is entered into on this _____ day of _____, 20____,
between the KHC Kentucky Homeless Management Information System, hereafter
referred to as “KHC KYHMIS” and _____

hereafter referred to as “Agency”, setting forth the terms and conditions of
Agency’s participation in the KHC Kentucky Homeless Management Information
System (KHC KYHMIS).

I. Introduction

The KHC KYHMIS utilizes a software program from Bowman Systems called ServicePoint (SP). SP is a client information system that provides a standardized assessment of client needs creates individualized service plans and records the use of housing and services. Communities can use the SP data to determine the utilization of services of participating Agencies, identify gaps in the local service continuum and develop outcome measurements.

The KYHMIS office was initially housed under the Northern Kentucky Area Development but effective June 16, 2006, has been housed at Kentucky Housing Corporation (KHC). KHC is the System Administrator. KHC administers the KHC KYHMIS through funding provided by the U.S. Department of Housing and Urban Development (HUD).

In this Agreement, “Agency” is an Agency participating in the KHC KYHMIS system. “Client” is a consumer of services. “Users” are those licensed to access the Service Point system.

In compliance with all federal and state requirements regarding client confidentiality, and data security the KYHMIS is designed to collect data and provide information on services and homeless persons or persons at risk of homeless.

The KYHMIS system will meet the reporting requirements mandated by HUD, KHC, and/or other funders as required. The KYHMIS will provided a system for the collection of information on services and programs provided to clients statewide. The KYHMIS will provide referral capabilities and client historical data. The KYHMIS will improve the services and programs offered to clients in Kentucky by providing documented assurances of service levels in demand, meet and needed throughout the various types of agencies and programs in the state.

II. KYHMIS Responsibilities of the System Administrator

1. The KYHMIS Office will maintain and operate the KYHMIS system for the state of Kentucky.
2. The KYHMIS Office will maintain appropriate confidentiality of the client data, as was established by the Agency. The responsibility of the KYHMIS Office will be to maintain the security settings created by the Agency and to make every effort to protect the data from unauthorized access or disclosure.
3. The KYHMIS Office will maintain the equipment and servers that house the KYHMIS database and KYHMIS system.
4. The KYHMIS Office will ensure the upkeep and installation of all necessary upgrades to the Service Point system and any associated software or operating systems.
5. The KYHMIS Office will ensure the availability of the Service Point system, to allow 24 hour access to licensed users.
6. The KYHMIS Office will provide the agreements, applications, forms, policies and templates required of an Agency seeking to participate in the KYHMIS.
7. The KYHMIS Office will maintain an additional public website for the distribution of materials, news and general promotion of the KYHMIS system.
8. The KYHMIS Office will maintain appropriate backup of the data collected in the SP database on a daily, weekly and monthly basis.
9. The KYHMIS Office will design and maintain procedures for the restoration of the Service Point database and KYHMIS system in the event of interruption or disaster.
10. The KYHMIS Office will provide or arrange for all required training to participate in the KYHMIS and any associated trainings that may arise. Training will be provided to all licensed users of the system.
11. The KYHMIS Office will provide and maintain a Help Desk for user and technical support of the KYHMIS system and Service Point database.
12. The KYHMIS Office will outline procedures for all responsibilities and operational process in a published Policies and Procedures document for the KYHMIS.
13. The KYHMIS Office will publish reports based on unidentifiable aggregated data and make statewide data available on the KYHMIS website and as requested.
14. The KYHMIS Office will provide appropriate security for the KYHMIS and Service Point systems.

III. Confidentiality and Security

1. The Agency and all Users shall abide specifically by 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 the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency and all Users that are Covered Entities shall abide by all regulations and requirements as detailed in the Standards for Privacy of Individual Identifiable Health Information (The Privacy Rule) and the Health Insurance Portability and Accountability Act (HIPAA).

3. Those Agencies that are not Covered Entities under HIPAA, at a minimum, shall abide by all confidentiality and security regulations and requirements applicable to the HMIS and/or the data collected.

4. The Agency shall provide a verbal explanation of the ServicePoint database and the options for consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding.

5. The Agency shall not solicit or input information from Clients into the ServicePoint database unless it is essential to provide services, or to conduct evaluation or research.

6. The Agency agrees not to release any confidential information received from the ServicePoint database to any organization or individual without proper Client consent.

7. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for ServicePoint receives basic confidentiality training.

8. The Agency shall maintain appropriate documentation of any Client consent records obtained in a secure location for a period of five (5) years after the last date of Client service by the originating Agency and assure their subsequent destruction by shredding or burning.

9. The Agency shall not be denied access to the Client data entered by the Agency. Access to data will be determined by the Agency's participation level.

10. Agencies are bound by all restrictions placed upon the data by the client of any Agency. The Agency shall diligently record in the ServicePoint system all restrictions requested.

11. The Agency shall not knowingly enter false or misleading data under any circumstances.

12. The Agency will utilize the KYHMIS ServicePoint Client Consent/Information Release form, to indicate the client's options for the sharing of data. The KYHMIS Client Consent/Information Release form, once signed by the Client, acknowledges the Client understands the data collected will be entered into the KYHMIS database and indicates the client's preference for information sharing with ServicePoint Agencies.

13. An Agency that provides outreach programs or other non-resident based services, where no intake process occurs, need not use the KYHMIS ServicePoint Client Consent/Information Release form until intake or assessment occurs. However, written evidence of consent must be obtained before any data collection begins.

14. If a Client withdraws consent for the sharing of information, the Agency remains responsible to ensure that Client's information will be unavailable as indicated on the Consent form.

15. The Agency agrees to permit staff of KYHMIS/KHC to monitor its handling of confidential client data in connection with the ServicePoint system and KYHMIS,

including but not limited to, its confidentiality procedures and documentation (client release of information, etc.), via monitoring visits and data quality checks.

16. The Agency agrees to perform an annual confidentiality analysis utilizing a self-monitoring format prescribed by KYHMIS.

17. The Agency agrees to provide a copy of the KYHMIS Privacy Notice to each client upon request.

18. The Agency agrees to post the notices concerning the KYHMIS Privacy Notice, Collection of Protected Personal Information and the KYHMIS directive on submitting a complaint or comment at their agency or present them to the client at point of intake.

19. The Agency agrees to post information on obtaining a copy of the KYHMIS Privacy Notice and the Agency's privacy notice, if applicable on the Agency website.

20. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded or obtained from the KYHMIS/ SP system by the Agency is the responsibility of the Agency.

21. The KYHMIS application server and database server, which will contain all Client information, including encrypted identifying Client information, will be located at the KHC offices, 1231 Louisville Road, Frankfort, KY 40601. Only KYHMIS and authorized KHC staff will have access to the data housed at KHC.

22. The KYHMIS will maintain all appropriate security measures to protect both technical and physical access to the servers housing the KYHMIS data. This includes, firewall protection, password protection, virus protection and adequate backup and recovery procedures.

23. If this Agreement is terminated, the KYHMIS and other Agencies 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.

24. The Agency acknowledges that it is responsible for the security and confidentiality of all identifiable data and data obtained for input into the KYHMIS/ SP system regardless of how it is transmitted into the KYHMIS/ SP system or sent to the KYHMIS office.

25. The Agency agrees that whenever possible the Client will be identified by the client identification number assigned to the client by the SP system.

26. The Agency agrees to follow the policies and procedures as outlined in the KYHMIS Policies and Procedures Document.

27. Whenever possible the Agency agrees to make all requests for reports, work or customization to the KYHMIS office in writing.

28. The Agency will incorporate and document an internal policy regarding the gathering, processing and storing of Protected Personnel Information, and any restricted access information such as: health diagnosis, HIV/AIDS information, mental health diagnosis, domestic violence issues. This policy shall be made available to the KYHMIS office upon request.

29. The Agency acknowledges that the Agency itself bears primary responsibility for any oversights for all sharing of data it has collected for the KYHMIS system.

IV. General KYHMIS Participation

1. The Agency acknowledges that all forms, agreements, templates, guides and publications supplied to the Agency or available from the KYHMIS web-sites are available for use with the KYHMIS system and should not be modified without prior consent of the KYHMIS office.
2. The Agency acknowledges that any forms or documents posted on the KYHMIS web sites as Agency Specific forms or documents were created to meet individual agency needs. These documents are available to other Agencies for use as templates in planning their own custom forms.
3. The Agency acknowledges that clients who choose not to authorize the sharing of information cannot be denied services for they would otherwise be eligible. KYHMIS/ KHC does not require or imply that services must be contingent upon a Client's participation in the sharing of data in the ServicePoint database.
4. The KYHMIS office will work with each Continuum of Care to communicate issues that directly affect the participating Agencies and the Homeless Community.
5. The Agency agrees to keep all user fees and payments to the KYHMIS office up to date. The KYHMIS office may terminate use of the KYHMIS Service Point system for lack of payment or past due fees.
6. The Agency agrees to update the KYHMIS office as to any changes in personnel that are listed as users of the KYHMIS Service Point system, both for the upkeep of licenses and the maintaining of security of the KYHMIS system.
7. Agency's may make requests for custom work such as assessments, or reports to the KYHMIS office. Requests may require the obtaining of a quote from Bowman Internet Systems. Any fees resulting from the authorization, request or cancellation of a statement of work from Bowman Internet Systems will be the responsibility of the requesting Agency.
8. The Agency acknowledges that all required documents must be signed and returned to the KYHMIS office along with required licenses fees and all users must have completed the designated new user training provided by the KYHMIS, prior to the activation of the agency's user logins and Service Point Accounts.

V. Custody of Data

1. The Agency acknowledges and the KYHMIS agrees that the Agency retains joint-ownership over all information entered into the KYHMIS regardless of method of transfer.
2. In the event the KYHMIS project ceases to exist, Participating Agencies will be notified and provided a reasonable time to access and save client data for those served by their agency, in accordance with current KYHMIS Participation levels. Thereafter the information collected by the centralized server will either be purged or appropriately stored.
3. In the event the KYHMIS office ceases to exist as a project of the KHC, the custodianship of the data within the KYHMIS will be transferred by the KYHMIS/KHC office to another organization as designated for continuing administration of the KYHMIS.

4. Access to all KYHMIS data and all requests for data will be based on the current participation level of the requesting Agency.
5. All requests for KYHMIS data based on open records law will be released in accordance to all Federal, State, local laws and the open records request policy of the KYHMIS/ KHC.
6. While an Agency can request its data, based on Participation levels, Agencies should note that their withdrawal from participation does not imply removal of all of the data entered by a particular agency. Data can be marked as not shared, but will remain in the KYHMIS database.

VI. ServicePoint Use and Data Entry

1. The Agency shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics. Modifications to the User Policy, Responsibility Statement & Code of Ethics may be modified as needed for the purpose of the smooth and efficient operation of the KYHMIS/ ServicePoint system. The KYHMIS office will announce approved modifications in a timely manner via mail and/or by the Newsflash feature in ServicePoint.
2. The Agency will not permit User ID's and Passwords to be shared amount users.
3. The Agency shall only enter individuals in the ServicePoint database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the ServicePoint database by entering information known to be inaccurate.
4. The Agency shall use Client information in the ServicePoint database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
5. The Agency shall consistently enter information into the KYHMIS ServicePoint database and will strive for real-time or close to real-time data entry or provide data to the KYHMIS office in accordance with the Agency's current participation levels.
6. The Agency will enter all minimum required data elements, as defined for clients participating in services funded by the U.S. Department of Housing and Urban Development.
7. The Agency will not alter information in the ServicePoint database that is entered by another Agency with information known to be inaccurate. (I.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
8. The Agency will prohibit any of its users from including profanity, offensive language, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, familial status or sexual orientation, in the ServicePoint database.
9. The Agency shall utilize the ServicePoint database for business purposes only.
10. The KYHMIS office or its designate will provide initial training and periodic updates to that training to select Agency Staff on the use of the ServicePoint software.
11. The KYHMIS office or its designate will be available for reasonable technical assistance (i.e. troubleshooting and report generation).

12. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
13. The Agency shall not use the ServicePoint database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
14. The Agency will respond in a timely manner, to all requests from the KYHMIS office in regards to correcting errors, updating information, completing records or reviewing client data.
15. The Agency acknowledges that upon the expiration of the Client Release of Information, any additional data entered must be locked and closed to sharing.
16. The Agency will work with the KYHMIS office to identify through Public Key Infrastructure (PKI) the computers being used on behalf of the agency to enter data into the KYHMIS Service Point Database.
17. The Agency will keep updated virus protection software on computers that access the KYHMIS Service Point Database.
18. The Agency is responsible for ensuring all security and confidentiality when transmitting data to the KYHMIS Service Point database by means other than direct data entry.
19. The Agency agrees that any data extracted from the KYHMIS Service Point database that is used in the production of reports, published, or printed in any form, be de-identified data only and that proper disclaimers and source documentation accompany the data.
20. The Agency acknowledges that the KYHMIS may host local or regional User Group Meetings or other similar meetings or periodic trainings and agrees to designate at least one member of staff to attend when possible.
21. The Agency agrees to work with the KYHMIS office to identify performance or usage issues and resolve any problems or concerns the agency may have.
22. The Agency agrees to abide by all policies and procedures relevant to the use of the KYHMIS Service Point system, which the KYHMIS publishes.
23. The Agency will provide basic computer training or determine basic computer proficiency of all KYHMIS Service Point Users.
24. The Agency will ensure that its users attend periodic training sessions on new features and processes as provided by the KYHMIS office.
25. The Agency will provide data in the appropriate format for all data transfers as indicated by the participation levels of this agreement.
26. The Agency will be responsible for all fees incurred in agency's participation of the KYHMIS including but not limited to: the procurement of computers, the installation of software, the establishment of internet connectivity, the production of data transfer files, any required system upgrades or maintenance, additional software and licenses.
27. In some instances, hardware used for participation in the KYHMIS, may be provided through the KYHMIS or the KHC offices. The KYHMIS office and the KHC offices make no guarantees, as to the fitness of the equipment provided, the safety of the equipment or the efficiency of the equipment. Any equipment provided will require an additional agreement between the KYHMIS and the Agency.

28. The Agency will not share assigned User Id's or Passwords to the KYHMIS Service Point System, or allow its Users to enter data on behalf of or for, any other organization, governmental entity, business or individual.

29. The Agency will report immediately to the KYHMIS office any breach in the security of the KYHMIS Service Point system or KYHMIS records.

30. The Agency acknowledges that any intentional misuse, corruption, compromise in security, or unreported instances of such activity, will result in immediate suspension of services and where appropriate legal action against the offending entities.

VII. Reports

1. The Agency shall retain access to identifying and statistical data on the Clients it serves.
2. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.
3. The KYHMIS will use only unidentified, aggregate ServicePoint 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 programs and to obtain a system-wide view of program utilization in the state.
4. The KYHMIS may provide client identification numbers to the creating Agency to report missing or incomplete or duplicate data.
5. The Agency acknowledges that KYHMIS/Service Point system usage reports will be run for their agencies on a periodic basis and maybe published or released to requesting funders such as HUD, or KHC.

VIII. Hold Harmless

1. The KYHMIS Office, KYHMIS program under KHC, its employees and agents make no warranties, expressed or implied.

The Agency at all times will indemnify and hold KYHMIS/KHC including its employees and agents, 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 the Agency's participation in the KYHMIS/Service Point System; 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.

The Agency will also hold KYHMIS/ KHC harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, or service interruption caused by Bowman Information Systems, by the Agency's or other member agency's negligence, errors or omissions, as well as natural disasters, or technological disasters.

KYHMIS/KHC 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 KYHMIS/ KHC.

KYHMIS/ KHC agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the KYHMIS or KHC.

2. The Agency agrees to maintain property insurance for coverage of any equipment provided by the KYHMIS office, and general liability insurance to cover the Agency's indemnification obligations under this agreement. The Agency agrees to provide proof of such insurance upon request of the KYHMIS office.

3. Provisions of section VIII shall survive any termination of the Participation Agreement.

IX. Proprietary Rights and Contractual Obligations of Bowman Internet System

1. The Agency shall not give or share assigned passwords and access codes of the ServicePoint database with any other Agency, business, or individual.

2. The Agency shall not cause in any manner or way, corruption of the ServicePoint database.

3. The Agency will not share or publish any information concerning the structure of the KYHMIS Service Point database that may be revealed or shared or distributed to them from the KYHMIS office in the development of any data transfer files including but not exclusive to data dictionaries, data flow diagrams, schemas or table layouts.

4. The Agency will acknowledge sources whenever documentation is used belonging to or created by Bowman Internet Systems.

5. The Agency agrees that any requests for custom work or reports that may be needed, that directly effect or relate to the KYHMIS or KYHMIS Service Point will be made directly to the KYHMIS office and not to Bowman Internet Systems directly.

6. The Agency is responsible for maintaining the proprietary rights of Bowman Internet Systems, in regards to any outsourcing or consultation that may be done to create data files for transfer or in any customization or additional work requested by the Agency that may involve the KYHMIS database or the Service Point system.

X. Terms and Conditions

1. Neither the KYHMIS/KHC nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

2. Upon violation of any of the Confidentiality provisions of this agreement KYHMIS/KHC may immediately terminate Agency from use of ServicePoint Client Information Management System by giving verbal notice to Agency followed by written notice.

3. Upon violation of any other provision of this agreement, KYHMIS/KHC may immediately suspend Agency from use of ServicePoint Client Information Management System by giving written notice to Agency. If the violation(s) are not cured within ten (10) calendar days from notification date, KYHMIS/KHC at its sole option may immediately terminate this agreement.

4. Either party shall have the right to terminate this agreement at any time upon 30 days written notice served upon the other party by mail.

5. Revisions to this agreement may be made by the KYHMIS/KHC with written notification of the revisions sent to each Agency.

XI. KYHMIS Participation

KYHMIS Level 1—at least one Agency Administrator level user with access to the Service Point System all data entered via direct data entry

Access to the KYHMIS Service Point requires the purchase of yearly user fees. Fees are applied according to the number of users.

Data import fees are calculated by adding to the base participation fee, a setup fee and fee based on the size of the data and the scope of work determined to complete the transfer. Data transfer fees are incurred with each transfer. Base participation fees are a yearly participation fee. Setup fees are incurred whenever the Service Point database or the legacy database has changes that require modifications to the schema and additional testing.

Signature of Executive Director Date

Agency

Street Address

_____, KENTUCKY _____
City Zip Code