Cambridge Homeless Management Information System (CHMIS)
Participation Agreement Between the
Cambridge Department of Human Service Programs and

_____*(Agency name)*

This agreement is entered into on _____*(mm/dd/yy)* between the City of
Cambridge, on behalf of its Department of Human Service Programs, hereafter known as
"DHSP" and _____ *(Agency Name)*, hereafter known
as "Agency," regarding access and use of the Cambridge Homeless Management Information
System, hereafter known as "CHMIS."

I. Introduction

The CHMIS, a shared homelessness database allows authorized personnel at participating
homeless services provider agencies that participate in the Cambridge Continuum of Care
("Cambridge CoC") to enter, track, and report on information concerning their own clients,
and to share information, subject to appropriate inter-agency agreements, on common clients.
CHMIS uses Clarity Human Services ("Clarity"), a database management system hosted by
Bitfocus, Inc. The Clarity database management system also allows the City to import U.S.
Department of Housing and Urban Development ("HUD") and City required data about
homeless persons and the services they receive from other agencies participating in the
Cambridge CoC.

This Agreement is made for the purpose of defining and setting forth certain obligations, rights
and duties of the DHSP, the CHMIS Working Group, as referenced in the CHMIS Governance
Charter (hereinafter, "Working Group"), and the Agency. It is made solely for the benefit of the
DHSP, the Working Group and the Agency and their respective employees, heirs, personal
representatives, successors and assigns. No other person or entity shall have any rights of any
nature (including any rights as a third party beneficiary) under this Agreement or by reason
hereof. Without limiting the generality of the preceding sentence, no user of the CHMIS system
in his or her capacity as such and no current, former or prospective client of any agency shall
have any rights of any nature under this Agreement or by reason hereof.

The goals of the CHMIS are to:
- Improve coordinated care for and services to homeless persons in the City of Cambridge;
- Provide a user-friendly and high quality automated records system that expedites client
  intake procedures, and supports the collection of quality information that can be used
  for program improvement and service-planning; and
- Meet the reporting requirements of HUD, and other funders as needed.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the CHMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless. The DHSP's Planning and Development Office administers, monitors and hosts the CHMIS through Clarity, and is responsible for allowing and limiting other participating agencies access to the CHMIS database.

II. DHSP Responsibilities

1. The DHSP will provide the Agency with 24-hour access to the CHMIS data-gathering system, via internet connection.
2. The DHSP will provide both initial training and periodic updates to that training for relevant Agency Staff regarding the use of the CHMIS, with the expectation that the Agency will take responsibility for addressing basic training or technical needs within the Agency, before seeking help from the DHSP.
3. The DHSP will provide basic user support and technical assistance (e.g., general trouble-shooting and assistance, resolving problems related to data entry, or standard report generation). Access to this basic technical assistance will normally be available during the normal business hours of the DHSP, that is, from 8:30 AM. to 8:00 PM. on Mondays, from 8:30 AM. to 5:00 PM. on Tuesdays, Wednesdays, and Thursdays, and from 8:30 AM. to 12:00 noon on Fridays (with the exclusion of holidays or any other days DHSP's offices are unexpectedly closed). Additional assistance may be available by prior arrangement with DHSP staff.
4. The DHSP will not publish reports on client data that identify specific persons. The DHSP will not publish reports on client data that identify specific agencies without prior agency (and as necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data from the CHMIS database. DHSP will use its best effort never to release proprietary information about agencies or their services, procedures or clients without written permission of the Agency.

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, including but not limited to: (1) any requirements established by the U.S. Department of Housing and Urban Development (HUD) in conjunction with its HMIS requirements, as detailed in 69 Federal Register 45888 (July 30, 2004), and any superseding rule(s) that are issued by HUD , and its HMIS Data Standards Manual and HMIS Data Dictionary, as amended; (2) Massachusetts General Laws Chapters 66A, Fair Information Practices, and 93H, Security Breaches; (3) 201 CMR 17:00, Standards for the Protection of Personal Information of Residents of the Commonwealth; and (4)

Massachusetts Executive Order 504, Order Regarding the Security and Confidentiality of Personal Information.

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 ("HIPAA"), 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 specifically with the Violence Against Women Act Reauthorization of 2013, Public Law No: 113-4.

5. The Agency will comply with all additional policies and procedures established by DHSP pertaining to protection of client privacy.

6. The DHSP may conduct periodic audits of the Agency to enforce informed consent and privacy requirements and standards. Although the DHSP may conduct periodic audits to enforce informed consent and privacy requirements and standards, the Agency is primarily responsible for ensuring compliance with such requirements and standards.

B. Client Confidentiality

1. The Agency agrees to provide to each adult client with a copy of CoC's Client Consent Information Sheet, Client Release of Information to Sign form and Mandatory Information Notice. The Agency will provide each adult client with a verbal explanation of the CHMIS and arrange for a qualified interpreter/translator or other reasonable accommodation in the event that an individual is not literate in English or has difficulty understanding the aforementioned documents (these documents are available in English, Spanish, Haitian Creole and Portuguese). In obtaining client consent, each adult client in a household must sign the Client Release of Information to Sign form (or a DHSP approved equivalent document) to indicate consent to share Protected Personal Information ("PPI") into CHMIS. If minors are present in the household, at least one adult in the household must consent for minors by writing their names on the Client Release of Information to Sign form.

2. Informed consent must be given by clients in order for their PPI to be entered into CHMIS and shared among agencies in the CHMIS (see http://cambridgecoc.org/hmis-participating-agencies/). Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent and regardless of their domestic violence status.

3. If any adult member of a household does not grant authorization to share basic identifying information and non-confidential service data via the CHMIS, then the client record should be set to "Private" in CHMIS.

4. Agency staff shall not enter PPI into CHMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.

5. Signed Client Informed Consent/Release of Information forms (digitally signed or uploaded PDFs) are in effect for three (3) years from the date of signature.

6. The Agency will not divulge any confidential information received from the CHMIS to any organization or individual who is not expressly authorized to receive such information without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.
7. A client may withdraw or revoke consent for client PPI collection by completing and signing a Revocation of Consent form. If a client revokes his/her consent, the Agency is responsible for immediately contacting DHSP and making appropriate data modifications in CHMIS to ensure that client's PPI will not be shared with other agencies participating in CHMIS or visible to the Agency staff within the system.

C. Security

1. The Agency will permit access to the CHMIS with use of a user ID and password. Passwords shall be at least eight characters long and meet industry standards for complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the CHMIS name. The use of default passwords on initial entry into the CHMIS application is allowed so long as the default password is changed upon first use. Passwords and user IDs shall be consistent with guidelines issued from time to time by HUD, DHSP and Bitfocus. The Agency will ensure that all persons who are issued a user ID and Password to the CHMIS abide by this Agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
2. Agency will permit access to CHMIS only after the authorized user receives appropriate confidentiality training, including training provided by DHSP. Agency will also conduct ongoing basic confidentiality training for all persons with access to CHMIS and will train all persons who may receive information produced from CHMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by DHSP. DHSP will be reasonably available during City of Cambridge defined weekday business hours for basic user support and technical assistance (i.e. troubleshooting and help with standard report generation). Defined weekday hours are Monday from 8:30 a.m. to 8 p.m., Tuesday through Thursday from 8:30 a.m. to 5:00 p.m. and Friday from 8:30 a.m. to 12:00 .p.m.
3. 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.
4. The Agency agrees that client information obtained within CHMIS is not to be used for criminal investigation of clients unless required by law in compliance with court orders, warrants and/or subpoenas.
5. The Agency understands that the CHMIS Administrators at the DHSP are the only staff at the DHSP who have access to client-level data, and that said staff are obligated under all of the same restrictions described herein as apply to Agency staff. The Agency also understands that Bitfocus, in its role as HMIS vendor and host of technical infrastructure

has access to client level data and may access it when responding to support issues and system administrator questions regarding software functionality.

6. The Agency must develop and adopt policies governing the retention of paper records containing PPI derived from CHMIS. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of PPI. The policy must require the destruction of the paper records derived from CHMIS no longer than seven years after the last day the client was served by the organization.

D. Inter-Agency Sharing of Information

1. The Agency understands it will have the ability to indicate whether or not client information Agency enters into the CHMIS may be shared with and accessible to participating agencies in the CHMIS system. Agency is responsible for determining and designating in CHMIS whether information may or may not be shared through CHMIS by using Client Consent Form(s) and the functionality application on the "Client Privacy Screen" in Clarity. If any Client does not grant authorization to share information via the CHMIS, then the Client record should be set to "Private" in CHMIS.

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

E. Custody of Data

1. The Agency acknowledges, and the DHSP agrees, that the Agency retains ownership over all information it enters into the CHMIS. The Agency and DHSP understand that DSHP, as administrator are custodians of information entered into the CHMIS and are not owners of said information.

2. If this Agreement is terminated, DHSP and any remaining participating agencies will have the right to use all client information previously entered into CHMIS by Agency, subject to the provisions of this Agreement. Additionally, upon termination, the Agency will receive one export copy of all data entered by the Agency into the CHMIS up to the date of termination.

IV. Data Entry and Regular Use of CHMIS

1. The Agency will not permit user ID's and passwords to be shared among users, nor will it share nor permit to be shared assigned user ID's and passwords to access the CHMIS with any other organization, governmental entity, business, or individual.

2. Subject to any limitations necessitated by HIPAA or by laws protecting the privacy and confidentiality of victims of domestic violence, the Agency will enter all required data elements as defined for all persons who are participating in services funded by HUD.

3. The Agency will enter data in a consistent manner, striving for real-time, or close to real-time, data entry.

4. The Agency, through the oversight of the designated Agency CHMIS Administrator, is responsible for entering, verifying and correcting any data that it entered in CHMIS, which include: measuring the completeness of data by running HUD HMIS Data Quality Reports, APRs, ESG Reports and other Clarity canned reports; and being responsible for ensuring that staff tasked with correcting data quality issues do so in a timely manner consistent with deadlines set by DHSP.

5. The Agency will not knowingly enter inaccurate information into CHMIS.

6. 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.

7. The Agency will utilize the CHMIS for business purposes only, will not transmit material in violation of any federal or state laws and regulations, and will not use the CHMIS with intent to defraud any federal, state, or local government agency, or an individual entity, or to conduct any illegal activity. Prior to permitting any user to access CHMIS, DHSP will require each user to sign the CHMIS User Policy, Responsibility Statement & Code of Ethics Form ("User Policy"), which is incorporated into this Agreement, and may be amended from time to time by DHSP. Agency will comply with, and enforce the User Policy and is obligated to report to DHSP immediately any breaches of the User Policy.

8. The Agency agrees to allow access to CHMIS only from computers which are owned by the Agency or approved by the Agency for the purpose of accessing and working with CHMIS.

9. The Agency will keep updated virus protection software on Agency computers that access the CHMIS.

10. The Agency will maintain a software or hardware firewall on Agency computers that access the CHMIS.

11. The Agency will ensure that the Clarity software used on Agency computers to access the CHMIS are kept up to date with respect to security and other operating system patches, updates and fixes.

12. The Agency will ensure that each computer is protected by a screen-saver password to ensure that computers left running when staff leave their work stations are not available for use by unauthorized parties.

13. The Agency agrees that the Working Group will be the discussion and decision making center regarding the CHMIS, including process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency understands that DHSP will be responsible for coordinating Working Group activities subject to the direction of the Working Group.

14. The Agency agrees to make an assigned Agency CHMIS Administrator available for Working Group meetings and trainings conducted for the purpose of improving data base utilization, including data entry and retrieval. As part of this requirement, the Agency will sign a Participating Agency CHMIS Administrator Agreement.

15. The Agency agrees that it may only release aggregated information generated by the CHMIS that is specific to its own services.

16. The Agency understands that it will have full access to all identifying and statistical data on the clients it serves, and will not have access to data on clients that it does not serve.

17. Notwithstanding any other provision of this Agreement, the Agency agrees to abide by all policies and procedures relevant to the use of CHMIS that the DHSP publishes from time to time.
18. The Agency understands that provision of services by the Agency is not and will never be contingent upon a client's participating in the CHMIS, and that DHSP does not require or imply otherwise.

V. Hold Harmless

1. The DHSP makes no warranties, expressed or implied. The Agency, at all times, will defend, indemnify and hold the DHSP harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency and/or DHSP; or for injuries or damages to the Agency and/or DHSP or another party arising from the Agency's participation in the CHMIS; 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 the DHSP harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption, 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. The DHSP 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 the DHSP. In turn, the DHSP agrees not to hold the Agency liable for any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of DHSP staff.

VI. Miscellaneous 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 the DHSP.
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 incidents arise regarding possible or actual breaches of this agreement. Should such situations arise, the DHSP may immediately suspend access to the CHMIS 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 City and the Agency have executed this Agreement as of the date first written above.

Approved as to Legal Form: *Approved for the City of Cambridge:*

_____ _____
NANCY E. GLOWA   YI-AN HUANG
City Solicitor   City Manager

Approved for the Department: *Approved for the Agency:*

_____ _____
ELLEN SEMONOFF   Signature
Assistant City Manager
Human Services   Printed Name: _____

              Title: _____

              _____
              Organization/Agency Name

Finalized July 2017