

# NH-HMIS Agency Participation Agreement

By and between  
Community Services Council of New Hampshire  
and

**NH-HMIS Participating Agency:** \_\_\_\_\_

This agreement is entered into on \_\_\_\_\_(dd/mm/yyyy) between Community Services Council of New Hampshire, hereafter known as the “CSCNH,” and \_\_\_\_\_ (agency name), hereafter known as “Participating Agency,” regarding access and use of the New Hampshire Homeless Management Information System data, hereafter known as the “NH-HMIS.”

## I. Introduction

The NH-HMIS is a homeless database system that allows authorized personnel at NH-HMIS Participating Agencies throughout New Hampshire to collect and report on client information. Goals of the NH-HMIS include: ability to expedite client intake procedures, increased case management and administrative tools, and the reporting capability to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness or those families and individuals on the verge of homelessness.

The project is administered by the Community Services Council of New Hampshire. CSCNH contracts the central server that hosts the NH-HMIS database and limits access to NH-HMIS Participating Agencies in the project.

## II. Confidentiality

- A. The Participating Agency and CSCNH will uphold relevant Federal and State confidentiality regulations and laws that protect client records, and will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws. A client is anyone who receives services from the Agency and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.
1. The Participating Agency will provide a verbal explanation of the NH-HMIS and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Notice of Uses and Disclosures or the NH-HMIS Client Consent form(s).
  2. The Participating Agency will ensure that all persons who are issued a Username and Password to the NH-HMIS abide by:
    - This Agency Participation Agreement, including the confidentiality rules and regulations.
    - The NH-HMIS User Policy Agreement stating their understanding of and agreement to comply with NH-HMIS confidentiality practices.
    - It is understood that those granted Agency Administrator access within each NH-HMIS Participating Agency must complete HMIS Agency Administrator Training provided by the Community Services Council of New Hampshire.
    - It is understood that those assigned NH-HMIS User accounts and password must complete NH-HMIS User Training, including confidentiality training, provided by CSCNH or locally.

3. The Participating Agency understands that the file server, which will contain all client information, will be physically located in a locked office with controlled access at Bowman Systems LLC., 333 Texas Street, Suite 300, Shreveport, LA 71101.

B. The Participating Agency agrees to maintain appropriate documentation of client consent or guardian-provided consent to participate in the NH-HMIS.

1. The Participating Agency understands the Community Services Council of New Hampshire does not require or imply that services be contingent upon a client's participation in the NH-HMIS.
2. The Participating Agency understands that informed client consent is required before any basic identifying client information is entered into the NH-HMIS. Informed client consent will be documented by completion of the standard NH-HMIS Client Consent form or current Client Consent forms with the following added paragraph describing NH-HMIS.

With your permission, we collect and enter personal information into NH-HMIS, for reasons that are discussed in our "Notice of Uses and Disclosures." Other information that we collect is important to run our programs, and to improve services for persons experiencing homelessness. We appreciate your cooperation with this process.

- YES - I authorize this agency to collect and enter personal identifying information about me into NH-HMIS.
- No - I do not authorize this agency to collect and enter personal identifying information about me into NH-HMIS.

3. The Client Consent form mentioned above, once completed, authorizes basic identifying client data to be entered into the NH-HMIS, as well as service transaction information.
4. If a client denies authorization to collect information and service data via the NH-HMIS, identifying information shall not be used as a resource for that individual client and her/his dependents. The client will be entered as an Anonymous client and no identifying information will be entered.
5. The Participating Agency understands CSCNH will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is by the Participating Agency, Agency Administrator.
6. The Participating Agency agrees to place all Client Consent forms related to the NH-HMIS in a file to be located at the Agency's business address and that such forms be made available to the Community Services Council of New Hampshire for periodic audits. The Participating Agency will retain these NH-HMIS related Consent forms for a period of 6 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

C. Participating Agency's and CSCNH understand that the NH-HMIS system and administrator, is custodian of data and not owners of data.

1. In the event the NH-HMIS Project ceases to exist, HMIS Participating 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. All information collected by the centralized server, located at the Service Provider will be purged, or stored. If the later occurs, the data will remain in an encrypted and aggregate state.
2. In the event the Community Services Council of New Hampshire ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all HMIS Participating Agencies will be informed in a timely manner.

### III. Data Entry and/or Regular Use

- A. Usernames and passwords are not permitted to be shared among users.
- B. Before an agency personal can update, edit, or print client information, they must have informed client consent, evidenced by a current NH-HMIS Client Consent form or a modified Agency Client Consent form with added details about NH-HMIS.
- C. In the event that a client would like to rescind consent to participate in the NH-HMIS completely, the agency at which her/his desire is expressed, will work with the client to complete a Client Consent Revocation letter, which will be sent to the System Administrator to inactivate the client.
- D. The Participating Agency will only enter individuals in the NH-HMIS that exist as clients under the Agency's jurisdiction.
- E. The Participating Agency will not misrepresent its client base in the NH-HMIS by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record)
- F. The Participating Agency understands that assessment screens are only allowed to be edited by the individual that originally enters the data. The Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.
- G. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the NH-HMIS.
- H. Offensive language and profanity are not permitted in the NH-HMIS.
- I. The Participating Agency will utilize the NH-HMIS for business purposes only.
- J. The Participating Agency understands the Community Services Council of New Hampshire will be available for TA (Technical Assistance) within reason (i.e., trouble-shooting and report generation). Standard operating hours in which TA will generally be available are 9:30 a.m.–4:30 p.m. on Monday through Friday.
- K. The Participating Agency, Agency Administrator will keep updated virus protection, Windows, and if required personal firewall software on any Agency computers that access the NH-HMIS database.

Personal firewall software is required if the Agency computer connecting to the NH-HMIS database is connected directly to the internet. A personal firewall is not required if the computer connecting to the NH-HMIS database is on a Local Area Network (LAN) that has a network firewall in place.

- L. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.
- M. The Participating Agency recognizes the NH-HMIS Web site ([www.nh-hmis.org](http://www.nh-hmis.org)) to be the discussion center regarding the NH-HMIS, including HMIS process updates, policy and practice guidelines, and data analysis. The Participating Agency will designate an assigned HMIS Staff member to be the HMIS contact person between the participating agency and HMIS Administration.

### IV. Reports

- A. The Participating Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Participating Agency understands that they will not have access to data on those it does not serve, and that, with rare exception, NH-HMIS Administration may view client data for purposes of troubleshooting or system testing.
- C. Reports obtaining information beyond basic identifying data and non-confidential services on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying

information.

- D. The Participating Agency understands that non identifying system wide aggregate information collected by the NH-HMIS may be disseminated to the State of New Hampshire, DHHS departments and New Hampshire continua of care organizations. Aggregate data request from other research organizations will be approved by CSCNH and DHHS, before any aggregate data is supplied to external organizations.

**V. Hold Harmless**

- A. Community Services Council of New Hampshire makes no warranties, expressed or implied. The Participating Agency, at all times, will indemnify and holds CSCNH harmless from any damages, liabilities, claims and expenses that may be claimed against the Participating Agency. And for injuries or damages to the agency or another party arising from participation in NH-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.
- B. This Participating Agency will hold the Community Services Council of New Hampshire harmless for negative repercussions resulting in the loss of data due to delays, nondeliveries, misdeliveries, or service interruption caused by the Agency’s or another Participating Agency’s negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Community Services Council of New Hampshire shall not be liable to the Participating 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 Community Services Council of New Hampshire.

**VII. Terms and Conditions**

- A. 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.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. 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 breeches of this agreement. Should such situations arise, the Community Services Council of New Hampshire may immediately suspend access to the NH-HMIS until the allegations are resolved in order to protect the integrity of the system.
- D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the NH-HMIS constitutes acceptance of these Terms and Conditions.

**COMMUNITY SERVICES COUNCIL OF NEW HAMPSHIRE**  
PO Box 2338, Concord, NH 03302-2338 (603)228-2218

By: \_\_\_\_\_  
Sheila King  
Executive Director

Participating Agency: \_\_\_\_\_  
Agency

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Executive Director