

AGENCY PARTNER AGREEMENT
For NMIS ServicePoint Client Information Management System

Nebraska Management Information System - ServicePoint is a shared human service systems database which allows homeless and human service provider agencies throughout the State of Nebraska to enter, track, and report on information concerning their own clients and to share information, subject to appropriate interagency agreements, on common clients.

ServicePoint will assist homeless and human service agencies to:

- Improve coordinated care for services to homeless and at risk persons;
- Provide a user-friendly and high quality automated records system that expedites client intake procedures, improved referral accuracy, and supports the collection of quality information that can be used for program improvement and service planning;
- Meets the reporting requirements of the U.S. Department of Housing and Urban Development, Nebraska Homeless Assistance Program and other funders as needed and possible.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a Nebraska Management Information System ServicePoint account can be established for the Agency.

The Nebraska Management Information System (NMIS) is the primary coordinating Agency. Community Action of Nebraska (CAN) shall be the system administrator. In this Agreement, "Partner Agency" is an Agency participating in NMIS, "Client" is a consumer of services, and "Agency" is the Agency named in this agreement for use of ServicePoint.

I. Client Privacy and Confidentiality

- A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.
1. The Agency will comply with all applicable federal and state laws regarding protection of client privacy.
 2. The Agency 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 clients.
 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 policies and procedures established by the NMIS.
 5. The Agency shall provide a verbal or written explanation of the NMIS ServicePoint database and the terms of 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 the consent form.

6. The Agency shall not solicit or input information from Clients into the NMIS ServicePoint database unless it is essential to provide services, or to conduct evaluation or research.
7. The Agency agrees not to release any confidential information received from the NMIS ServicePoint database to any organization or individual without proper Client consent.
8. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for NMIS ServicePoint receives basic confidentiality training prior to User License activation and abides by this Participation Agreement.
9. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located in a secure facility under contract with NMIS.
10. The Agency shall maintain appropriate documentation of Client consent to participate in the NMIS ServicePoint database.
11. 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.
12. The Agency in good standing shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the NMIS ServicePoint system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
13. If this Agreement is terminated, CAN and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Client.
14. The Agency will utilize the NMIS ServicePoint Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the NMIS ServicePoint database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the NMIS ServicePoint database and authorizes information sharing with NMIS ServicePoint Partner Agencies.
15. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information is unavailable to all other Partner Agencies.
16. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for NMIS ServicePoint for a period of 7 years unless program regulations require release forms to be kept on file for a longer period of time.
17. NMIS does not require or imply that services must be contingent upon a Client's participation in the NMIS ServicePoint database. Services should be provided to Clients regardless of NMIS ServicePoint participation provided the Clients would otherwise be eligible for the services.
18. The agency agrees to permit the CAN System Administrator to monitor its handling of confidential client data in connection with the ServicoPoint Client Information Management

System, including but not limited to, its confidentiality procedures and documentation (client release of information, privacy policies, etc.).

II. NMIS ServicePoint Use and Data Entry

- A. The Agency shall follow, comply with and enforce the NMIS Confidentiality and User Agreement and NMIS Policies and Procedures. Modifications to the NMIS Confidentiality and User Agreement shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the NMIS ServicePoint system. CAN will announce approved modifications in a timely manner via NewsFlash in NMIS ServicePoint. Copies of both documents can be found on the CAN website at www.canhelp.org/servicept.htm.
- B. The Agency will not permit User ID's and passwords to be shared among Users.
- C. The Agency shall only enter individuals in the NMIS ServicePoint database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the NMIS ServicePoint database by entering known, inaccurate information. Anonymous client entry is discouraged because of reporting accuracy. Different security models may be explored for agencies whose clients need more animosity.
- D. The Agency shall use Client information in the NMIS ServicePoint database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- E. The Agency shall consistently enter information into the NMIS ServicePoint database and will strive for real-time, or close to real-time¹ data entry for data accuracy.
- F. The Agency will not alter information in the NMIS ServicePoint database that is entered by another Agency with known, inaccurate information (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
- G. The Agency shall not include profanity or offensive language in the NMIS ServicePoint database on statewide shared data.
- H. The Agency shall utilize the NMIS ServicePoint database for business purposes only.
- I. CAN will provide initial training and periodic updates to that training to select Agency Staff on the use of the NMIS ServicePoint software.
- J. CAN will be available for training and technical assistance within reason (i.e. troubleshooting and report generation).
- K. 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.
- L. The Agency shall not use the NMIS ServicePoint database with intent to defraud federal, state or

¹ Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the NMIS ServicePoint database within 48 hours.

local governments, individuals or entities, or to conduct any illegal activity.

- M. The Agency shall pay the End User License Fees, NMIS Sustainability Fees and CAN Sustainability Fees for support each year. If these fees are not covered by CoC HMIS grant funding the Agency is responsible for entire cost.
- N. The Agency Agrees that CAN 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 End User to regularly attend User meetings.
- O. The Agency will incorporate procedures for responding to client concerns regarding use of NMIS – ServicePoint into its existing Grievance Policy. While appeals to CAN and NMIS should not be considered part of the formal process, a copy of any HMIS related grievances and a copy of the Agency’s response must be submitted to CAN.
- P. CAN reserves the right to immediately suspend service, and where appropriate, take legal action against offending entities for any violation of this Participation Agreement, End User Confidentiality and User Agreement or NMIS Policies and Procedures.

III. Reports

- A. The Agency agrees to only release aggregated information generated by NMIS – ServicePoint that is specific to its own services. The Agency is responsible to divulge any qualifiers on the data the Agency releases.
- B. Agency is able to request customized reports through the CAN System Administrator. All requested reports will be evaluated before the System Administrator commits to being able to develop such a report. CAN reserves the right to charge for reports.
- C. The Agency can request and purchase an Advanced Reporting Tool License to build or run customized reports.
- D. NMIS and/or CAN will use only unidentified, aggregate ServicePoint data for homeless and human service policy and planning decisions, in preparing federal, state or local applications for homelessness or human service funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state. De-identification will involve the removal or masking of all identifying or potentially identifying data such as Name, SSN, DOB, Address, Agency Name and/or Location, Clients Unique ID number.

IV. Proprietary Rights of Bowman Internet System

- A. The Agency shall not give or share assigned passwords and access codes of the NMIS ServicePoint database with any other Agency, business, or individual.
- B. The Agency shall not cause in any manner, or way, corruption of the NMIS ServicePoint database in any manner.

VI. Hold Harmless

- 1. CAN and NMIS make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold CAN/NMIS 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 NMIS - ServicePoint; 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 CAN/NMIS harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, 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. CAN/NMIS 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 CAN/NMIS. CAN and NMIS agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of CAN/NMIS.

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 NMIS-ServicePoint related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.
3. Provisions of Section VI shall survive any termination of the Participation Agreement.

VII. Terms and Conditions

- A. The parties agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understands, oral and written, relating to the subject matter of this agreement.
- B. Neither CAN nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- C. Upon violation of any of the Confidentiality provisions of this agreement CAN may immediately terminate the Agency from use of ServicePoint Client Information Management System by giving verbal notice to the Agency followed by written notice.
- D. Upon violation of any other provision of this agreement, CAN may immediately suspend the Agency from use of ServicePoint Client Information Management System by giving written notice to the Agency. If the violation(s) are not corrected within ten (10) calendar days from notification date, CAN at its sole option may immediately terminate this agreement.
- E. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- F. This Agreement may be terminated, modified, or amended with 30 days written notice.

AGENCY NAME _____

In Witness Whereof, The parties have entered into this Agreement:

AGENCY:

Signature of Executive Director/Authorized Representative

Date

AGENCY

MAILING ADDRESS

CITY

NE

ZIP CODE

CAN:

Signature of Executive Director/Authorized Representative

Date

AGENCY

1120 K Street, Suite 100

STREET ADDRESS

Lincoln

CITY

NE

68508

ZIP CODE

AGENCY NAME _____

Community Action of Nebraska

ASSURANCE

_____ (Name of Agency) assures that the following fully executed documents will be on file and available for review by Community Action of Nebraska or Nebraska Management Information System.

- The Agency's Board Approved Confidentiality Policy.
- The Agency's Grievance Policy, including a procedure for external review.
- The Agency's official *Privacy Notice* or NMIS Consumer Notice for NMIS - ServicePoint clients.
- Executed CAN *Client Release of Information* forms.
- Executed Agency *Authorizations for Release of Information* as needed.
- A fully executed *NMIS Confidentiality and User Agreement* for all NMIS – ServicePoint System Users.
- A copy of any CAN *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 NMIS, CAN and the Agency.
- A Copy of the NMIS Policy and Procedure manual.

By: _____

Title: _____

Signature: _____

Date: _____