



BAS-Net
BUFFALO AREA SERVICES NETWORK
AGENCY PARTNER AGREEMENT

This agreement is entered into on ____/____/____ (mm/dd/yyyy) between the Homeless Alliance of Western New York (System Administrator), hereafter known as "HAWNY," and _____, hereafter known as the "Agency," regarding access and use of the Buffalo Area Services Network Homeless Management Information System, hereafter known as "BAS-Net."

I. Introduction

This document provides the framework for participant agencies of the Buffalo Area Services Network (BAS-Net) Homeless Management Information Systems (HMIS). This document is organized into five main components: Governing Principles, Roles and Responsibilities, Operating Procedures, Forms Control and Hold Harmless. This overview provides the main objectives, direction and benefits of BAS-Net.

Governing Principles establishes the necessary values for all policy decisions and subsequent decisions. Roles and Responsibilities details the obligations of both HAWNY and participating agency. Operating Procedures provides specific procedures necessary to control and operationalize the usage of the BAS-Net system with project participation; user authorization and passwords; collection and entry of client data; release and disclosure of client data; server security; server availability; training and technical support. Forms Control provides information on obtaining forms, filing and mandatory record keeping. Hold Harmless outlines liability in regards to data loss and damage.

The fundamental goal of BAS-Net is to improve care coordination for homeless persons in Buffalo and Erie County. This will be possible through providing 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 for service providers. This data will then be used to complete reporting requirements as established by the U.S. Department of Housing and Urban Development and other funders as needed.

In compliance with all federal, state and local requirements regarding client/consumer confidentiality and data security, BAS-Net is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk of becoming homeless.

BAS-Net utilizes the ServicePoint Client Information Management System developed by Bowman Internet Systems. ServicePoint is a client information system that provides a standardized assessment of consumer need, creates individualized service plans, and records the use of housing and services. Communities can use this information to better understand the

use of services, identify gaps in the local service continuum, and develop outcome measurements.

1. BAS-Net HMIS System Administrator is staffed and advised by HAWNY. Parties to this Agreement are HAWNY, the System Administrator, who is the coordinating party of BAS-Net; and the “Agency” who is named above in the Agreement.
2. References in this Agreement to “Partner Agency” describe all other agencies entering into an Agency Partner Agreement. “Client” is a consumer of services.
3. Signatures of Executive Directors from HAWNY and the Agency indicate agreement with the terms set forth before an Agency ServicePoint account can be established.

II. Governing Principles

Described below are the overall governing principles upon which all decisions pertaining to BAS-Net are based. The Agency is expected to read, understand and adhere to these principles, even when the Policies and Procedures do not contain specific direction.

II.1. Protection of Client Privacy

1. The Agency that is considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HIPAA regulations.
2. The Agency that is not considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HMIS privacy and security rules.
3. The Agency will comply with all applicable federal and state laws regarding protection of Client privacy.
4. The Agency will comply with all policies and procedures established by HAWNY pertaining to protection of Client Privacy.

II.2. Confidentiality

The rights and privileges of Clients are crucial to the success of BAS-Net. These policies will ensure Clients’ privacy without affecting delivery of services, which is the primary focus of the Agency.

1. The Agency agrees to post a Consumer Notice where Client intake is completed to inform clients of their intent to collect and enter data into the BAS-Net HMIS. Copies of

this notice will be available to Clients upon request. (See: BAS-Net Standard Operating Procedures Manual).

2. The Agency will provide a verbal explanation of the BAS-Net system and arrange for an appropriate and qualified interpreter in the event that a Client has difficulty understanding. Written consent of the Client is not required by HAWNY but the Agency may require a written consent, provided it is approved by HAWNY.
3. The Agency will provide copies of the Privacy Protection Notice, detailing all privacy protections in place within the BAS-Net system, to any Client upon request. (See: BAS-Net Standard Operating Procedures Manual).
4. The Agency will not share any confidential information received from BAS-Net to any organization or individual without signed written consent (Client Consent and Release of Information form) from the Client, unless otherwise permitted by applicable regulations or laws.
5. The Agency will ensure that all persons who are issued a User Identification and Password to the BAS-Net abide by this agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
6. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by HAWNY on privacy and confidentiality policies and BAS-Net. Employees must demonstrate mastery of that information prior to activation of their User License. The Agency will notify the BAS-Net/HMIS Coordinator at HAWNY when a staff member with a User ID and Password leaves the Agency within ten (10) business days of the staff member's last day
7. The Agency agrees that those granted Agency Administrator system access must first become a BAS-Net Agency Administrator through training provided by Bowman Internet Systems or HAWNY, trainers and consent to the Agency Administrator user guidelines.
8. 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.

II.3. Custody of Data

Client data is the most valuable and sensitive component of BAS-Net. These policies will ensure integrity and protect Client data from accidental or intentional unauthorized modification or disclosure.

1. The Agency understands that Client data will be encrypted at the server level using encryption technology.

2. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located at Bowman Internet System, Inc. offices at 400 Travis Street, Suite 1900, Shreveport, LA 71101.
3. The Agency acknowledges, and HAWNY agrees, that the Agency retains ownership over all information it enters into BAS-Net.
4. If this Agreement is terminated, HAWNY 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.
5. In the event that the BAS-Net Project ceases to exist, Partner 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.
6. In the event that HAWNY ceases to exist, the custodianship of the data within BAS-Net will be transferred by HAWNY to another organization for continuing administration, and all BAS-Net Partner Agencies will be informed in a timely manner via Newsflash and mail.

III. Roles and Responsibilities

III.1. HAWNY

1. HAWNY will provide the Agency 24-hour access to BAS-Net data-gathering system, via internet connection.
2. HAWNY will provide one (1) user license to each BAS-Net Agency. Additional user licenses will be provided based on client population and proportional representation. An Agency may purchase additional user licenses under separate contract.
3. HAWNY will provide the Client Consent and Release of Information Authorization form (See: BAS-Net Standard Operating Procedures Manual).
4. HAWNY will provide both initial training and periodic updates with one (1) required training refresher course yearly for core Agency Staff regarding the use of BAS-Net.
5. HAWNY will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation) in accordance with standard operating procedures and technical assistance that will be periodically updated and published by HAWNY.
6. HAWNY 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, or summary, data within BAS-Net.

7. HAWNY's publication practice will be governed by policies established by its Board and recommended by committees.

III.2. Agency

2.2.1. Agency Administrator

The Agency Administrator will be the main contact for the Agency and matters regarding BAS-Net. The Agency Administrator will be the first contact for user staff for issues concerning BAS-Net before the System Administrator is contacted.

- **Staff:** The Agency Administrator will inform HAWNY within ten (10) business days if a staff user leaves the Agency. HAWNY will need to ensure client security through deleting this staff users' information on BAS-Net. If HAWNY is not informed within ten (10) business days, the agency will receive a warning notification.
 - If replacement staff is hired, the Agency Administrator or staff user will contact HAWNY to obtain a new license. If a second staff user leaves the Agency without proper notification to HAWNY, the Agency license will be subject to a six (6) month probation period.
- **Data Quality:** The Agency Administrator will monitor BAS-Net data quality by ensuring that user staff are entering data in a timely matter and through running required monthly and/or quarterly reports. HAWNY will run a data quality report monthly to determine if data is being entered sufficiently. HAWNY will send data errors to the Agency Administrator. If the errors are continually persistent without improvement in the next three (3) months after HAWNY has made the Agency aware, the Agency's license will be subject to a six (6) month probation period.

The Agency Administrator will oversee that monthly shelter counts are recorded on the last Thursday of every month and promptly sent to HAWNY at the close of the month.

The Agency Administrator will run data quality reports monthly and said reports are to be provided to HAWNY on the second Friday of every month. The Agency Administrator will make sure paper intake reflects BAS-Net intake through documentation and record keeping (See: Data Quality Reports Policy).

- **Inactive Accounts:** Inactive staff user accounts of two (2) months will have their license suspended and possibly revoked by HAWNY. This information will be monitored by HAWNY on a monthly basis to determine if adequate information is entered in an efficient manner. A warning notice will be dispersed to the Agency Administrator to inform of the current situation and the staff user will have a one (1) month probation

period in which HAWNY will actively watch the staff users' usage. If usage of BAS-Net does not increase after the probation period, the staff users' license will be revoked.

- **Training:** The Agency Administrator and HAWNY will determine training dates for required refresher trainings. The refresher trainings are mandatory once per year, and/or as frequently as needed. Refresher trainings will include all user staff and Agency Administrator. Trainings can occur on a one-to-one basis or in a group setting of a maximum of three (3) to four (4) people.
- **Licenses:** The Agency Administrator will be notified in writing if a user license or the Agency Agreement license will be terminated. The Agency Administrator will be given prior warning if there is a violation of the agreement and policies.
 - An Agency Partner Agreement license will be subject to a six (6) month probation if more than one staff user has left the agency and HAWNY was not properly notified (See: Section I: Staff).
 - A staff user license will be terminated if the license is not used for two (2) months. At that time, the license will be revoked and the agency will have to wait thirty (30) days to request a new license.
 - A staff user license will be revoked if the user does not attend the yearly required refresher trainings during the annual Agency Agreement period (See: User License Policy).

IV. Operating Procedures

IV.1. Project Participation

The Agency participating in BAS-Net shall commit to abide by the governing principles of BAS-Net and adhere to the terms and conditions of this partnership in the Agency Partnership Agreement.

4.1.1. Confirm Participation

- The Agency shall confirm their participation in BAS-Net by submitting the Agency Partnership Agreement to the BAS-Net System Administrator.

4.1.2. Terminate Participation

4.1.2.1. Voluntary

- The Agency shall inform the BAS-Net System Administrator in writing of their intention to terminate the Agency Partnership Agreement.

- The System Administrator will revoke access of the Agency staff to BAS-Net and will keep all termination records on file with the associated Agency Partnership Agreement.

4.1.2.2. Lack of Compliance

- When the System Administrator determines that the Agency is in violation of the terms of the Agency Partnership Agreement, Officers of Partner Agency and HAWNY will work to resolve the conflict.
- If Officers are unable to resolve conflict(s) and it results in termination:
 - The Agency will be notified in writing of the intention to revoke their participation in BAS-Net.
 - BAS-Net System Administrator will suspend access of the Agency to BAS-Net for up to six (6) months.

IV.2. User Authorization & Passwords

1. BAS-Net Users are core staff, including the Agency Administrator who have a specific function and purpose for using and entering data into BAS-Net.
2. The Agency staff participating in BAS-Net shall commit to abide by the governing principles of BAS-Net and adhere to the terms and conditions of the Agency Partnership Agreement.
3. The Agency Administrator must only request user access to BAS-Net for those staff members that require access. All users must have their own user ID and should never be allowed use of a user ID that is not assigned to them. The Agency and staff will utilize BAS-Net for business purposes only. Licenses will only be assigned once staff member has received a HAWNY sponsored training.
4. The Agency will not share assigned User IDs and Passwords to access BAS-Net with any other organization, government entity, business, or individual.
5. 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/or sexual orientation.
6. The System Administrator will confirm that the workstation has and uses a hardware or software firewall. The Agency will keep updated virus protection software on Agency computers that access BAS-Net.
7. The Agency will ensure that at least one (1) email account for the Agency is established and created and can be an accessible means of communication and data sharing between HAWNY and the Agency.

8. When the Agency Administrator identifies a staff member that requires access to BAS-Net, a *Local User Policy, Responsibility Statement, and Code of Ethics Form* will be provided to the prospective user. The staff user must read, understand and sign the form and return it to the System Administrator. A new user ID and temporary password will then be created for the user.
9. If a staff user forgets his or her password or has reason to believe that someone else has gained access to their password, they must immediately notify their Agency Administrator. The Agency Administrator will reset the user's Password and notify the user of the new temporary Password.

IV.3. Collection and Entry of Client Data

Client data will be gathered according to the policies, procedures and confidentiality rules of each individual program. The Agency will only enter into BAS-Net individuals that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the BAS-Net system by entering known inaccurate information.

1. 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.
2. The Agency will enter Client into BAS-Net with the Client's authorization. Clients may refuse to have data entered, at which point the Agency has two options: to create a client anonymously or leave the client out of the system. Any client who refuses to have their information entered into BAS-Net may not be denied services.
3. The Agency will enter data in a consistent manner.
4. The Agency will enter all universal and program data elements defined by HAWNY and required by the U.S. Department of Housing and Urban Development.
5. The Agency will enter Client data into BAS-Net in a timely manner.
 - a. Client identification should be completed during the intake process or as soon as possible following intake and within 72 hours.
 - b. Service records should be entered on the day services began or as soon as possible within the next 72 hours.
 - c. Required assessments should be entered as soon as possible following the intake process and within 72 hours.
6. The Agency will routinely review records it has entered into BAS-Net for completeness and data accuracy.
7. All client data entered into BAS-Net will be kept as accurate and as current as possible.

8. The Agency is responsible for the accuracy, integrity, and security of all data input by said Agency.
9. The Agency will not knowingly enter inaccurate information into BAS-Net.
10. The Agency understands that data quality of Client specific data is essential to the meaningful analysis and accurate reporting of Continua of Care data.
11. The Agency understands that data quality shall be a concern of highest importance and all members of Continua of Care will work continuously to improve quality.
12. If the Agency receives information that necessitates a Client's information be entirely removed from BAS-Net, the Agency will work with the Client to complete a brief statement, which will be sent to the BAS-Net Systems Administrator for de-activation of the Client record.

IV.4. Exiting of Client Data

Client's are to be exited from BAS-Net when they are no longer receiving services from the Agency.

1. The Agency will exit the Client in a timely matter.
 - a. Client exit should be completed within 72 hours.
2. The Agency will re-enter the Client into BAS-Net if the Client leaves and returns at a later date in time.

IV.5. Release and Disclosure of Client Data

Client specific data from BAS-Net may be shared with other Agencies only when the sharing Agency has secured a valid Release of Information from that Client authorizing such sharing, and only during such time that Release of Information is valid (before its expiration). Other non-BAS-Net inter-agency agreements do not cover the sharing of BAS-Net data.

No Client-specific data will be released or shared outside of the Agency unless the client gives written, unless unable to, permission or unless withholding that information would be illegal (see Release of Information).

Release of Information must constitute INFORMED consent. The burden rests with the intake counselor to inform the client before asking for consent. As part of informed consent, a notice must be posted explaining the reasons for collecting the data, the clients' rights, and any potential future uses of the data. An example of such a sign for posting may be found at www.wnyhomeless.org under Forms.

The Agency shall give the Client the print of all data relation to them upon written request and within ten (10) working days.

IV.6. Publication of Reports

1. The Agency agrees that it may only release aggregated, or summary, information generated by BAS-Net that is specific to its own services. Aggregate data that does not contain any Client specific identifying data, including but not limited to, Name, Social Security Number and Address, may be shared with internal and external agents without specific information. This policy should be made clear to Clients as part of the Informed Consent procedure.
2. The Agency shall retain access to identifying and statistical data on the Clients it services.
3. The Agency may make aggregated data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data should not directly identify individual Clients or agencies without expressed permission.
4. HAWNY will use only unidentified, aggregate BAS-Net 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 a program, and to obtain a view of program utilization (See: Data Quality Reports Policy).

IV.7. Server Availability

The System Administrator will strive to maintain continuous availability by design and by practice.

1. Necessary and planned downtime will be scheduled when it will have least impact, for the shortest possible amount of times, and will only come after timely communication to all participants.
2. Bowman Systems often schedules necessary and planned downtime with HAWNY input, but the BAS-Net System Administrator will notify agencies in advance.
3. A user should immediately report unplanned downtime to his or her Agency Administrator.
4. All other procedures for maximizing server availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the System Administrator.

IV.8. Training

The System Administrator shall obtain the commitment of the Agency Administrator and designated staff persons to attend training(s) as specified in the Agency Partnership Agreement between the Agency and HAWNY.

4.6.1. Start-up Training

HAWNY will provide training in the following areas prior to the Agency using BAS-Net:

- Agency Technical Administrator training
- End User Training
- Confidentiality Training

4.6.2. Agency Administrator Training

Training will be done in a group setting of a maximum of three (3) to four (4) people or on a one-on-one basis. Training will include:

- New user set-up
- Assigning Agency within BAS-Net hierarchy
- End user training
- Running package reports
- Creating customized reports

4.6.3. Follow-up Training

HAWNY will provide on-site follow-up training at the Agency. Once the Agency has "gone live," the BAS-Net System Administrator will make on-site visits as needed to ensure that the Agency becomes proficient in the use of BAS-Net.

4.6.4. On-going Training

HAWNY will provide regular training for BAS-Net on an annual required basis. On-going trainings are mandatory for core staff users and Agency Administrators (aka Site Coordinators). Additional training classes will be scheduled as needed on a one-on-one basis or in a group setting with a maximum of three (3) to four (4) people.

IV.9. Compliance

Compliance with these Policies and Procedures is mandatory for participation in BAS-Net.

1. The Agency shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics form signed by Agency staff and the Agency Administrator form (See: BAS-Net Standard Operating Procedures Manual). The User Policy, Responsibility Statement, & Code of Ethics and the Agency Administrator form may be modified by HAWNY as need for the purpose of efficient operation of the BAS-Net system. HAWNY will announce approved modifications to the User Policy, Responsibility Statement & Code of Ethics form in a timely manner via Newsflash.
2. Using the ServicePoint software, all changes to Client data are recorded and will be periodically and randomly audited for compliance.
3. The Agency is responsible for ensuring they meet the Privacy and Security requires detailed in the HUD HMIS Data and Technical Standards.
4. Annually, HAWNY will conduct a thorough review of internal policies and procedures regarding the Agency's usage of BAS-Net (See: "Project Participation" and "User Authorization" sections for procedures to be take for lack of compliance).

IV.10. Technical Support

Support requests include problem reporting, requests for enhancements (features), or other general technical support.

Users shall submit support request to their Service Administrator. Users shall not, under any circumstances, submit requests to software vendor.

HAWNY will only provide support for issues specific to BAS-Net software and systems.

Procedure

1. User creates support request via email or phone to Systems Administrator specifying the severity of the problem and its impact on their works, specific steps to reproduce the problem, and any other documentation that might facilitate the resolution of the problem. User shall also provide contact information and best times to contact.
2. The BAS-Net Administrator may determine that the cause of reported issue is outside the scope of control of BAS-Net software and systems.
3. If System Administrator is unable to resolve the issue, other software or system vendor(s) may be included in order to resolve the issue(s).
4. In cases where issue resolution may be achieved by the end user or staff, the BAS-Net Administrator will provide instructions via email or phone to the Agency Administrator.

IV.11. Changes to This and Other Documents

Policies

HAWNY will guide the compilation and amendment of these Policies and Procedures. Proposed changes may originate from any participant in BAS-Net.

1. When proposed changes originate within the Agency, the Agency Administrator must review and then submit to the System Administrator. The System Administrator will maintain a list of proposed changes.
2. The list of proposed changes will be discussed by HAWNY, subject to line item excision and modification. Results of said discussion will be communicated, along with the amended Policies and Procedures. The revised Policies and Procedures will be identified within the document by the date of the discussion.
3. The Agency's top local official shall acknowledge receipt and acceptance of the revised Policies and Procedures within ten (10) working days of delivery of the amended Policies and Procedures by notification in writing or email to the System Administrator. The Agency Official shall also ensure circulation of the revised document within their agency and compliance with the revised Policies and Procedures.

V. Forms Control

All forms required by these procedures are available in pdf format on the HAWNY website, www.wnyhomeless.org.

VI. Hold Harmless

HAWNY makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold HAWNY 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 BAS-Net; 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.

1. This Agency will hold HAWNY harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, miss-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.
2. HAWNY 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 HAWNY.
3. HAWNY agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of HAWNY.

4. The Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than one million dollars (\$1,000,000). Said insurance policy shall include coverage for theft or damage of the Agency's BAS-Net-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement. The Agency shall list HAWNY as additionally insured in such coverage.

VII. 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 HAWNY.
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, HAWNY may immediately suspend access to BAS-Net 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.

Officer (Please Print)

Date

Signature of Officer

Date

AGENCY

FEIN

STREET ADDRESS

CITY **STATE** **ZIP CODE**

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

STREET ADDRESS

CITY **STATE** **ZIP CODE**

William O'Connell _____

HAWNY Executive Director (Please Print)

Date

Signature of HAWNY Executive Director

Date

Homeless Alliance of Western New York _____

AGENCY

FEIN

286 Lafayette Avenue _____

STREET ADDRESS

Buffalo _____ New York _____ 14213 _____

CITY

STATE

ZIP CODE