Appendix C: *CHO NYC HMIS Participation Agreement*

This form must be completed and signed by each Contributing HMIS Organization and submitted to DSS annually.

by and between
New York City Department of Social Services
and
Contributing HMIS Organization (CHO) Name: _____

THIS HOMELESS MANAGEMENT INFORMATION SYSTEM ORGANIZATION PARTICIPATION AGREEMENT (the "Agreement") is made by and between the New York City Department of Social Services (DSS), as the primary coordinating entity for the New York City Coalition on the Continuum of Care Homeless Management Information System (hereinafter "NYC HMIS"), and_____, a nonprofit corporation or organization located at _____ (hereinafter "Organization").

Whereas, the NYC HMIS is a client information system that records the use of housing and services which can use to determine the utilization of services of participating agencies, identifying gaps in the local service continuum and develop outcome measurements.

Whereas, DSS, in partnership with New York City Continuum of Care, is the Lead Agency for the NYC HMIS.

Now, therefore, in consideration of the mutual promises contained in this Agreement, DSS and Organization agree as follows:

I.   Definitions

"Organization" is the Organization named in this Agreement.

"Client" is a consumer of services provided by or through the Organization.

"Contributing HMIS Organizations (CHO)" are all the Agencies participating in NYC HMIS.

"Data Warehouse" is the central repository of client level data from the CHOs.

"Participating Project" means a project operated by a Contributing HMIS Organization (CHO) which records data elements regarding clients served and uploads these data elements through agreed upon means to the Data Warehouse operated by the Lead HMIS Agency.

"Project-level HMIS-compliant system" is defined as a client management information system operated by a project that allows the project to collect the minimum required data elements and to meet other established minimum participation thresholds as set forth in CHO HMIS Participation Agreements.

II.   Conditions for NYC HMIS Participation

The Organization agrees to abide by the most current NYC CCoC HMIS Policies and Procedures approved and adopted by the NYC CCoC, incorporated by reference, except as stated in **Section III. Exceptions**. These include: privacy, security, client consent and data entry requirements. The Organization also agrees to assure that all employees and agents comply with these policies. The "New York City CCoC HMIS Policies and Procedures" can be obtained online at www.nychomeless.com.

The Organization indicates cooperation with the NYC CCoC HMIS Policies and Procedures for all participating projects through annual certified compliance with the Administrative and Software Certification Checklist, attached hereto as **Appendix D. Administrative and Software Certification Checklist** and incorporated by reference, and Annual Security Certification Checklist or certification of no change, attached hereto **as Appendix E. Security Certification Checklist** and incorporated by reference. A list of participating projects for the Organization is provided in Appendix D.

The Organization shall appoint a CHO HMIS Administrator responsible for all duties specified in Appendix D. The Organization shall appoint a CHO HMIS Security Contact responsible for all duties specified in Appendix E.

III.   Exceptions

Organization has indicated in Appendix D or E of this Agreement that it does not, at the time of execution of this Agreement, meet all requirements for participation in the NYC HMIS. Consistent with NYC CCoC Policies and Procedures, Organization shall resolve the issues not later than the date(s) indicated in Appendix D and E and shall re-submit an updated Appendix D and/or E, as applicable.

IV.   Rights and Responsibilities of Parties
As stated in the Memorandum of Understanding (MOU), as the Lead HMIS Agency, DSS has the following responsibilities:
a)   Governance and Reporting
b)   Planning and Policy Development
c)   Grant Administration
d)   HMIS Lead System Administration
e)   End User Administration
f)   Data Quality and Compliance Monitoring
g)   Conducting Security, Privacy and Data Quality trainings
h)   Ensuring HMIS is operating in accordance with these Policies and Procedures

CHOs are responsible for:
a)   Self-certifying compliance with these policies and procedures
b)   Remediation for non-compliant systems
c)   Collecting and uploading data to the NYC HMIS as per these policies and procedures
d)   Ensuring End Users of the project level HMIS compliant system are adhering to the privacy and confidentiality requirements
e)   Training CHO End Users on CHO's Project-level HMIS-compliant system
f)   Notifying DSS within 15 days if any HMIS data warehouse end user needs to be deactivated.

V.   Oversight and Sanctions
The HMIS Lead Agency will monitor CHO compliance with these policies and procedures and can verify CHO self-certifications via site visits.

VI.   Other Terms and Conditions
DSS shall not be liable to the Organization for any services, hardware, or software associated with the operation of any project-level HMIS-compliant system except as specified above.

DSS shall not be liable to Organization for any cessation, delay, or interruption of any Data Warehouse services, nor for any malfunction of Data Warehouse software.

This Agreement shall be in force from the execution date for a period of one year or until terminated in writing by either party. Without limiting the generality of the foregoing or the right of DSS to terminate this Agreement for any reason, DSS may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

IN WITNESS WHEREOF, DSS and Organization have executed this Agreement by their respective duly authorized representatives.

NYC Department of Social Services (DSS)

By: _____ Title: _____ Date: _____

ORGANIZATION: _____

    [Insert Organization name]

    By: _____ Date _____

    Printed Name: _____

    Title or Capacity: _____

    NYC HMIS Rev. 10/16/2019