



## **AGENCY PARTICIPATION AGREEMENT**

*For Service Point Homeless Information System*

ServicePoint is a web-based information management system for recording and sharing information on services provided to homeless consumers in Amarillo's Continuum of Care service area.

The Primary Coordinating Organization (PCO) for the Amarillo Homeless Management Information System (AHMIS) is the City of Amarillo Community Development Administrator and the System Administrator (SA) is the City of Amarillo Community Development Department. The SA is the primary communications coordinator between the PCO and Participants. In this agreement, "Participant" is an agency that uses ServicePoint; "Client" is a consumer of services provided by the "Participant" agency.

This agreement is between the City of Amarillo ("City") and the undersigned Participant.

1. Operating Policies: Each Participant agrees to follow and comply with the User Policies and Procedures (Attachment A) and the Guiding Principles (Attachment B), each of which may be modified as therein provided.

2. Technical Support: The SA will provide continuing technical support as related to the ServicePoint system within AHMIS budgetary constraints. Participant will identify staff who will use the system and receive user licenses. If a Participant terminates this agreement, Participant shall promptly return any licenses or documentation to the SA.

Bowman Systems Inc. shall operate and maintain the network server, software, telephone lines and any other network or communication devices at the host site which is necessary for the proper functioning of the ServicePoint system. Participant shall provide and maintain its own telephone lines or high-speed connection to the Internet.

3. Training: The SA and the PCO shall assure the provision of training for Participant staff in the use of ServicePoint. They will provide training updates, as necessary and reasonable due to staff changes and changes in technology. Participant's staff will attend on-going training on Service Point as it relates to recipient rights.

4. Data: Any client data created or entered into ServicePoint by Participant is accessible by Participant. Participant is bound by all restrictions placed upon the data by the client of Participant. Participant must close the elements of a ServicePoint record that are restricted as requested by the client. Participant must also keep the General and Specific Release of Information forms (as needed) signed by each client entered in ServicePoint as an open case to be shared with other Participants. A Participant shall not knowingly enter false or misleading data under any circumstances. Participant shall provide the SA with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the SA shall provide to the Participant a copy of their client data. Copy shall be in both machine-readable and hardcopy form. Nonetheless, the SA and other Participants shall have the right of use of all client data previously entered by the terminating Participant. This use is subject to restrictions requested by the client.

5. Confidentiality of Information: Participant understands that participation in the ServicePoint system will make confidential information in the Client Profile available to other Participants as outlined in the User Policies and Procedures (Attachment A.) It is the responsibility of Participant to observe all applicable laws and regulations regarding client confidentiality. Only when required by law or when client specific data is approved for release by the client and properly recorded by the Participant shall such data be accessible to other Participants or made available in reports.

If the Client Information Release Authorization Forms (both general and specific) are withdrawn by a client of Participant, Participant maintains an ongoing responsibility to make that client's information unavailable to all other Participants. When Participant withdraws from the ServicePoint system Participant must notify the SA of the withdrawal, and the SA will assure that all of Participant's clients' information in ServicePoint has been promptly closed to sharing with all other Participants.

Aggregate data may be made available by the PCO to other entities for funding or planning purposes pertaining to providing services to the homeless. Data released by the PCO must never directly identify individual clients.

7. Transferability: No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation or in any other manner, unless the System Administrator grants approval.

8. Mutuality: This agreement applies to, amongst and between Participant, the SA, and the City of Amarillo.

9. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the ServicePoint system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and that this agreement creates no rights in any third party.

Participant shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from Participant's negligent, gross negligent, or intentional acts or omissions under this agreement

10. Limitation of Liability: The City of Amarillo shall not be liable to Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond the reasonable control of the SA and, or is the fault of independent contractors hired by the SA and, or the PCO for servicing of pertinent equipment, devices, software or hardware. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the SA or the PCO, and other Participants.

11. Disclaimer of Warranties: The City of Amarillo makes no warranties, express or implied, including the warranties or merchantability and fitness for a particular purpose, to Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

12. Term and Termination: The initial term of this agreement is two years. The agreement will automatically renew for additional two-year periods at the expiration of the then current term. Any party may terminate this agreement at any time by giving thirty days written notice to the other party.

13. Amendments and Waivers: This agreement cannot be altered or modified except by a written request signed by Participant and City of Amarillo. No waiver of any right under this agreement is effective except by a written request signed by the Participant and City of Amarillo. No waiver or breach shall be considered a waiver or breach of any other provision of this agreement nor of any subsequent breach or default. Participant shall get notice by the City of Amarillo of any breach or waiver of a breach.

14. Notices: All notices under this agreement must be in writing.

15. Scope of Agreement: This agreement, together with attachments and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.

16. Applicable Law: This agreement is governed by and subject to the laws of the State of Texas. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Potter County, Texas.

17. Records Retention: Participant shall keep sequel copies of all documents referenced above, specifically including but not limited to Client Releases of Information for a period of four (4) years after termination of this Agreement.

**EXTENT OF AGREEMENT**

This **document** represents the entire agreement between the parties and supercedes all prior representations, negotiations or agreements, whether written or oral.

**PARTICIPANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name/Title(Printed)

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

State of Texas  
County of

This instrument was signed and acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_, 2006 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for said County and State

City of Amarillo

By: \_\_\_\_\_ Date: \_\_\_\_\_

Alan M. Taylor, City Manager  
City of Amarillo

**ATTESTED TO**

By: \_\_\_\_\_ Date: \_\_\_\_\_

City Secretary