

CoC and Agency Participation Agreement

Continuum of Care Program Management Information System of the Southeast
Participation Agreement between the CoC and

(Name of Agency)

This agreement is entered into on _____ (mm/dd/yy) between _____ (COC NAME), hereafter known as the CoC, and _____ (Agency name), hereafter known as "Agency," regarding access and use of the CoC Program Management Information System of the Southeast, hereafter known as "PromisSE."

Introduction

PromisSE, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the participating regions of the Southeast to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-Agency agreements, on common clients.

PromisSE's goals are to:

- Improve coordinated care for and services to homeless persons in the PromiSE implementation service area.
- Provide a user-friendly and high quality automated records System that expedites client intake procedures, improves referral accuracy, increases case management and administrative tools, creates a tool to follow demographic trends and service utilization patterns of families and individuals either currently experiencing or about to experience homelessness, and supports the collection of quality information that can be used for program improvement and service-planning.
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and other funders as needed.

In compliance with all State and Federal requirements regarding client confidentiality and data security. PromisSE is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk of being homeless. The CoC administers PromisSE through a contract with HUD.

COC Responsibilities

1. The CoC will provide the Agency 24-hour access to PromisSE data-gathering System via an internet connection, with which the Agency is responsible for maintaining connectivity.
2. The CoC will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted at the participating Agency.
3. The CoC will provide both initial training and periodic updates to that training for core Agency staff regarding the use of PromisSE, with the expectation that the Agency will take responsibility for conveying this information to all Agency staff using the System.
4. The CoC will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 8:30 AM. to 4:30 PM. on Monday through Friday (with the exclusion of holidays) and limited availability after regular hours.

5. The CoC 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 the presentation of aggregated data within the PromisSE database.

Agency Responsibilities

1. The Agency will comply with the PromisSE Homeless Management Information System (HMIS) Operating Policies and Procedures.
2. The Agency will designate and staff one HMIS Agency Administrator who shall abide by the policies and procedures set out in the PromisSE Homeless Management Information System (HMIS) Operating Policies and Procedures.
3. The Agency will designate and staff one HMIS Security Officer who shall abide by the policies and procedures set out in the PromisSE Homeless Management Information System (HMIS) Operating Policies and Procedures.
4. The Agency will ensure that both initial training and periodic updates to that training for core Agency staff regarding the use of PromisSE is completed in accordance with the requirements set out in the CoC Homeless Management Information System (HMIS) Operating Policies and Procedures.
5. Agencies serving clients in more than one CoC must participate in each CoC where clients are located. Participation necessitates that the agency must adhere to each CoC's procedures, policies, participation requirements, etc.

Privacy and Confidentiality

Protection of Client Privacy

1. The Agency will comply with all applicable Federal and State laws regarding the protection of client privacy.
2. The Agency will comply specifically with Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. A general authorization for the release of medical or other information is NOT sufficient for this purpose. Member Agencies shall recognize that Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
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 CoC pertaining to the protection of client privacy.
5. Each Agency will abide by local Laws, which in general terms, require an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The Agency is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and HIV/AIDS.
6. Each Agency will abide specifically by local Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.

Client Confidentiality

1. The Agency agrees to provide a copy of the CoC Privacy Notice (Appendix I) or an acceptable Agency-specific alternative) to each client. The Agency will provide a verbal explanation of PromisSE and arrange

for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the Privacy Notice or associated Consent Form(s).

2. The Agency will not solicit or enter information from clients into the PromisSE database unless it is essential to provide services or conduct evaluation or research.
3. The Agency will not divulge any confidential information received from PromisSE to any organization or individual without proper written consent by the client unless otherwise permitted by applicable regulations or laws.
4. The Agency will ensure that all persons who are issued an End User Identification and Password to PromisSE abide by this Participation Agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
5. The Agency agrees that it will ensure that all persons issued an End User ID and Password complete a formal training on privacy and confidentiality, demonstrate mastery of that information, and sign a PromisSE End User Agreement prior to activation of the End User License.
6. 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.

Inter-Agency Sharing of Information

1. The Agency acknowledges that all forms provided by PromisSE regarding client privacy and confidentiality are shared with the Agency as generally applicable models that may require specific modification in accord with Agency-specific rules. The Agency will review and revise (as necessary) all forms provided by PromisSE to assure that they comply with the laws, rules, and regulations that govern its organization.
2. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agencies in the System. The Agency will document client consent on the PromisSE Client Release of Information Form.
3. If the client has given approval through a completed PromisSE Client Release of Information Form, the Agency may elect to share information with other partnering agencies in PromisSE.
4. The Agency will incorporate a PromisSE release clause into its existing Agency Authorization for Release of Information Form(s) if the Agency intends to share restricted client data within PromisSE. Restricted information, including progress notes and psychotherapy notes about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not be shared with other participating Agencies without the client's written, informed consent. Agencies with visibility set to "closed" may not share "closed" client information without the client's written, informed consent, as well as a fully executed inter-Agency "closed" data sharing agreement.
5. Agencies with which information is shared are each responsible for obtaining, at a minimum, an updated PromisSE Release of Information, before allowing further sharing of client records. The local System Administrator will facilitate any sharing of "closed" data in PromisSE.
6. The Agency acknowledges that the Agency itself bears primary responsibility for oversight of the sharing of all data it has collected via PromisSE.
7. The Agency agrees to place all Client Authorization for Release of Information forms related to PromisSE in a file in a secure location controlled by the Agency and that such forms will be made available to the CoC for periodic audits. The Agency will retain these PromisSE-related Authorizations for Release of Information forms for a period of 7 years from the date of creation, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

8. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

Custody of Data

1. The Agency and the CoC understand that the Agency and the CoC as an administrator are custodians – NOT owners - of the data.
2. In the event that the PromisSE Lead Agency ceases to exist, Member 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 on the centralized server will be purged or appropriately stored.
3. In the event that the CoC ceases to exist, the custodianship of the data within PromisSE will be transferred to another authorized organization for continuing administration, and all PromisSE Member Agencies will be informed in a timely manner.

Data Entry and Regular Use of PromisSE

1. The Agency will not permit End User IDs and Passwords to be shared among End Users.
2. If a client has previously given the Agency permission to share information with multiple agencies (beyond basic identifying information and non-restricted service transactions), and then chooses to revoke that permission with regard to one or more of these agencies, the Agency will contact its partner Agency/agencies and explain that, at the client's request, portions of that client record will no longer be shared. The Agency will then “lock” those portions of the record impacted by the revocation to the other Agency or agencies.
3. If the Agency receives information that necessitates a client’s information be entirely removed from the PromisSE, the Agency will work with the client to complete a brief Delete Request Form, which will be sent to the CoC for de-activation of the client record.
4. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Permanent Housing Program, Permanent Supportive Housing Program, Supportive Services Program, Transitional Housing Program, Safe Haven Program, Joint Transitional Housing and Rapid Rehousing Program, Housing Opportunities for Persons with HIV/AIDS Program, or Emergency Shelter Grant Program.
5. The Agency will enter data in a consistent manner and will strive for real-time, or close to real-time, data entry.
6. The Agency will routinely review records it has entered in PromisSE for completeness and data accuracy. The review and data correction process will be made according to PromisSE published Data Quality Policies and Procedures.
7. The Agency will not knowingly enter inaccurate information into PromisSE, with the exception of specific clients for which the agency is permitted to input coded data into the System.
8. The Agency acknowledges that with a current standard PromisSE Client Release of Information form on file, it can update, edit, and print out a client's information. Once the PromisSE Client Release of Information expires, the Agency can no longer edit or print the record.
9. The Agency acknowledges that once that Client Release of Information expires, any new information entered into the database will be closed to sharing until a new Client Release of Information is signed. Information entered before the date of the expired release will continue to be available to the sharing partners.
10. The Agency acknowledges that a modified Agency Authorization to Release Information form, with a PromisSE clause, permits it to share restricted client information with select agencies in compliance with the Agency’s approved Confidentiality Policies and Procedures.

11. The Agency will prohibit anyone with an Agency-assigned End User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.
12. The Agency will utilize PromisSE for business purposes only.
13. The Agency will keep updated virus protection software on Agency computers that access PromisSE.
14. Transmission of material in violation of any United States Federal or State regulations is prohibited.
15. The Agency will not use PromisSE with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
16. The Agency agrees that PromisSE or the local Continuum of Care PromisSE Planning Committee may convene local or regional End User Meetings to discuss procedures, updates, policy and practice guidelines, data analysis, and software/ hardware upgrades. The Agency will designate at least one specific Staff member to regularly attend End User Meetings.
17. Notwithstanding any other provision of this Participation Agreement, the Agency agrees to abide by all policies and procedures relevant to the use of PromisSE that the CoC publishes from time to time

Publication of Reports

1. The Agency agrees that it may release only aggregated information generated by HMIS that is specific to its own services.

Database Integrity

1. The Agency will not share assigned End User IDs and Passwords to access PromisSE with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of PromisSE in any manner. Any unauthorized access or unauthorized modification to the System information or interference with normal System operations will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

Hold Harmless

1. The CoC makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the CoC 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 PromisSE; 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 the CoC harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, misdeliveries, or service interruption caused by WellSky, 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. The CoC 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 the CoC. The CoC agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the CoC.
2. It is the responsibility of each Agency to maintain a current insurance policy that is sufficient to cover theft of or damage to ALL PromisSE -related hardware and software.

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 the CoC.

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 occurs if allegations or actual incidences arise regarding possible or actual breaches of this agreement. Should such situations arise, the PromisSE System Administrator may immediately suspend access to PromisSE 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.
5. The parties agree that the CoC, Inc. is a third-party beneficiary of this contract and may enforce the terms and provisions of this contract as applicable.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

CoC Name

Agency Name

CoC Address

Agency Address

CoC Representative Printed Name

Agency Representative Printed Name

CoC Representative Title

Agency Representative Title

CoC Representative Signature

Agency Representative Signature

Date (mm/dd/yy)

Date (mm/dd/yy)

ASSURANCE

_____ (Name of Agency) assures that the following fully executed documents will be on file and available for review.

- The Agency's official Privacy Notice for PromisSE clients.
- Executed PromisSE Client Release of Information forms.
- Executed Agency Authorizations for Release of Information as needed.
- Certificates of Completion for required training for all PromisSE System End Users.
- A fully executed End User Agreement for all PromisSE System End Users.
- A current Agency-Specific PromisSE Policy and Procedure Manual.

By: _____

Title: _____