

## **Appendix I: Sample Agency Participation Agreement**

# **Continuum of Care Clearinghouse/Homeless Management Information System**

## **Partnership Agreement**

### **Between**

**Community Council of Central Oklahoma, Inc.**

### **and**

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This agreement is entered into on \_\_\_\_\_(d/m/y) between Community Council of Central Oklahoma, Inc., hereafter known as the “Council,” and \_\_\_\_\_(agency name), hereafter known as “Agency,” regarding access and use of the Continuum of Care Clearinghouse, hereafter known as the “Clearinghouse.”

## **I. Introduction**

The Clearinghouse is a shared homeless database that allows authorized personnel at Clearinghouse Member Agencies throughout Oklahoma City to share information on common clients. Goals of the Clearinghouse include: ability to expedite client intake procedures, improved referral accuracy, increased case management and administrative tools, and the creation of a tool to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness or those families and individuals on the verge of homelessness.

The project is administered by the Council, the area’s leading health and human services planning agency. The Council houses the central server that hosts the Clearinghouse and limits access to the database to Member Agencies participating in the project. The Council intends to protect Clearinghouse data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure, or destruction, and the Council does this by utilizing a variety of methods to guard the data.

Ultimately, when used correctly and faithfully by all involved parties, the Clearinghouse is designed to benefit multiple stakeholders, including the community, homeless service agencies, and the consumer of homeless services, through a more effective and efficient service delivery system.

## **II. Confidentiality**

- A. The Agency will uphold relevant Federal and State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws. A client is anyone who receives services from the Agency and a guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.
  - 1. The Agency will 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 regulation prohibits 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 that Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
3. The Agency will abide specifically by Oklahoma State law, which in general terms requires 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.
4. The Agency will abide specifically by Oklahoma Title 43A, 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.
5. The Agency will provide a verbal explanation of the Clearinghouse and 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(s).
6. The Agency will not solicit or input information from clients into the Clearinghouse unless it is essential to provide services or conduct evaluation or research.
7. The Agency will not divulge any confidential information received from the Clearinghouse to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
8. The Agency will ensure that all persons who are issued a User Identification and Password to the Clearinghouse within that particular agency abide by this Partnership Agreement, including the confidentiality rules and regulations. The Agency will ensure that each person granted Clearinghouse access at the Agency receives a Clearinghouse operational manual.<sup>10</sup> This manual will include information on how to use the Clearinghouse as well as basic steps to ensure confidentiality. The Agency will be responsible for managing any of its own requirements that individual employees comply with Clearinghouse confidentiality practices, such as having employees sign a consent form stating their understanding of and agreement to comply with Clearinghouse confidentiality practices.<sup>11</sup> It is understood that those granted Agency Administrator access within each Clearinghouse agency must become a Certified Clearinghouse Agency Administrator through training provided by the Council.

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<sup>10</sup> One copy of the original and updates are provided by the Council.

<sup>11</sup> Sample form provided by the Council.

9. The Agency understands that the file server—which will contain all client information, including encrypted identifying client information—will be physically located in a locked office with controlled access at the offices of the Council, 21 East Main Street, Suite 101, Oklahoma City, OK 73104–2400.
- B. The Agency agrees to maintain appropriate documentation of client consent or guardian-provided consent to participate in the Clearinghouse.
1. The Agency understands that informed client consent is required before any basic identifying client information is entered into the Clearinghouse for the purposes of interagency sharing of information. Informed client consent will be documented by completion of the standard Clearinghouse Client Authorization to Release and Exchange Basic Information for the Clearinghouse form.<sup>12</sup>
  2. The Client Authorization form mentioned above, once completed, authorizes basic identifying client data to be entered into the Clearinghouse, as well as nonconfidential service transaction information. This authorization form permits basic client identifying information to be shared among all Clearinghouse Member Agencies and nonconfidential service transactions with select Clearinghouse Member Agencies, based on relevance.
  3. If a client denies authorization to share basic identifying information and nonconfidential service data via the Clearinghouse, identifying information shall only be entered into the Clearinghouse if the client information is locked and made accessible only to the entering agency program, therefore, precluding the ability to share information. A second option for agencies and clients, when clients do not provide authorization to share data, is to use the anonymous client function. If either of these choices is not selected, the Clearinghouse will not be used as a resource for that individual client and her/his dependents.
  4. The Agency will incorporate a Clearinghouse Clause into existing Agency Authorization for Release of Information form(s) if the Agency intends to input and share confidential client data with the Clearinghouse. The Agency's modified Authorization for Release of Information form(s) will be used when offering a client the opportunity to input and share information with the Clearinghouse beyond basic identifying data and nonconfidential service information. The Agency will communicate to the client what information, beyond basic identifying data and nonconfidential services will be shared if client consent is given. The Agency will communicate to the client that while the Agency can restrict information to be shared with select agencies, those other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the Clearinghouse Partnership Agreement. Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records. The Council will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is between agencies.
  5. If a client denies authorization to have information beyond basic identifying data and beyond nonconfidential service transactions both entered and shared among the Clearinghouse, then this record must be locked and made available only to the entering agency program, therefore, precluding the ability to share information. A second option for agencies and clients when clients do not provide authorization to share data, is to use the anonymous client function. If either of these choices is not selected, the

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<sup>12</sup> See attached

Clearinghouse will not be used as a resource for information beyond basic identifying data and beyond nonconfidential service transactions for that individual client and her/his dependents.

6. The Agency agrees to place all Client Authorization for Release of Information forms related to the Clearinghouse in a file to be located at the Agency's business address and that such forms be made available to the Council for periodic audits. The Agency will retain these Clearinghouse related Authorization for Release of Information forms for a period of 5 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
  7. The Agency understands that in order to update, edit, or print a client's record, the Agency must have on file a current authorization from the client as evidenced by a completed standard Clearinghouse Authorization to Release form pertaining to basic identifying data, and/or a modified Agency form with a Clearinghouse Clause pertaining to confidential information.
  8. The Agency understands the Council does not require or imply that services be contingent upon a client's participation in the Clearinghouse.
- C. The Agency and Council understand the Clearinghouse Project, and the Council as administrator, are custodians of data and not owners of data.
1. In the event the Clearinghouse Project 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. Then, the information collected by the centralized server, located at the Council will be purged, or stored. If the later occurs, the data will remain in an encrypted and aggregate state.
  2. In the event the Council ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all Clearinghouse Member Agencies will be informed in a timely manner.

### **III. Data Entry and/or Regular Use**

- A. User identification and passwords are not permitted to be shared among users.
- B. If an Agency has access to a client's basic identifying information, nonconfidential service transactions, and confidential information and service records, it will be generally understood that a client gave consent for such access. However, before an agency can update, edit, or print such information, it must have informed client consent, evidenced by a current standard Clearinghouse Authorization to Release form in writing pertaining to basic identifying data and/or an Agency-modified form with a Clearinghouse Clause pertaining to confidential information.
- C. If a client has previously given permission to multiple agencies to have access to her/his information, beyond basic identifying information and nonconfidential service transactions, and then chooses to eliminate one or more of these agencies, the Agency at which such desire is expressed will contact its partner agency/agencies with whom the client previously granted permission for information exchange and explain that the record, or portions of the record, will no longer be shared at the client's request. The agency where the request is made will then either close the entire record, or simply lock out portions of the record to the other agency or agencies.

- D. In the event that a client would like to rescind consent to participate in the Clearinghouse completely, the agency at which her/his desire is expressed, will work with the client to complete a brief form,<sup>13</sup> which will be sent to the System Administrator to inactivate the client.
- E. The Agency will only enter individuals in the Clearinghouse that exist as clients under the Agency's jurisdiction.
- F. The Agency will not misrepresent its client base in the Clearinghouse by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).
- G. The Agency will consistently enter information into the Clearinghouse and will strive for real-time, or close to real-time, data entry.
- H. The Agency understands that with a current standard Clearinghouse Authorization for Release form on file, it can update, edit, and print a client's basic identifying information.
- I. The Agency understands that a modified agency Authorization to Release Information form, with the added Clearinghouse Clause, permits it to share confidential client information with select agencies.
- J. The Agency understands that assessment screens are only allowed to be edited by the individual that originally enters the data, whether that individual is employed by the Agency or another Member Agency. The Agency will create a separate assessment, as needed, to indicate a change in a client's status, updates, and to edit incorrect information.
- K. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the Clearinghouse.
- L. Offensive language and profanity are not permitted in the Clearinghouse.
- M. The Agency will utilize the Clearinghouse for business purposes only.
- N. The Agency understands the Council will provide initial training and periodic updates to that training to assigned Agency Staff about the use of the Clearinghouse; this information is then to be communicated to other Clearinghouse Staff within the Agency.
- O. The Agency understands the Council will be available for TA within reason (i.e., troubleshooting and report generation). Standard operating hours in which TA will generally be available are 9:30 a.m.–5:30 p.m. on Monday through Friday. Staff can be reached during nonstandard operating hours via pager.
- P. The Agency will keep updated virus protection software on Agency computers that access the Clearinghouse.
- Q. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- R. The Agency will not use the Clearinghouse with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

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<sup>13</sup> Form provided by the Council

- S. The Agency recognizes the Continuum of Care Clearinghouse Committee (Committee) to be the discussion center regarding the Clearinghouse, including Clearinghouse process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate an assigned Clearinghouse Staff member to attend Clearinghouse meetings regularly, and understands that the Council will continue to be responsible for coordinating Committee activities.

#### **IV. Reports**

- A. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Agency understands that access to data on those it does not serve will be limited to basic identifying information and nonconfidential service data. Therefore, the agency understands that, with rare exception,<sup>14</sup> a list of all persons in the Clearinghouse along with basic identifying information and nonconfidential service data can be generated.
- C. Reports obtaining information beyond basic identifying data and nonconfidential services on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.
- D. The Agency understands that before nonidentifying systemwide aggregate information collected by the Clearinghouse is disseminated to nonClearinghouse Member Agencies, including funders, it shall be endorsed by the Clearinghouse Committee or Data Subcommittee and/or the Council.<sup>15</sup>

#### **V. Proprietary Rights of (insert vendor name) and Database Integrity**

- A. The Agency will not give or share assigned user identification and passwords to access the Clearinghouse with any other organization, governmental entity, business, or individual.
- B. The Agency will not cause corruption of the Clearinghouse in any manner or way. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by the Council or any computer system or network accessed by (insert vendor name), will result in immediate suspension of services and the Council and/or (insert vendor name) will pursue all appropriate legal action.

#### **VI. Hold Harmless**

- A. The Council makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the Council 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 Clearinghouse; or arising from any acts, omissions,

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<sup>14</sup> An example of "rare exception" in which basic identifying information would not be available to all Clearinghouse Member Agencies is if the anonymous client function is used and identifiers such as name, DOB, and Social Security Number are not entered into the system. A second example would be if the basic identifying data and service transactions are locked to only the entering agency, in which case such information would be available only in aggregate form.

<sup>15</sup> The Clearinghouse Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring certain methods of data analysis be utilized.

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 Council harmless for negative repercussions resulting in the loss of data due to delays, nondeliveries, misdeliveries, or service interruption caused by the Agency's or another Member Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. The Council 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 Council.

- B. 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 Clearinghouse-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.

## **VII. Terms and Conditions**

- A. 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.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. 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 breeches of this agreement. Should such situations arise, the Council may immediately suspend access to the Clearinghouse until the allegations are resolved in order to protect the integrity of the system.
- D. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

Use of the Clearinghouse constitutes acceptance of these Terms and Conditions.

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Executive Director's Signature  
Name and Address of Agency:

\_\_\_\_\_  
Date (d/m/y)

\_\_\_\_\_  
Executive Director Printed Name

\_\_\_\_\_  
Date (d/m/y)

\_\_\_\_\_  
Nancy Del Regno

\_\_\_\_\_  
Date (d/m/y)

Executive Director

Community Council of Central Oklahoma, Inc.

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