

# **ShelterLink Agency Partner Agreement**

ShelterLink ServicePoint is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans and records the use of housing and services that communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measures.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth for a ServicePoint account for the agency.

ShelterLink ServicePoint is the primary coordinating Agency and the system administrator. In this Agreement, “Partner Agency” is an agency participating in ServicePoint, “Client” is a consumer of services, and “Agency” is the agency named in this agreement.

## **I. Confidentiality**

The Partner Agency shall uphold relevant federal and state confidentiality regulations and laws that protect client records and the agency shall only release client records with written consent by the client, unless otherwise provided for in the regulation.

- A. The Partner Agency shall 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 rules prohibit 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 Partner Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients. A copy of 42 CFR Part 2 can be found at [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/42cfr2\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr2_02.html).
- B. The Partner Agency shall provide a verbal explanation of the ServicePoint database and the terms of consent and shall 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.

- C. The Partner Agency agrees not to release any confidential information received from the ServicePoint database to any organization or individual without proper Client consent.
- D. The Partner Agency shall maintain appropriate documentation of Client consent to participate in the ServicePoint database.
- E. The Partner Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for ServicePoint receive basic confidentiality training.
- F. The Partner Agency understands that the Client data will be encrypted at the server level using encryption technology.
- G. The Partner Agency understands the file server, which will contain all Client information, including encrypted identifying client information, will be located with ServicePoint's server at Bowman Internet Systems Inc., 400 Travis Street, Suite 1900, Shreveport, LA 71101.
- H. The Partner Agency shall not be denied access to Client data entered by the Partner Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the ServicePoint system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
- I. If this Agreement is terminated, ShelterLink and remaining Partner Agencies shall maintain their right to the use of all client data previously entered by the terminating Partner Agency. This use is subject to any restrictions requested by the client.
- J. The Agency will utilize the ServicePoint Client Consent/Information Release form for all clients providing information for the ServicePoint database. The Client Consent/Information Release form, once signed by the client, authorizes client data to be entered into the ServicePoint database and authorizes information sharing with ServicePoint Partner Agencies as to the extent allowed by the Client. If the client does not sign the Client Consent Information Release Form, the client data may still be entered into ServicePoint but is not to be shared outside of the agency providing the service.
- K. If a client withdraws consent for release of information, the Partner Agency remains responsible to ensure that client's information is unavailable to all other Partner Agencies.

- L. The Partner Agency shall keep signed copies of the Client Consent Form/Information Release forms for ServicePoint for a period of three years after the last date of client service.
- M. ShelterLink ServicePoint does not require or imply that services must be contingent upon a client's participation in the ServicePoint database. Services should be provided to clients regardless of ServicePoint participation provided the clients would otherwise be eligible for the services.

## **II. ServicePoint Use and Data Entry**

- A. The Partner Agency shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics. Modifications to the User Policy, Responsibility Statement & Code of Ethics may be modified as needed for the purpose of the smooth and efficient operation of the ServicePoint system. ShelterLink ServicePoint will announce approved modifications in a timely manner via email and NewsFlash in ServicePoint.
  - 1. The Partner Agency shall only enter individuals in the ServicePoint database that exist as clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the ServicePoint database by entering known, inaccurate information.
  - 2. The Partner 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.
- B. The Partner Agency shall consistently enter information into the ServicePoint database and will strive for real-time, or close to real-time data entry.
- C. The Partner Agency will not alter information in the ServicePoint database that is entered by another agency with known, inaccurate information. (i.e. agency will not purposefully enter inaccurate information to over-ride information entered by another agency). If the Partner Agency discovers inaccurate information entered another agency, the Partner Agency will contact the ShelterLink Systems Administrator to correct the inaccurate information.
- D. The Partner Agency shall not include profanity or offensive language in the ServicePoint database.

- E. The Partner Agency shall utilize the ServicePoint database for business purposes only.
- F. ShelterLink ServicePoint will provide initial training and periodic updates to that training to select agency staff on the use of the ServicePoint software.
- G. ShelterLink ServicePoint will be available for technical assistance within reason (i.e. troubleshooting and report generation) related to software operating issues.
- H. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- I. The Partner Agency shall not use the ServicePoint database with intent to defraud federal, state or local government, individuals or entities, or to conduct any illegal activity.
- J. The Partner Agency shall immediately notify the ShelterLink Systems Administrator of any status changes for Agency HMIS users to ensure the timely activation or deactivation of user accounts.

### **III. Reports**

- A. The Agency shall retain access to identifying and statistical data on the individual clients it serves.
- B. The Partner Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.
- C. ShelterLink ServicePoint may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual clients.
- D. ShelterLink ServicePoint will use only unidentified, aggregate ServicePoint data for advising homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

### **IV. Proprietary Rights of Bowman Internet Systems**

- A. The Partner Agency shall not give or share assigned passwords and access codes of the ServicePoint database with any other Agency, Business, or individual.
- B. The Partner Agency shall not cause in any manner, or way, corruption of the ServicePoint database in any manner.

**V. Terms and Conditions**

- A. Neither ShelterLink ServicePoint nor the Partner Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- B. This agreement shall be in force until revoked in writing by either party provided funding is available.
- C. This agreement may be terminated by either party with 30 days written notice.

**ShelterLink ServicePoint Agency Partner Agreement**

\_\_\_\_\_  
Signature of Executive Director \_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City VA \_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Mailing Address – Leave Blank if same as above

\_\_\_\_\_  
City VA \_\_\_\_\_  
Zip Code

\_\_\_\_\_  
The Planning Council

\_\_\_\_\_  
Signature of Suzanne Puryear, President \_\_\_\_\_  
Date