



Community Alliance, Management Information Systems Department
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Management Information System Memorandum of Agreement Contract For Data Entry provided by CAFTH, MIS Department

MSCCOC-MIS 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 which communities can use to determine the utilization of service of participating Agencies, identify gaps in the local service continuum and develop outcome measurements.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a MSCCOC-MIS account can be established for the Agency.

Community Alliance for the Homeless (CAFTH) in conjunction with the Continuum of Care (CoC) are the primary coordinating Agencies. CAFTH shall be the system administrator. In this Agreement, "Partner Agency" is an Agency Participating in MSCCOC-MIS, "Client" is a consumer of services and "Agency" is the Agency named in this agreement.

I. Confidentiality

- A. The 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 regulations.
 1. The Agency shall abide specially 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 Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
 2. The Agency shall abide specially with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all rules and regulations promulgated pursuant to authority granted therein (collectively and collectively with HIPAA, the "HIPAA Regulations," and including, but not limited to, those set forth in 45 C.F.R §§ 160-164 (2003), all as supplemented, replaced and amended from time to time). The Agency shall also comply with the Tennessee AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Tennessee Department of Public Health promulgated under it, the Tennessee Domestic Violence Act (750 ILCS 60 et seq.) and the Tennessee Mental Health and Developmental Disabilities Confidentiality ACT (740 ILCS 110 et seq.), in addition to any other State law regulating the privacy and confidentiality of personal information.

3. The Agency shall provide a verbal explanation of the MSCCOC-MIS 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.
4. The Agency **shall not** solicit or input information from Clients into the MSCCOC-MIS database unless it is essential to provide services, or to conduct evaluation or research.
5. The Agency agrees not to release any confidential information received from the MSCCOC-MIS database to any organization or individual without proper Client consent.
6. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for MSCCOC-MIS receive basic confidentiality training.
7. The Agency understands that the file server will contain all Client information.
8. The Agency shall maintain appropriate documentation of Client consent to participate in the MSCCOC-MIS database.
9. The 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 MSCCOC-MIS all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
10. If this Agreement is terminated, the CAFTH 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.
11. The Agency will utilize the MSCCOC-MIS Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the MSCCOC-MIS database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the MSCCOC-MIS database and authorizes information sharing with MSCCOC-MIS Partner Agencies.
12. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is unavailable to all other Partner Agencies.
13. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for MSCCOC-MIS for a period of three years.

CAFTH does not require or imply that services must be contingent upon Client's participation in the MSCCOC-MIS database. Services should be provided to Clients regardless of MSCCOC-MIS participation provided the Clients would otherwise be eligible for the services.

The parties herein desire to enter into a Memorandum of Agreement setting forth the various rights and responsibilities of each of the parties;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. Community Alliance, MIS Department Manager will provide to the Program staff to enter data into MSCCOC-MIS at a minimal of **\$450** annually.
2. The parties understand that the annual cost of administration of the MSCCOC-MIS system is \$365,000 and that it is imperative that all data is reported accurately and often. In the event that the Program does not fulfill its responsibilities of this MOA, the Program understands and agrees that Community Alliance, MIS Department Manager has the right to discontinue these services without refund to the Program.
3. Community Alliance, MIS Department Manager will provide to the Program the necessary reports as needed for grant writing and its Board.
4. As a condition of continued service provided, the Program agrees to provide **Universal Data Elements** for input to the ServicePoint system within one week of the initial contact with the client. The Program also agrees to provide **Program Data Elements** within one week of the client's admittance to the Program, and within one week of any subsequent changes/updates in the information provided. The exception to this agreement is that the Program agrees that in order for Community Alliance to manage and analyze the data promptly and accurately, all universal data and all available program data on clients entering the Program during the last week of each month will be provided no later than the 4th day of the following month. The Program further agrees to update availability of bed space in the ServicePoint system every 24 hours.
5. The Program also agrees to institute quality control measures to ensure that the data is complete. Complete is defined as: all **Universal Data Elements** (name, social security number, date of birth, ethnicity and race, gender, veteran status, disabling condition, residence prior to program entry, zip code of last permanent address, program entry date, program exit date, housing status) and **Program Data Elements** (income and sources, non-cash benefits, physical disability, HIV/AIDS, mental health, substance abuse, domestic violence, services received, destination, reasons for leaving, employment) correctly provided to corresponding fields creating the full data set critical to generating an accurate Annual Progress Report.
6. The Program understands and agrees that in the event of program expansion, staff change, or other events which may interfere with reporting, the Program will notify Community Alliance, MIS Department Manager immediately.
7. It is understood by the Parties that Bowman Internet Systems agrees to maintain a software firewall on its server used to access the ServicePoint system.
8. Community Alliance and the Program will uphold relevant Federal and State confidentiality regulations and laws that protect client records. A client is defined as anyone who receives services from the Program. A Guardian is one legally in charge of the affairs of a minor or of a person deemed incompetent.
14. The Program and Community Alliance agree that confidentiality of data provided to the Program by clients and entered into the database system is essential. The Program agrees that it has access only to the data generated by its Program and other partnering

Programs with which the Program has a signed agreement. The Program agrees to keep that data confidential as well. The Program acknowledges that it has and follows a confidentiality policy that provides safeguards to insure the confidentiality of all data collected, including safeguards in the event of staffing changes. Said policy includes a provision that absolutely prohibits an authorized user from divulging his or her ServicePoint system password to anyone other than the Programs System Operator, Systems Administrator I, System Administrator II, and/or Community Alliance Service Point Administrator and that requires that passwords are not written down in a location near the computer or kept on the computer. ServicePoint system passwords are non-transferable. The Program agrees to provide a copy of such policy and any future amendments to Community Alliance and such policy and amendments are incorporated herein by reference. The Program will report any breach or suspected breach of confidentiality to Community Alliance within 24 hours of discovery of the breach or suspected breach. Failure to comply with the confidentiality requirements of this paragraph shall be considered substantial non-compliance with this agreement pursuant to paragraph 23.

15. In the event that data from the ServicePoint system are subpoenaed by a Court having jurisdiction over either the Program or Community Alliance, Community Alliance agrees to immediately notify the Program that Community Alliance has received a subpoena for records contained in the ServicePoint system pertaining to the Program.
16. The Program will keep Community Alliance informed at all times of all Program staff, volunteers, and interns authorized to use the ServicePoint system and the level of access appropriate to each. In the event of the departure from the Program of authorized users, the Program shall immediately inform Community Alliance of the departure. Failure to inform Community Alliance of the departure of authorized users within 24 hours shall be considered substantial non-compliance with this agreement pursuant to paragraph 23.
17. Community Alliance will provide training and technical support to the Program in the use of Service Point system, The Program agrees to participate in trainings provided by Community Alliance as appropriate and necessary. Technical support provided by Community Alliance shall be available during normal business hours from Community Alliance' ServicePoint Administrator.
18. Community Alliance will provide instructions to the Program for obtaining technical support during non-business hours and in the event of the unavailability of the Community Alliance ServicePoint Administrator.
19. While suggestions for ServicePoint system enhancements are welcome, upgrades and modifications to the ServicePoint system software, when available, shall be purchased and installed solely at the discretion of Community Alliance.
20. The Parties agree that Community Alliance has access to all data and that Community Alliance can use the aggregate data for the purpose of generating statistical reports. However, Community Alliance and the Program understand and agree that no identifying information for either the individual client or the program or programs included in the reports without the express written consent of all clients or programs

that are so identified. The ServicePoint system developer also has access to all data solely for purposes of program maintenance and customized problem-solving.

21. In the event that the Program is or becomes part of a larger umbrella organization, the Program agrees that it will ensure that no staff, volunteers, or interns for other components of the organization will have access to the ServicePoint system.
22. Community Alliance agrees to run quarterly progress reports for the Program on the 5th of each month following the close of the quarter (April 5th, July 5th, October 5th, and January 5th). The format for these reports will be the same as for the annual progress report. Quarterly progress reports will be distributed to program directors for review and verification of accuracy and completeness.
23. If the Program substantially fails to comply with its' obligations under this agreement, Community Alliance reserves the right to revoke all passwords assigned to the Program until the Program gives adequate assurance that it shall in the future comply with its' obligations.
24. The Program understands that Community Alliance is the administrator and custodian of data and not owners of the data. In the event Community Alliance ceases to exist, the custodianship of the data will be transferred to another non-profit for administration, and all participating Agencies/Programs will be informed in a timely manner.
25. This agreement is subject to availability of funds. In the event that Community Alliance is no longer able to maintain the ServicePoint system, Community Alliance will take all reasonable steps to transfer its license to an entity able to carry out its responsibilities under this contract.
26. This agreement may only be modified in writing signed by both Parties. Any and all verbal amendments or understandings are of no force or effect.
27. The performance of this agreement is subject to any circumstance making it illegal or impossible to provide or use the ServicePoint system, including natural or man-made disasters, war, government regulations, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated for any one of the above reasons by written notice from either party to the other within ten (10) days of learning the basis for termination.

	Emergency Shelter	Year Round Beds Transitional Housing	Permanent Supportive Housing	Seasonal Beds	Overflow Beds
Start Date					
End Date					
Bed Inventory for Singles					
Bed Inventory for Families with Children					
Chronic Homeless Bed Inventory (<i>Permanent Housing Only</i>)					
Unit Inventory					

Agency/Program

Community Alliance for the Homeless
Host Program

Executive Director

Management Information System
Administrator

Date Signed:

Date Signed: