



Community Alliance, Management Information Systems Department
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Management Information System Memorandum of Agreement

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 Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it, the Illinois Domestic Violence Act (750 ILCS 60 et seq.) and the Illinois 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. The Program agrees that it will use the ServicePoint system solely for the purpose of managing its homeless client records and to generate reports consistent with the provisions of this agreement.
2. Community Alliance will provide to the Program _____ user licenses free of charge; thereafter each user license will be available for ~~\$450~~ purchase and an annual fee of ~~\$450~~ per license.
3. The parties understand that the annual cost of administration of the MSCCOC-MIS system is \$41,000 and that it is imperative that all user licenses be fully utilized. In the event that the Program does not fulfill its responsibilities for utilizing the system, the Program understands and agrees that Community Alliance has the right to transfer the user license(s) to another agency or charge prorated fees for non-utilization of license.. If the Program chooses to continue participating in the MSCCOC-MIS system to some degree, the Program will pay for use of the ServicePoint system user licenses in the amount of \$450 per assigned license(s) issued for its' Program.
4. Community Alliance will provide to the Program the necessary software for accessing the ServicePoint system and will assign passwords to users that the Program has authorized to use the ServicePoint system. Community Alliance must approve all passwords and reserves the right to change any or all passwords at any time. Community Alliance will notify the Program of any changes to passwords within 24 hours.
5. The Program agrees to provide a computer and a high-speed internet connection necessary for access to the ServicePoint system.
6. The parties agree that there is no charge to the Program for access to the ServicePoint system.
7. As a condition of continued access to the ServicePoint system, the Program agrees to enter **Universal Data Elements** into the ServicePoint system within 48 hours of the initial contact with the client. The Program also agrees to enter **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 entered into the ServicePoint system 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.
8. 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) and all **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 entered into corresponding fields creating the full data set critical to generating an accurate Annual Progress Report.

9. The Program understands and agrees that in the event of system failure, staff change, or other events which may interfere with reporting, the Program will notify Community Alliance immediately.
10. The Program agrees to purchase, install and update virus software on all computers and/or networks used to access the ServicePoint system. The Program also agrees to update such virus software at least weekly. Failure to comply with the virus software requirement shall be considered substantial non-compliance with this agreement pursuant to paragraph 23.
11. 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.
12. 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.
13. The Parties agree that there are several levels of access to the ServicePoint system. However, only three levels are accessible to the Program and that those levels of access will be assigned by the Program director and/or the Program network administrator as follows:
 - **Resource Specialist I** - Access is limited to the Resource Point module. This role allows the user to search the database of area agencies and programs and view the detail screens for each Agency or Program. Access to client or service records is not given. A Resource Specialist cannot modify or delete data. ***(Not a Program Level)***
 - **Resource Specialist II** - The same access rights as Resource Specialist I. ***(Not a Program Level)***
 - However, this person is considered a Program level I&R Specialist. Agents at the Resource Specialist II level can update information for their own agencies and programs only. ***(Not a Program Level)***
 - **Resource Specialist III** - The same access rights as Resource Specialist II. However, this person is a system-wide I&R Specialist who can update any Program or program information. This access level can also edit the system-wide news. ***(Not a Program Level)***
 - **Volunteer** - Access to Resource Point module. Limited access to Client Point and limited access to service records. A volunteer can view or edit basic demographic information about clients (the profile screen), but is restricted from viewing detailed assessments. A volunteer can enter new client records, make referrals, or check-

in/out a client from a shelter. Normally, this access level allows a volunteer to complete the intake and then refer the client to Program staff or a case manager. **(Not a Program Level)**

- **Program Staff** - Program staff has access to Resource Point, limited access to Client Point, full access to service records and access to most functions in ServicePoint. However, Program Staff can only access basic demographic data on clients (profile screen). All other screens are restricted, including assessments and case plan records. They have full access to service records. Program Staff can also add news items to the newswire feature. There is no reporting access. **(Not a Program Level)**
- **Case Manager II** - Case Managers have access to all features excluding administrative functions. They have access to all screens within Client Point, including the assessments and full access to service records. Case Managers also have access to all but administrative reports.
- **Program Administrator** - Program Administrators have access to all features, including Program level administrative functions. This level can add/remove users for his/her Program and edit their Program and program data. They have full reporting access. They cannot access the following administrative functions: Assessment Administration, Pick list Data, Licenses, Shadow Mode, or System Preferences. **(Not a Program Level)**
- **Agency Admin** - Agency administrators have access to all *ServicePoint* features, including agency level administrative functions. These users can add and remove users to and from their organization, as well as edit their organization's data. They also have full reporting access with the exception of five reports: Client/Service access Information, AHAR Annual Homeless Assessment Report, Duplicate Client Report, Exhibit 1: HUD-40076 (CoC)-M, and Call Record Report. Agency Admins cannot access the following administrative functions: Assessment Administration, Direct access to Admin>Groups, Picklist Data, Admin>Users>Licenses, or System Preferences. Agency Administrators can delete clients that were created by organizations within their organizational tree. They cannot, however, delete clients who are shared across organizational trees. Additionally, Agency Admins can delete needs and services created within their own organizational tree, unless the needs and services are for a shared client.
- **Executive Director** - Same access rights as Program Administrator, but ranked above Program Administrator.
- **System Operators** - System Operators have no access to Client Point or Shelter Point. They have no access to reporting functions, but do have access to administrative functions. The System Operator can set up new agencies, add new users, reset passwords, and access other system-level options. The system operator helps to maintain the system, but does not have access to any client or service records. The system operator can order additional user licenses and modify the allocations of licenses. **(Not a Program Level) Allocated to Community Alliance for the Homeless staff only.**

- **System Administrator I** - Same access rights to client information (full access) as Program Administrator. However, this user has full access to administrative functions. ***(Not a Program Level)***
 - **System Administrator II** - System Administrator II has full and complete access to the system. However, this user does not have the option of choosing a Provider other than the default Provider assigned to their ID. ***(Not a Program Level)***
Allocated to Community Alliance for the Homeless staff only.
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 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 is 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 will be 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.

Agency/Program

Community Alliance for the Homeless
Host Program

Executive Director

Management Information System
Administrator

Date Signed:

Date Signed:

Please complete per Program:

	Emergency Shelter	Year Round Beds Transitional Housing	Permanent Supportive Housing	Seasonal Beds	Overflow Beds
Program Name:					
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					

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