



## **Agency Partnership Agreement Continuum of Care (CRN)**

The Collier County Hunger & Homeless Coalition Lead Agency  
& Community Resource Networks

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 between The Collier County Hunger & Homeless Coalition Lead Agency on Homelessness in Collier County Florida, and \_\_\_\_\_ . The Collier County Hunger & Homeless Coalition, hereafter known as "Lead Agency" and, \_\_\_\_\_ hereafter known as "Partner Agency," regarding access and use of the Lead Agency Community Resource Network, hereafter known as the "CRN". This Agreement is valid for three (3) years from the date listed above. The Partner Agency also agrees to accept referrals from other CoC programs and provide program assistance in the Continuum of Care to assist with the Coordinated Assessment System.

**Please submit as "Attachment A" a list of all current programs.**

### **I. Introduction**

**The Community Resource Network (CRN)** is an on-line web based computerized data collection, searching, sharing, and organizing tool designed to capture client-level information over time on the characteristics and service needs of persons experiencing homelessness within Southwest Florida. The Community Resource Network is the component of Lead Agency the Homeless Initiative for the Continuum of Care, hereafter known as "CRN". The CRN covers the Collier County area. The CRN allows personnel at Partner Agencies who have been authorized by the Lead Agency to input, use, and retrieve information concerning their own clients and to share information, subject to agreements and governmental regulations, on common clients. Through the use of the CRN, The Lead Agency can identify gaps in the local service continuum and develop appropriate community oriented responses to addressing the housing and service delivery needs of persons experiencing homelessness. In addition, Partner Agencies can meet grant reporting requirements and better serve the needs of their clients.

The Lead Agency is granting Partner Agency the right to utilize the CRN, subject to the terms and conditions set forth in this Agreement. The comments and definitions contained in the footnotes in this Agreement are binding and a part of this Agreement. All references to actions taken by or consents or releases to be signed by a "Client" herein shall include the actions, consents, and releases of the Client's guardian, where applicable.

The CRN enables fulfillment of the following goals:

- a. Improved coordinated care for and services to homeless people;
- b. Automated processes to replace manual processes (when practical);
- c. Meeting reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports;
- d. Minimally impacting automated systems of current providers;
- e. Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.);
- f. Delivering timely, credible, quality data about services and homeless people to the community;
- g. Increased CRN participation by homeless providers in the Continuum of Care; and
- h. A user-friendly system for providers and clients.

The Lead Agency provides oversight for the CRN and contracts with Wellsky, the developer, provider, and host of the software that houses the CRN and the associated ART reporting database. The Lead Agency is responsible for granting, and limiting Partner Agencies' access to The CRN database. Utilizing a variety of methods, the Lead Agency intends to protect, to the utmost of its ability, the CRN data from any unauthorized modification, disclosure, corruption, destruction or inappropriate use.



Designed to benefit multiple stakeholders<sup>1</sup>, the CRN, when used correctly and faithfully, will improve knowledge about homeless people--their services and service needs, and may result in a more effective and efficient service delivery system.

## **II. Confidentiality (45 CFR 164.308 ((b))**

A. The Partner Agency and Lead Agency will comply with relevant and governing federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with consent by the client<sup>2</sup>, or the client's guardian<sup>3</sup>, unless otherwise provided for in regulations or laws.

1. The Partner Agency and Lead Agency will abide specifically, when applicable, by federal confidentiality regulations as regarding disclosure of medical, alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of medical, 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. A general authorization for the release of medical or other information is not necessarily sufficient for this purpose. The Partner Agency and Lead Agency understand the federal rules that restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients. It is the responsibility of the Partner Agency to ensure that it remains informed and knowledgeable about all requirements of the rules and regulations governing its activities, and to stay abreast of new rules and regulations and interpretations thereof, and promptly instituting procedures designed to fully comply therewith.

2. The Partner Agency and Lead Agency will abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services. In general, the regulations provide consumers with rights to control the release of medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health information; to obtain an explanation of privacy rights and to be informed about how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

3. The Partner Agency and Lead Agency will abide by Florida State Laws and Federal Laws related to confidentiality and security of domestic violence, medical, mental health and substance abuse information as found in any Florida State Statutes and other relevant statutes, rules and regulations.

A. The Partner Agency will provide an implied consent to clients by posting a client agreement form and may also provide an informed consent by keeping on file signed client agreements, regarding the CRN, as directed by the CRN Policies & Procedures and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the consent. The Lead Agency will ensure and conduct periodic monitoring and reviews with Partner Agencies to enforce informed consent and confidentiality standards as written in the CRN Policies & Procedures manual.

4. The Partner Agency shall display the Privacy Notice poster, which informs Clients of their rights, as directed by the CRN Policies & Procedures manual.



5. Evaluation and research will only use de-identified Client data except in the case when the Partner Agency evaluates and researches its own Clients or in the case where the Partner Agency is a sub grantee and has an agreement in place to share Client data with the grantee. In all cases, the Partner Agency and Lead Agency shall maintain compliance with all state and federal laws regarding research, evaluation and confidentiality of individual client identities.
6. The Partner Agency and Lead Agency will not divulge any confidential information received from or for the CRN to any organization or individual without proper informed consent by the Client (or guardian where appropriate) unless otherwise permitted by relevant regulations or laws.
7. The Partner Agency and Lead Agency will ensure that every person issued a User Identification and Password to the CRN will comply with the following:
  - a. Read, sign and abide by the requirements of the User Policy, Responsibility Statement and Code of Ethics Agreement stating an understanding of, and agreement to comply with CRN confidentiality requirements, policies, and procedures;
  - b. Obtain, read and abide by the CRN Policies & Procedures manual; and
  - c. Register for a unique User I.D. and password and not share or reveal that information with other individuals. A User shall promptly report to Partner Agency and Lead Agency if the confidentiality of such unique User I.D. and password has been or may have been compromised. In such event, a new User I.D. and/or password shall be assigned, and the old one deactivated.
8. The Lead Agency shall ensure that all staff employed by the Lead Agency with access to the Client database will have background checks conducted and receive basic confidentiality training. (45 CFR 164.308 ((a)), ((3)), ((ii)), ((A)))
9. Partner Agency shall conduct background checks and provide basic confidentiality training to all staff, volunteers and other persons issued User IDs and passwords for CRN. Partner Agency shall refer to their personnel policies, current the Lead Agency CRN Policies and Procedures, and current HUD Data and Technical Standards to determine if their staff, volunteers and other persons should be issued User IDs and passwords based on the results of the background check. Failure to pass a criminal background check will result in a CRN License not being issued.
11. The Partner Agency shall ensure that appropriate actions are taken against any person associated with the Partner Agency who violates client confidentiality and/or consent. Appropriate action may include probation, termination, and/or filing of criminal charges by local law enforcement, and prompt remedial action to contain and reverse the damage caused by such violation. The Partner Agency must notify the Lead Agency in writing within three business days if such a violation of client confidentiality and/or consent occurs. The Lead Agency will inquire about any violations as part of the security audit.
12. The Lead Agency shall ensure that appropriate actions are taken against any person associated with the Lead Agency who violates client confidentiality and/or consent. Appropriate action may include probation, termination, and/or filing of criminal charges by local law enforcement, and prompt remedial action to contain and reverse the damage caused by such violation.
13. The Partner Agency and Lead Agency understand that the CRN application is secured by a user authentication process, audit trails, data encryption (45 CFR 164.310 ((a)), ((2)), ((iii))) of at least 128-bit for electronic data submission and data storage in binary and encrypted format. Partner Agency and Lead Agency shall ensure that their respective users do not take any action to compromise, circumvent or overcome such security features, or in any way to interfere with the proper and efficient operation and administration of the CRN. Partner Agency and Lead Agency shall further ensure that its authorized users do not attempt to access or use the CRN in a manner that exceeds their authorized access level.



14. The Partner Agency and Lead Agency understand the server, which contains all Client information, including encrypted identifying Client information, will be located at an appropriate location as determined by Wellsky.

B. The Partner Agency and Lead Agency understand that Wellsky, Lead Agency, and the Lead Agency CRN are custodians of data, and not owners of data.

1. In the event the CRN ceases to exist, and the Lead Agency CRN does not elect to arrange for the migration of the CRN to a different host or platform, the Lead Agency will notify Partner Agency and provide a 60 day time period for the Partner Agency to access and save agency specific client data, statistical data and frequency data from the entire system. Then, the centralized server database will be purged or stored. If the latter occurs, the data will remain in an encrypted state. Stored data may subsequently be used to populate an alternate system for the administration of the CRN or other similar system.

2. In the event the Lead Agency ceases to administer the CRN, and another organization takes over administration of the data, the Lead Agency or its successor agency will inform, in a timely manner, all affected Partner Agencies.

3. If the Partner Agency ceases to exist, it shall notify and work with the Lead Agency to determine the appropriate disposition of Partner Agency's data, including the transfer of the data to a successor agency.

4. If the Partner Agency chooses to withdraw from the CRN, the Partner Agency shall notify the Lead Agency of intended withdrawal date. The Lead Agency shall allow sixty days for the Partner Agency to access and save its specific Client data, statistical data and frequency data from the entire system. The Partner Agency is financially responsible for extracting its data.

5. In the event Wellsky ceases to exist, the Lead Agency will notify Partner Agencies in a timely manner of the expected consequences of this event, and of a substitute service provider, if any. In the event that Wellsky ceases to exist, they have committed to transferring the CRN data to a third-party system. (Includes lines 1-5 45 CFR 164.308 ((a)), ((7)), ((ii)), ((D)), ((E)))

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

A. User Identification and Passwords are not permitted to be shared among users.

B. If a Partner Agency has entered a Client's basic identifying information, non-confidential service transactions, confidential information and service records, AND has noted participation in the CRN as directed by the CRN Policies & Procedures manual/ CRN Software manual, the Lead Agency and other parties will be entitled to assume that a Client gave consent for such access.

C. In the event that a Client would like to rescind consent to participate in the CRN completely, the Partner Agency at which her/his desire is expressed, will work with the Client to complete a brief form<sup>4</sup>, and Partner Agency will record in the software that the Client revoked authorization to participate in the CRN as instructed by the CRN Policies & Procedures manual. Partner Agency will still be able to access that record, but Client information will not be used in any CRN from that point forward. Information about a client will remain in the central database for a minimum of seven years after the client last received services, and after that period of time as required by law or the agency policy and will remain accessible by the Partner Agency, which provided services to the Client for reporting purposes.



D. The Partner Agency will enter information in the CRN about individuals for whom they enroll in a program and/or those who are participants in one or more of the agency programs.

E. Partner Agency will not enter any fictitious or misleading Client data on an individual or family in CRN, with the exception of alias names intentionally entered to aid in search of the record, contact or communication with a client.

F. The Partner Agency will not misrepresent the number of Clients served or the type of services or beds provided in the CRN by entering known, inaccurate information (i.e. Partner Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).

G. The Partner Agency will enter information into the CRN per agency and CRN adopted standards and will strive for real-time, or close to real-time, data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the CRN within five business days. Compliance will be monitored by the Lead Agency as part of the audit process.

H. The Partner Agency understands that a Client Sharing Agreement permits it to share confidential Client information with select agencies.<sup>5</sup>

I. Discriminatory comments by an employee, volunteer, or other person acting on behalf of the Partner Agency based on race, color, religion, national origin, marital status, political affiliation, sexual orientation, gender identity or expression, status regarding public assistance, disability, age or military status are not permitted in CRN. Offensive language and profanity are not permitted in the CRN. This does not apply to the input of direct quotes by a client **IF** the Partner Agency believes that it is essential to enter these comments for assessment, service and treatment purposes. Clients not willingly participating in CRN may also be denied services from the participating CRN agency.

J. The Partner Agency and Lead Agency will utilize CRN for valid business purposes only, which are for the purposes of fulfilling the goals listed on page 1 of this agreement (Section I, a.-h.).

K. The Partner Agency understands the Lead Agency will provide initial training and periodic updates to that training to assigned Partner Agency staff about the use of CRN. Partner Agency shall be responsible for conveying such new information and training to other staff using the CRN within the Partner Agency. New user trainings are conducted ad-hoc as needed. Partner Agencies are responsible for contacting Lead Agency for current trainings schedules.

L. All technical support requests from CRN users shall be submitted per Partner Agency protocol. All technical support requests and inquiries shall then be directed to the Lead Agency by the designated person(s) within that agency. The Partner Agency shall not contact the vendor, Wellsky, directly. If this occurs, the vendor will refer the Partner Agency back to the Lead Agency or the CRN Policy Committee. The Partner Agency understands the Lead Agency will provide staff technical support according to the following:

Technical support will be provided Monday-Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Support telephone numbers and email addresses will be provided to Partner Agencies upon signing of this Agreement. Lead Agency will ensure that any support calls are responded to according to the chart below provided that all available numbers and email addresses have been accessed.





### Technical Support Assistance Response Times

<b>Severity</b>	<b>Description</b>	<b>Lead Agency (SA) Response</b>
1	Major system or component is inoperative which is critical to the Partner Agency's business	During normal business hours, Lead Agency will contact Wellsky within 1 hour.
2	Partner Agency is impacted by service delay but is still able to maintain business function	Lead Agency will respond to requests made by phone within one business day and respond to requests made by email within two business days.
3	The problem has a reasonable circumvention and the Partner Agency can continue with little loss of efficiency	Lead Agency will respond to requests made by phone within one business day and respond to requests made by email within two business days.
4	The call requires minor action or is for informational purposes only	Lead Agency will respond to requests made by phone within one business day and respond to requests made by email within two business days.

All response times are subject to Wellsky corresponding prompt response and are not guaranteed.

M. The Partner Agency and Lead Agency will maintain the required HUD technical standards.

N. Transmission of material in violation of any United States federal or state law or regulation is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret or in any other manner violate the proprietary rights of others.

O. Partner Agency assumes financial responsibility for virus protection software, and any damages or liabilities that arise from its failure to utilize same.

P. The Partner Agency and Lead Agency will not use CRN with intent to defraud the federal, state or local government or an individual entity, or to conduct any illegal activity.

Q. The Partner Agency recognizes the CRN User Group will serve as a discussion center regarding CRN, including CRN process updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Partner Agency will designate an Agency staff member to attend CRN User Group meetings regularly, and understands that the Lead Agency will continue to be responsible for coordinating the CRN User Group activities.

R. The Partner Agency acknowledges that in the case of federal requirements or when approved by the Lead Agency, other agencies will periodically have access to de-identified data to ensure the information generated by or through the CRN presents an accurate picture of homelessness and services to homeless people in the Continuum of Care.

S. Each Partner Agency assumes responsibility for (its) staff and users' compliance with the CRN data quality policy in regards to requirements for data entry and use of the CRN. To assess the quality of data and reports generated by the system, the Lead Agency<sup>6</sup> will conduct periodic monitoring and reviews on data, although such monitoring or any failure to monitor shall not relieve Partner Agency of its responsibilities hereunder.



These include and are not limited to the following: (45 CFR 164.308 ((a)), ((1)), ((ii)), ((B)))

1. Quality of data entered by Partner Agencies
  - a. Inappropriate and/or duplicate records
  - b. Untimely and/or inaccurate information
  - c. Missing required data elements
2. Operation of the software
3. Reporting functionality
4. Compliance with the HEARTH Act.
5. Agrees to accept referrals for homeless services and or shelter beds from other CoC partners and work within the guidelines of the coordinated assessment process.

Lack of compliance with these requirements will lead to the possible loss of reporting privileges, CoC resources, funding, and/or access to CRN.

T. Partner Agencies with Site Administrators must notify their Site Administrator in writing within 3 business days of any changes needed to a User ID including, but not limited to, new User ID issuance, new personnel, and released or terminated personnel.

U. Partner Agencies without Site Administrators must notify Lead Agency in writing within 3 business day of any changes needed to a User ID including, but not limited to, new User ID issuance, new personnel, and released or terminated personnel.

#### **IV. Reports**

A. The Partner Agency understands that it will retain access to all identifying and statistical data on the Clients it serves.

B. The Partner Agency understands that before non-identifying system-wide aggregate information collected by the CRN is disseminated to funders, state officials, etc., the request must be approved by the Lead Agency.

#### **V. Proprietary Rights and Database Integrity**

A. The Partner Agency will not give or share assigned user identification and passwords to access the CRN with any other organization, governmental entity, business, media, or individual.

B. The Partner Agency will not cause in any manner, or way, corruption of the CRN. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by Wellsky or the Lead Agency or any computer system or network related to the CRN will result in immediate suspension of user license.

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

A. The Partner Agency shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed the Partner Agency is not required to indemnify the Lead Agency for claims, demands, actions or causes of action arising solely out of the Partner Agency's negligence.



- B. Except to the extent permitted by s.768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in s.768.28.F.S.

## **VII. Lead Agency Responsibilities**

- A. Lead Agency agrees to contract with Wellsky for CRN software development and maintenance.
- B. Lead Agency agrees to maintain Project Management Staff, who will provide training, implementation, technical assistance and support to the Partner Agencies.
- C. Lead Agency agrees to perform its duties in accordance with the CRN Policies & Procedures manual and Statement of Work.

## **VIII. Dispute Resolution and Appeals**

- A. If the Partner Agency disagrees with any element of this Agreement it shall make every effort to address and resolve those issues with the Lead Agency
- B. CRN will make every effort to resolve the issue; however, if the issue cannot be adequately resolved at this level, the Lead Agency Board shall recommend a process to reach a resolution.

## **IX. 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. Partner Agency shall not transfer or assign any rights or obligations under this Agreement without the written consent of the Lead Agency.
- B. 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, breaches of this Agreement or jeopardy to the integrity of the CRN by Partner Agency action or inaction. Should such situation arise, the Lead Agency may immediately suspend access to the CRN until the allegations are resolved to protect the integrity of the system, and if such resolution is not timely achieved, to terminate this Agreement. Termination of this Agreement shall in no manner impact the Partner Agency's obligations of indemnification, confidentiality and system integrity/security, all of which shall survive termination of the Agreement.
  - 1. When the Lead Agency becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Partner Agency prior to acting.
  - 2. If the Lead Agency believes that the breach by a Partner Agency's such that it may damage the integrity of the central database and the information in the central database for the Partner Agency or any other Agency, it may take immediate steps to suspend the Partner Agency's access to the CRN prior to addressing the concerns with the executive level of the Partner





Agency. The Lead Agency will then address the concern with the executive level of the Partner Agency to resolve the issue.

3. Action with a Partner Agency may include the provision of training and technical assistance, suspension of access to the central database or other appropriate measures to ensure that the data integrity is maintained.

- D. This Agreement may be modified or amended by written agreement executed by both parties.
- E. All responsibilities and obligations regarding the protection or destruction of confidential client information shall survive the termination of this agreement.
- F. Neither party may re-assign this agreement without the prior written consent of the other party.

Foot Notes:

<sup>1</sup> Provider agencies, homeless persons, HUD, the Lead Agency Board and stakeholder members, government agencies, funders and the community.

<sup>2</sup> Anyone who receives services from an agency

<sup>3</sup> Anyone legally in charge of the affairs of a minor or of a person deemed incompetent, according to the laws of the State of Florida. All references to “client” in this Agreement also apply to “client’s guardian.”

<sup>4</sup> Form Provided by Lead Agency – Revocation of Authorization for Release of Information

<sup>5</sup> Form provided by the Lead Agency – Client Sharing Agreement Form ROI

<sup>6</sup> The Lead Agency may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Partner Agency.

Use of the CRN SYSTEM constitutes acceptance of these Terms and Conditions.

**Collier Hunger & Homeless Coalition**

By: Nadja Joseph

Title: CRN Administrator

Address: 1791 Trade Center Way, Unit D, Naples FL 34109

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTNER AGENCY:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**PARTNER AGENCY USER INFORMATION:**

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_