# AGENCY PARTICIPATION AGREEMENT

## for Suncoast Partnership CSIS

This Agreement is made and entered into by and between Suncoast Partnership CSIS and

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| Agency Name (Participant): |  |

The Suncoast Partnership to End Homelessness, Inc. (Suncoast Partnership) is the administrative entity that governs the Sarasota and Manatee County’s Continuum of Care implementation of the Community Services Information System (CSIS) used to record and share information among service providers on services provided to homeless and near homeless clients. The CSIS utilizes ServicePoint (trademarked and copyrighted by WellSky) as the client case management and information system that provides standardized assessment of a client’s needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating service providers, identify gaps in the local service continuum and develop outcome measurements. Suncoast Partnership currently also serves as the operational System Administrator, lead organization, and custodian of data for the Community Services Information System (CSIS). In this agreement, “Participant” is the agency that signs this agreement and uses ServicePoint; “client” is the receiver of services.

**Policies and Procedures**

1. Operating Policies

Each Participant agrees to follow and comply with the Suncoast Partnership CSIS Policies and Procedures which may be modified by the Suncoast Partnership at any time. The Suncoast Partnership CSIS Policies and Procedures Manual is available on our website, www.suncoastpartnership.org.

1. Technical Support

WellSky is providing hosting services for Suncoast Partnership and ServicePoint. WellSky provides hosting, maintenance, monitoring, and administration for WellSky leased servers. The Suncoast Partnership CSIS System Administrators and WellSky will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff who will use the system and receive user licenses. If the agreement is terminated, Participant shall promptly return any licenses or documentation to the System Administrators. WellSky shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

1. Computers

Security for data maintained in CSIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development’s (HUD) “Community Services Information Systems (CSIS) Data and Technical Standards Notice”. \* Agencies are encouraged to directly consult that document for complete documentation of HUD’s standards relating to CSIS. Suncoast Partnership may add additional standards and will provide notice(s) to Participants. The Participant will allow access only from computers which are:

1. owned or approved by Participant for accessing and utilizing CSIS; and
2. protected from viruses by commercially available virus protection software,
3. protected with a software or hardware firewall and protected from spyware,
4. maintained to ensure that the computer operating system used for the CSIS is kept up to date in terms of security and other operating system patches, updates, and fixes,
5. accessed through web browsers with 128-bit encryption (Edge, Internet Explorer (versions 6 and up), Firefox (all versions),
6. staffed at all times when in public areas. (When computers are not in use and staff are not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include; logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.)

\*Docket No. FR 4848-N-02; see http://wwww.hud.gov/offices/cpd/homeless/CSIS

1. Passwords

Participant will permit access to CSIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. All users must sign the CSIS User Agreement for confidentiality compliance.

1. Training

The System Administrators shall assure the provision of training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable due to staff changes and changes in technology.

1. Data

The Participant shall have access to Client data entered by the Participant, as well as shared Client data entered by CSIS participating agencies. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions or release of sharing records the Client has requested. Each Participant must also keep on file all Release of Information Forms, including the CSIS Client Authorization/Release of Information Form. A Client may not be denied access to their own records. A Participant shall not knowingly enter false or misleading data under any circumstances. Violation of any of the above section by a Participant is a material violation of this agreement. If this agreement is terminated, the System Administrators shall provide to the Participant an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the CSIS application.

1. Confidentiality of Information

Each Participant understands that participation in the CSIS will make information in the Client Profile available to other Participants. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants or made available in reports. The Participant will provide staff training in privacy protection, for their ServicePoint users. If a Client withdraws consent for release of information, the Participant remains responsible to ensure that Client’s information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the CSIS lead organization System Administrators of the withdrawal. System Administrators and remaining Participants shall continue a right of use of all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the CSIS application.

Participant represents that: (check applicable items)

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|  | “Covered Entity” whose disclosures are restricted under HIPAA (45 CFR 160 and 164) |
|  | A program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations 42 CFR Part 2 |

* If Participant is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associates Agreement for HIPAA Compliant Agencies must be attached to this agreement before client information may be entered into ServicePoint. Sharing of information will not be permitted otherwise.
* If Participant is subject to any laws or requirements which restrict Participant’s ability to either enter or authorize sharing of information, Participant will ensure that any data entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
* To the extent that information entered by Participant into CSIS is, or becomes, subject to additional restrictions, Participant will immediately inform System Administrator in writing of such restrictions and ensure that any data entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

Aggregate data may be made available by the CSIS lead organization to other entities for funding or planning purposes pertaining to providing services to the homeless.

1. Transferability

No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether done voluntarily or done through merger, consolidation or in any other manner, unless the System Administrators or ServicePoint Policy Committee grants approval.

1. Mutuality

This agreement applies to, amongst and between each individual Participant and Suncoast Partnership.

1. Limitation of Liability and Indemnification

No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the CSIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party. Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney’s fees which may arise from that party’s negligent, or intentional acts or omissions under this agreement.

1. Limitation of Liability

Suncoast Partnership shall not be liable to any member Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. If such an event continues for more than thirty (30) days, the Participant may terminate this agreement immediately upon written notification to the System Administrators, Suncoast Partnership, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

1. Disclaimer of Warranties

The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

1. Term and Termination

This agreement will remain in force until terminated by either party. Any party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. This agreement will be superseded by any additional or alternative agreements presented by Suncoast Partnership.

1. Amendments and Waivers

This agreement cannot be altered or modified except by a writing signed by the Participant, the System Administrators, and Suncoast Partnership. No waiver of any right under this agreement is effective except by a writing signed by the Participant, the System Administrators, and Suncoast Partnership. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the System Administrators of any breach or waiver of a breach.

1. Notices

All notices, between Participant and System Administrators, under this agreement must be in writing.

1. Scope of Agreement

This agreement, together with attachments and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.

1. Applicable Law

This agreement is governed by and subject to the laws of the State of Florida. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Sarasota or Manatee counties, FL.

1. Display of Notice

Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered in or accessed from CSIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the Notice to Clients of Uses & Disclosures, except that (a) where an Agency’s treatment of information is materially limited by other applicable laws or requirements, the Participant’s Notice must reflect the more stringent requirements, and (b) Participant will update its notice whenever Suncoast Partnership CSIS updates and distributes a new form of notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant’s Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent/Release of Information Form. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

Extent of Agreement

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

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| **Participant** |  |  |
| By: |  |  |
| Agency Representative and Title (Please Print) |  | Date |
|  |  |  |
| Agency (Please Print) |  |  |
|  |  |  |
| Signature |  |  |

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| --- | --- | --- |
| **Suncoast Partnership to End Homelessness, Inc.** |  |  |
| By: |  |  |
| Agency Representative and Title (Please Print) |  | Date |
|  |  |  |
| Signature |  |  |