

MID AMERICA ASSISTANCE COALITION

Strengthening the social service community through information systems, training, and advocacy.

MAACLink KC

MAACLink is a community wide database that is shared with approximately 200 agencies throughout the greater Kansas City area.

Accessing MAACLink requires the following:

- A Microsoft Windows operating system or MAC OS X operating system
- Broadband Internet connection (Cable, DSL or T1)
- An internet browser (Internet Explorer, Google Chrome, Firefox etc.)
- A Computer of 500 MHz or faster is recommended, with 128 MB RAM.
- The most recent version of Adobe Flash.

Before we can assign your agency an account on the MAACLink network, your Executive Director must sign the Agency Partner Agreement. All users must fill out a Confidentiality Statement and Request for Account and the Executive Director must sign each of these as well. Please return the signed documents to us. Once we receive them, we will contact you regarding your agency set up and to schedule your introductory training session. Fees for MAACLink access are based upon your agency's budget for providing emergency assistance and the functionalities you will be using. Details may be discussed by phone. You will be billed quarterly based upon the fee structure.

Feel free to call with any questions. We look forward to seeing you on-line with MAACLink.

Sincerely,

Linda Hawkey

Finance/Operations Director
816-561-2727 ext. 116
LHawkey@maaclink.org



One West Armour Blvd, Suite 301
Kansas City, MO 64111

Phone: 816-561-2727
Fax: 816-561-7277
Website: maaclink.org

FOR MAAC USE ONLY

Staff initial and date next to each item once complete

_____ Completed Agency Packet received
_____ Contact Agency regarding set up on MAACLink
_____ Schedule MAACLink Training (tentative date: _____)
_____ Training completed
_____ Invoice Sent

Agency Workgroups

(check all applicable)

___ EA
___ HMIS/APR
___ Shelter
___ Fund Manager
___ Funder
___ Hotline
___ Aggregate Reports

MAACLink KC

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Agency Information

Agency Name

Date

Does this agency have a parent agency? If so, please list the name of the parent agency.

Does this agency have multiple programs and/or sites? If so, please list them.

Agency Address (Physical location of agency)

Billing Address (If different than agency address)

Executive Director (Name, Phone, Email)

Primary Contact (Name, Phone, Email)

Days and hours of operation:

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Agency Information (Cont.)

Is this agency a 501C3?

If yes, please include your tax payer ID number:

Funding Sources

Do any of your funding sources require you to enter data into an HMIS?

If yes, please list them.

Total Annual Operating Budget

Client Eligibility

Services Provided

Is this agency a CHO Agency? (YES OR NO)

A CHO is "any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses or processes Protected Personal Information (PPI) on homeless clients for an HMIS."

-An agency in the Continuum of Care that serves homeless clients is a CHO Agency.

-An agency that must complete an APR for HUD is an APR Agency, and is also a CHO Agency.

-Not all CHO Agencies must complete an APR.

Will this agency need to submit an APR to HUD? (YES OR NO)

Will this agency share data with others? (YES OR NO)

List the counties, towns, and/or zip codes that your agency serves

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Levels of Access

An agency can join MAACLink as one of two types (please select one):

_____ **Standard**-Services entered into the system by a standard agency can be viewed by all other agencies. This option is the most effective for agencies interested in collaborating with other community agencies and preventing duplication of services.

_____ **Hidden**-Hidden agencies' services will not appear to members of any other agency and are only viewable to members of the source agency and certain authorized MAAC staff. This option is important for agencies such as healthcare providers that need their information protected due to HIPAA guidelines.

*Please note that all medical services are hidden to other agencies regardless of their level of access.

Workgroups

An agency can join any of the following workgroups (please select all that apply):

*Please keep in mind each workgroup may have an associated fee—for more information please contact the MAAC office.

_____ **Emergency Assistance (EA) Workgroup**– The EA workgroup is the most basic functionality of MAACLink. The users have the ability to enter shared client and household files, services, and run related reports. This functionality also allows the case worker to record a client's financial information and calculate the poverty level.

_____ **HMIS/APR Workgroup**– For agencies that receive HUD funding and must generate Annual Performance Reports. In this workgroup the user has the HUD APR in addition to everything included in the Emergency Assistance Workgroup.

_____ **Shelter Workgroup**– For agencies that have a homeless shelter. Users may enter shared client and household files, make shelter reservations, check clients in and out of the facility, add beds/rooms in a facility, maintain a restricted list, and run related reports. This workgroup also gives access to everything in the Emergency Assistance Workgroup.

_____ **Fund Manager Workgroup**– For agencies that have specific grant allocations they wish to monitor and distribute using MAACLink. The designated “fund manager” will have the tools to manage agency funds and track fund utilization by connecting client services to managed funds. This workgroup can also provide for payment of client bills in conjunction with agency finance personnel.

_____ **Funder Workgroup**- For agencies that need access to the fund manager workgroup and reports only.

_____ **Hotline Workgroup**– For agencies that participate in the Hotline for the Homeless. User may add or edit shared client files, view bed availability at shared emergency shelters, view shelter bar lists and create reservations for all household members. This workgroup also gives access to everything in the Emergency Assistance Workgroup.

_____ **Aggregate Reports**-For agencies/users that will only be pulling aggregate reports with no identifying client information (i.e. client name, SSN, DOB) from the system.

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Agency Partner Agreement

System (MAAC) Responsibilities

MAAC agrees to assist in disseminating data received from participating agencies pertaining to emergency assistance service provided to recipients. Conditions under which the exchange of information is facilitated between MAAC, MAACLink Agency Partners, and other data systems will also be provided by MAAC.

MAAC will provide initial individual or group training to participating agencies. The training may include data entry training, confidentiality training and training on how to interpret reports generated from the system. This training will be completed before a user is permitted access in MAACLink.

MAAC agrees to do the following:

- Provide and maintain the resources necessary to support MAACLink.net
- Purchase necessary software for the operation of the network
- Provide security of the data in the system, including backup
- Respond to agency requests for upgrades and refinements of the system

Agency Partner Responsibilities:

- The MAACLink Agency Partner agrees to abide by all federal, state, and local laws and regulations, and with all MAAC procedures and policies relating to the collection, storage, retrieval, and dissemination of MAACLink information
- Acquire and maintain computers, software, and modems according to MAAC standards
- Provide a connection from the agency to the Internet
- Commit its personnel to training and assure MAAC that untrained and/or unauthorized personnel do not attempt to access MAACLink
- Assure the accuracy of information entered into the system
- Any updates in information, error, or inaccuracy that comes to the attention of the MAACLink Agency Partner will be corrected by the MAACLink Agency Partner or called in to MAAC for help correcting
- Follow the validation requirement for emergency assistance
- Strictly adhere to the appropriate Privacy Agreement
- Notify MAAC of any user that leaves the agency so that user's account can be deactivated

Errors, Negligence, or Misconduct by an Agency

If there is error, negligence or misconduct by an agency, that agency will indemnify and hold harmless MAAC, its agents, servants and employees from any and all claims, demands, actions, suits, judgments and liability arising out of or in connection with this Agreement or the use of data obtained under the terms of this Agreement.

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Level I Privacy Agreement

All agencies/organizations that participate in MAACLink must adhere to the following standards:

All users must have received MAACLink user training and have their *own* user name and password in order to access the system. Every individual, whether they are an employee or volunteer, must be an authorized user in order to gain access to MAACLink. In order to become an authorized user of MAACLink, each individual must complete a Statement of Confidentiality form (found on our website: maaclink.org) which must also be signed by their supervisor. Once the form is complete it must be sent to the MAAC office and training will need to be scheduled. Once the individual receives training they will then be given their unique login name and password. An authorized user cannot delegate use of their account to anyone else including other authorized users. Each authorized user must be logged in to their own account whenever they use the system in any way. **Should an employee or volunteer user leave the agency or need to be deactivated for any reason it is the agency's responsibility to contact MAAC immediately with a request to deactivate.** If MAACLink administrators detect a violation of any piece of the Statement of Confidentiality or the Privacy Agreement by an individual user, a Notice of Violation will be mailed to the user agency executive director. Any violation may result in discontinuation of user or agency rights to MAACLink and may be considered a breach of contract.

All clients who apply for a service or program enrollment at your agency must grant informed consent to put their files into the MAACLink system. Each agency must have their clients sign the Client Consent and Release of Information form (found on our website: maaclink.org) before their information can be entered in MAACLink. The Client Consent and Release of Information form must be completed at least annually. These forms must be kept in secure and retrievable storage for at least 5 years after the last date of service. Once these forms are no longer needed, they must be properly destroyed (shredded) to maintain confidentiality of clients. Agencies may choose to provide additional releases of information as applicable to their individual operating procedures and policies as long as they do not conflict with the MAACLink Client Consent and Release of Information.

An agency may obtain a verbal consent from clients as long as they have completed the Verbal Consent Agreement form and faxed or mailed it to the MAAC office. The Verbal Consent Agreement is not for each client, but instead serves as a notice to MAAC that your agency intends to collect informed verbal consent instead of signed consent from clients you serve. *Exception: Clients who receive a service from a MAAC-managed utility fund MUST sign a consent form or the Standard Intake Form that contains the consent paragraph. (See our website: maaclink.org for forms)*

Clients have a right to revoke their consent. If a client at your agency revokes their consent they must complete a Client Revocation form (found on our website: maaclink.org) which indicates that your agency can no longer enter their data into MAACLink unless/until another Client Consent and Release of Information form is signed by that client and obtained for your agency.

Clients own their MAACLink files. Clients have the right to see their files if requested. Please keep this in mind when putting client notes, household notes or case management notes into the system.

Reports that identify clients and that are generated directly from MAACLink should not be shared with outside individuals or organizations at any time. When submitting reports or sharing statistical information you must make sure that you are only sharing aggregate information. Anyone who is not an authorized MAACLink user should not have access to specific client information from MAACLink.

Do not give client information to outside organizations or individuals who call your agency and request it by phone. Because MAACLink is a shared database, most clients' files have been updated by more than one participating agency. Therefore, it creates a liability for all participating agencies if client information is shared with outside entities. You may refer the caller to MAAC's Executive Director if he/she persists. This rule applies even to law enforcement officials. If your agency is served with a subpoena that requires you to hand over a client's electronic file, this subpoena can only apply to the client's information that has been entered by your agency. Call the MAAC Executive Director if your agency's electronic files are subpoenaed.

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Level I Privacy Agreement (Cont.)

All agencies/organizations that participate in MAACLink must adhere to the following standards:

Keep these points in mind:

Do not use information in the MAACLink system for any unofficial interaction with the client. For instance:

1. A landlord cannot use MAACLink to evaluate potential tenants.
2. "Friends" cannot look up information for or about their "friends".
3. Business owners or operators cannot use the system to evaluate potential employees.

Conversations about specific MAACLink information should be kept at a professional level and such conversations should be conducted in a secure environment. When communicating (verbally or through email) with other authorized users or MAACLink tech support please use the Client ID # to identify the client instead of other confidential client specific information.

Always log off of MAACLink or lock your computer screen before walking away from the computer.

If you feel like you must write down your password in order to remember it, please be sure you hide it in a secure place.

If you suspect someone may have learned your log-in information, change your password immediately.

The MAACLink Agency Partner shall be responsible for the maintenance, accuracy, and security of all its emergency assistance records and terminal sites and for the oversight of agency personnel regarding confidentiality.

The MAACLink Agency Partner Executive Director must accept responsibility for the validity of all records entered by their agency and the confidential manner in which any MAACLink information is shared. The MAACLink Agency Partner Executive Director may designate an immediate subordinate staff member with supervisory responsibilities for verifying the accuracy of information. The MAACLink Agency Partner will provide MAAC with the names(s) and title(s) of the staff member(s) authorized to supervise data entry personnel. The Executive Director is responsible for assigning appropriate user rights based on the job description of each staff person. These designations are made on the individual Statement of Confidentiality agreements.

Enforcement of the Confidentiality Policy

MAAC has the absolute right to terminate without notice services of MAACLink for the purpose of investigation of any suspicion of breached confidentiality. Thereafter, MAAC may terminate this agreement if MAAC, in its sole discretion, determines that there has been a breach of confidentiality.

MAAC reserves the right to immediately suspend furnishing information covered by terms of this agreement to the MAACLink Agency Partner when any terms of this agreement are violated or are suspected to be violated. MAAC shall resume furnishing such information upon receipt of satisfactory assurances that such violations did not occur or that such violations have been fully corrected or eliminated.

Two exceptions to the privacy agreement:

Duty to Warn—As professionals, we all have a duty to guard each other from harm. If a client has threatened you, him/herself, or others at your organization you must warn other users of a potential threat through the MAACLink system. This may be done by placing an alert on the client's profile. This alert should be brief, clear, and factual.

Child Abuse and Neglect—If you see evidence or have reason to believe that a child/children have been abused or neglected then you have a duty to report it to authorities, regardless of confidentiality agreements. You may call 1-800-422-4453 to find a local phone number for reporting purposes.

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Level 2 HMIS Privacy Agreement

Attention: "Covered Homeless Organizations" (CHO)

A CHO is "any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses or processes Protected Personal Information (PPI) on homeless clients for an HMIS."

Agencies and organizations that are mandated by HUD to participate in a Homeless Management Information System (HMIS) should adhere to the Level 2 privacy standards. These standards are taken directly from the Federal Register, HMIS Data and Technical Standards Final Notice, dated July 30, 2004.

Adherence to these privacy standards are the responsibility of each CHO and not up to MAAC to enforce. MAAC is providing a service to the CHO's in the Kansas City Metro area by distributing this document. Agencies or organizations may choose to add privacy pieces into this document as applicable to their individual operating procedures and policies. The Level 2 privacy agreement is in addition to the Level 1 Basic Privacy Agreement. The Level 1 Basic Privacy Agreement will be enforced by MAAC and applies to all on-line agencies.

Level 2:

CHO's must post a sign at each intake desk or comparable location that gives a general explanation of the reasons for collecting client information.

This sign is included in the privacy packet and uses HUD's specific language.

A written Privacy Notice must be available to give to clients.

Unlike this Privacy Statement you are reading, HUD specifies the creation of a Privacy Notice document that can be given directly to the client. This Privacy Notice is in addition to the consent form that clients sign before receiving service from your agency.

If a CHO maintains a public website, the current Privacy Notice must be posted on the website.

MAAC will post the HMIS privacy packet at www.maaclink.org. If your agency has a website and is a CHO, you may link to maaclink.org. If your agency chooses to use an internal privacy notice or make additions to this one, you will be responsible for posting those on your website.

The CHO must post a single sign that informs clients or potential clients about the existence and availability of the Privacy Notice.

For convenience, this notification has been amended to the intake sign that is available in this packet.

The CHO must maintain permanent documentation of all Privacy Notice amendments.

Because the Privacy Notice may vary by CHO, MAAC will not track changes or amendments to the form. This is the responsibility of each CHO. MAAC will only track changes and amendments in the Level 1 Privacy Agreement.

MAAC will notify the Homeless Services Coalition of any HUD-mandated changes in the Privacy Notice.

All staff members and volunteers at the CHO must pledge to comply with the Privacy Notice.

This compliancy will not be monitored or enforced by MAAC. MAAC will only monitor and enforce the Level 1 Privacy Agreement. It is up to each CHO to determine the best enforcement method for their respective organizations.

A CHO must install a firewall on the user's computer or the agency network.

MAAC may be able to provide some assistance or direction with this requirement. Call the office for information if your organization does not operate behind a firewall.

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Signatures

The Executive Director (or equivalent) of the MAACLink Agency Partner indicates agreement with the terms stated in the MAACLink Agency Partner Agreement and the Privacy Agreement by signing below. All pages will then be forwarded to MAAC. Both of these steps are prerequisites to the establishment of a User account on the MAACLink network. Once received, the Executive Director of MAAC will sign this page and copies of all pages will be sent back to the MAACLink Agency Partner.

Agency Executive Director Name (Please Print)

Agency Executive Director Signature

Date

MAAC Executive Director (Please Print)

MAAC Executive Director Signature

Date

Effective Date and Term

*This agreement will become effective on the
_____ day of _____, 20____,
and continue in effect for one year.*

Thereafter, this agreement will be automatically renewed on each subsequent anniversary date, unless terminated immediately for cause or by either party with 30 days written notice.

Quarterly/Yearly Fee _____

Set up Fee _____