

I. Name:

Coordinated Entry Partnership (referred to as the “Partnership”)

II. Members of the Partnership Agreement:

Members of this partnership are hereinafter referred to as “Partners”. There are three distinct roles for Partners in the Coordinated Entry Partnership: Lead Agency, Assessment Partner or Referral Partner as listed:

Lead Agency: LIST ONE

Assessment Partner(s): LIST ALL

Referral Partner(s): LIST ALL

See **Attachment A** for Partner, contact persons, addresses and phone numbers, and all projects and programs that are included under the agreement.

III. Purpose

The purpose of this Agreement is to specify what the Partners agree to as members of the Coordinated Entry Partnership. The members agree to participate in the Coordinated Entry Partnership. The goal of the Partnership is to provide and improve consumer information, referral, assistance and access to housing and services for individuals and families experiencing or at risk of homelessness.

Coordinated Entry achieves the stated Partnership goal through a set of processes developed and adopted by the Vermont Coalition to End Homelessness (VCEH). As the primary decision-making body for the Balance of State Continuum of Care, VCEH is responsible for planning, implementing and evaluating uniform, balance-of-state-wide coordinated entry processes.

The Partnership is part of the Homeless Continuum of Care and is the local implementation of the VCEH Coordinated Entry Plan.

IV. Guiding Principles & Strategies

1. **Reorient service provision**, creating a more client-focused environment.
2. **Recognizes the inherent dignity of persons in need of housing**, and honors their right to confidentiality, safety, and respect.
3. **Identify which strategies are best for each household** based on knowledge of and access to a full array of available services.
4. **Link households to the most appropriate program** that will assist the household to quickly resolve their housing crisis and regain housing stability.
5. **Provide timely access and appropriate referrals** to housing programs and support services.
6. **Shorten the number of days** between onset or threat of homelessness and access to assistance needed to re-establish stable housing.
7. **Protects the safety of victims fleeing domestic/sexual violence** and simultaneously helps victims to access housing resources.
8. **Provide immediate access to information** regarding housing and support services.
9. **Establishes consistent referral protocols and uniform assessment** so that no matter where a person or family presents in need, they can have access to needed housing programs and support services.
10. **Reduces duplicate collection of household information** to streamline referral and access to needed resources.

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11. **Provide for ongoing participation** by consumers and stakeholders in the development and evaluation process of Coordinated Entry.
12. **Commitment to continuous improvement** through ongoing evaluation by the Coordinated Entry Partnership and VCEH.

V. Description of Coordinated Entry

The Coordinated Entry Partnership will include the following:

1. The VCEH Housing Screening & Referral Tool to obtain basic information related to homeless/housing status;
2. The VCEH Housing Barriers Assessment Tool to determine the level, type and duration of assistance needed to regain housing stability;
3. Screening for safety issues related to domestic/sexual violence or abuse, and appropriate referrals according to the agreed protocol;
4. Screening Veteran status and coordinated referrals of Veterans according to the agreed protocol;
5. Screening for unaccompanied minors and youth and referrals according to the agreed protocol;
6. Screening for chronic homelessness and priority need for Permanent Supportive Housing. Referral and project enrollment according to the agreed protocol;
7. The VCEH Client Release of Information;
8. The VCEH Confidentiality Agreement for Partner staff;
9. Use of the HMIS, according to funder requirements and in compliance with VCEH HMIS guidelines;
10. HIPAA-compliant referral processes;
11. Initial and ongoing training of Partner staff to ensure uniform application of screening, assessment and referral protocols;
12. A local inventory of homeless assistance resources;
13. Outreach to potential new partner organizations in the Continuum of Care;
14. Regular Partnership meetings to evaluate the success of the Partnership in achieving goals, analyzing data, and making changes in referral protocols and processes, as needed. A commitment by Partners to engage in problem solving with mutual respect;
15. Community-wide lists of persons and/or households that are homeless and/or at-risk of homelessness for the purpose of referral and enrollment in appropriate Partner projects and programs;
16. Agreement to only accept clients into specific programs or projects (as outlined in Attachment A) through the processes established by the Coordinated Entry Partnership; and
17. VCEH Coordinated Entry Committee planning, oversight and evaluation of coordinated entry statewide policies and protocols.

VI. Core Components

- A. **Access:** Partners will use a triage housing screening tool to refer households for housing crisis help. This initial **Housing Screening** will help determine if diversion, prevention or homeless services is appropriate. The purpose is to help identify immediate housing or shelter needs and, as necessary, connect to services with financial assistance to help them remain in or return to permanent housing.
- B. **Assessment:** A **Housing Barriers Assessment** will be conducted as soon as possible, for all households in order to identify linkage to appropriate housing intervention (Prevention, Transitional Housing, Rapid Re-Housing, Permanent Housing or Permanent Supportive Housing). The Assessment will inform the housing case plan by looking at history, barriers and personal goals, skills and assets. All assessments will be conducted by a trained assessor.
- C. **Referrals:** Linkages to appropriate services will be based on assessment, prioritization, eligibility and written programs standards. Tools for assessment and written program standards will provide transparent, planned and fair process for waitlist management, prioritization and housing linkage. Assistance will be provided to persons with high barriers to housing and other services identified in the assessment.

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- D. Evaluation:** Coordinated Entry will include a comprehensive evaluation of consumer outcome and system performance to: increase effective use of resources (both staff and fiscal), improve quality of service to consumers, and to proactively identify and plan services. Partners will promote and review system-wide performance standards. Additionally, an annual review of Coordinated Entry tools and processes will be conducted with feedback from consumers and Partners.

VII. Term of the Agreement

The effective date of this Agreement shall be the date of _____ and shall continue in effect until modified or terminated by the Partnership. The agreement will be reviewed annually and may be amended as stipulated in Section XVI.

VIII. Shared Responsibilities

The following are the responsibilities of all Partners:

- A.** Make Coordinated Entry Partnership processes, including those related to access, assessment and referral to homeless programs and services, well-known to all clients.
- B.** Agree to make appropriate staff available for the training on protocols and procedures to follow for Coordinated Entry in their agency. To the extent possible, the training will focus on standardizing the level of information and understanding that Partners staff have, in order to give consistent and accurate information through Coordinated Entry.
- C.** Agree to distribute information to the public regarding how to access homeless assistance. Brochures, fliers, websites, public services announcements may be created by the Partnership for this purpose.
- D.** Agree to have a representative on the _____ Coordinated Entry Partnership committee, to provide input into the operations and continuous refinements and evaluation of the Coordinated Entry processes. When issues arise, agree to joint problem solving with individual Partners, the Local Lead Agency, and the Partnership committee.
- E.** Partners shall agree to follow guidelines for referring clients in a manner that is compliant with HIPAA (Public Health Information) and 42 CFR Part 2 (Substance Abuse Treatment Information). This includes informing households that they are receiving intake and referral under the Partnership, completing the authorized Referral Form, signing a compliant release of information form, and forwarding any information to agencies in a compliant manner. **Attachment B** is a HIPAA and 42 CFR Part 2 Confidentiality Agreement that accompanies this Agreement, which outlines the agreements between and amongst agencies that work as Partners to ensure that all privacy, security and confidentiality standards under HIPAA and 42 CFR Part 2 are being met by participating agencies.
- F.** Agree to use established Coordinated Entry protocols and processes to refer and accept clients into projects and programs named in Attachment A. Agree to communicate with partners when/if a referred household is not accepted into a project/program.

IX. Lead Agency Responsibilities

- A.** Provide leadership, coordination and oversight of Coordinated Entry processes.
- B.** Ensure that all Partners are involved in and informed of evaluation and reporting aspects of this Agreement.
- C.** Seek out funding to help with costs associated with the continued development and implementation of this Partnership.
- D.** Ensure that all requirements (programmatic and fiscal) for grant funds received to underwrite any part of expenses associated with the continued development and implementation of this Partnership.
- E.** Provide training and technical assistance to Partners to ensure standardization of information, assistance and referral offered to potential households.
- F.** Provide training and technical assistance to all Partner staff administering the VCEH Screening & Referral Tool, and the VCEH Housing Barriers Assessment Tool.

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- G. Promote the process and outcomes of Coordinated Entry to the public; local officials; state and federal agencies, officials and other interested parties.
- H. Convene local CE Partnership meetings.
- I. Ensure the evaluation of the local CE Partnership.
- J. Liaison with the VCEH Coordinated Entry Committee, or delegate participation from the Partnership.
- K. Act as a local clearinghouse for persons experiencing or at risk of homelessness and in search of support to find or retain housing.
- L. With Partnership committee support, maintain a local inventory of homeless assistance resources.
- M. Follow up with clients referred by Referral Partners within 3 days (target).
- N. Complete VCEH Housing Barriers Assessment for households experiencing or at risk of homelessness, prior to enrolling clients in the programs/projects in Attachment A.
- O. Ensure that all Agreements and Partner Staff Confidentiality Agreements are signed and kept in a secure central location; to be kept on file for a minimum of five years.

X. Assessment Partners' Responsibilities

- A. Complete VCEH Housing Barriers Assessment for households experiencing or at risk of homelessness, prior to enrolling clients in the programs/projects in Attachment A.
- B. Maintain high level of communication and coordination with Lead Agency and other Assessment Partners, e.g. participation on the Housing Review Team
- C. Share assessment information, as needed, to coordinate referrals and ensure that consumers are not completing the assessment multiple times.

XI. Referral Partners' Responsibilities

A Referral Partner may be a care provider agency, or business or organization that provides services to residents, who have elected to become a part of the

Coordinated Entry Partnership; and has agreed to the following provisions in their business model:

- A. Complete the VCEH Housing Screening & Referral tool for households they identify as homeless or at-risk of homelessness
- B. Submit completed VCEH Housing Screening & Referral tool to the Lead Agency within one business day.

XII. Data Sharing

In respect to data sharing, each Partner agrees to:

1. Ensure that all Partners understand and agree to HUD, State and HMIS data privacy, data rights, and data quality requirements.
2. Verify that each Partner entering into HMIS must sign an HMIS Data Sharing Agreement with area Partners, including the Lead Agency.
3. Ensure that any staff entering data into HMIS is properly trained on HMIS, assessment tool and data sharing. Ensure that all staff understand and sign the Staff Confidentiality Agreement.
4. Annually review Partners' data quality, privacy and rights compliance and performance.
5. Work with HMIS Lead Agency to share data across the _____ to better facilitate access, assessment and service linkage.
6. Make sure that clients know their data will be shared and have the ability to refuse to provide information or opt out of data sharing.
7. Enter Victim Service provider data into a comparable database, when entry into HMIS is prohibited under federal law.
8. Maintain privacy and security standards that meet HIPAA and 42 CFR Part 2 requirements.
9. Receive Client Release of Information prior to sharing information about a client's household, services, shelter or housing with another Partner, including prior to entering data into HMIS when such data will be shared in HMIS.

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XIII. Grievance Policy and Rights

Coordinated Entry includes a Client Grievance Policy and Rights. Each Partner agrees to inform and help track that Partners assure the following:

1. Give clients the opportunity to be empowered about the services they choose to receive;
2. Hold partners accountable to responding to calls for available services or housing units;
3. Explain the Coordinated Entry processes to clients so that they understand their responsibilities and those of the Coordinated Entry Partnership; and
4. Inform clients of both their agency and the Coordinated Entry grievance process at intake.

XIV. Confidentiality

The Partnership agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding each other's operations related to this Partnership. The Partners agree that they will not disclose confidential information and/or material without consent of the affected party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a breach of this agreement. At all times client Releases of Information (HIPAA and 42 CFR Part 2 compliant) will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Partner staff participating in this Partnership will sign a Confidentiality Agreement related to sharing client information.

XV. Non-discrimination

There shall be no discrimination of any person or group of persons on account of race, ethnicity, national origin, disability status, religion, marital status, sex, sexual orientation, gender identity, or age.

XVI. Amendment of the Agreement

This Agreement may be amended at any time by mutual agreement of the Partners, as determined by the Partnership. Substantial changes should be reviewed and approved by the VCEH Coordinated Entry Committee.

XVII. Termination of Agreement

Any party may terminate their participation in this agreement with written notification to the Chairperson of the Coordinated Entry Partnership Committee.

XVIII. Costs

Unless otherwise specified by grant funds that may become available during the duration of this Agreement, any and all expenses incurred by the participants of this Partnership are the responsibility of the Partner.

XIX. Conformance

If any provisions of this Agreement violates any statute or rule of law of the State of Vermont, or Federal statutes, it is considered modified to conform to that statute or rule of law.

XX. Approval

This Agreement shall be subject to the written approval of the Partnership. This agreement may be altered, amended or waived only by a written amendment executed by all parties.

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Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

Signed: _____

Date: _____

Agency: _____

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Attachment A: Projects and Programs List

Agency/Organization	Contact Person(s), Address, Emails and Phone #s	Projects/Programs included in Housing Coordinated Entry Partnership



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Attachment B: Confidentiality Principles & Policy

The _____ Coordinated Entry Partnership shares the following principles of confidentiality and agrees to uphold these principles in our work together:

- Confidentiality principles allow for protecting each client’s right to privacy of personal and health information, while permitting access to information necessary to improve access to housing help.
- Confidentiality means that a staff person is free to talk about the work that they do (the program, position, etc) and the work of the _____ Coordinated Entry Partnership, but only permitted to share clients’ names or identifying information when permission is given through a signed Release of Information.
- All information specific to clients, or could be identifying, should be treated as confidential. General information about programs, policy statements or aggregate reports that are not identified with any individual or family are generally not classified as confidential.
- Confidentiality covers all methods of communication including, by email, phone, in-person, text, by all staff (volunteer and paid).
- Confidentiality means considering how everyday activities and the workplace environment ensure client privacy, such as printing and file access, phone conversations that might be overheard, etc.
- All clients should be given the option to have their information shared to help them access housing resources more quickly.
- A trusting relationship between a client and a service provider depends on assuring clients of confidentiality so that
 - Clients safely receive the help they need for the immediate situation
 - Clients feel confident in reaching out for help in the future
- All _____ Coordinated Entry Partners must have their own internal written policy on client confidentiality. Staff at each agency are required to follow their agency’s confidentiality policies at all times. You may be allowed or required to share information internally at your agency without a client release of information, based on your own agency’s protocol and policy. Partners are encouraged to share agency confidentiality policies with each other.
- Additional information about confidentiality and HMIS data sharing is included in the Coordinated Entry Partnership Agreement and the local HMIS Data Sharing Agreement. All HMIS users are required to receive HMIS security training.
- **“Need to Know”**: Clients regularly share personal, private and health information during professional working relationships. It is not likely that all this information will need to be shared in order to support access to housing resources. Partner staff agree to exercise the utmost discretion and judgment to keep information sharing to the minimum required amount needed:
 - To determine the services that are necessary for a client
 - To facilitate obtaining resources to support a client’s housing and related needs
 - To coordinate services on behalf of a client and prevent duplication
- **“Nothing about me, without me”**: When sharing information, staff are encouraged to slow down, remind themselves of their specific support or coordinating role, and consider how to share information in a way that is respectful and client-centered. Sometimes clients are not present when their information is shared; in these situations, it can be helpful to ask, *what/how would I share if the client was here right now?*

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- If a staff person feels that client confidentiality has been breached during Coordinated Entry, they should first address the issue with their supervisor. The _____ Coordinated Entry Partnership Committee will also review confidentiality principles and policies as needed, at least annually.

HIPAA¹

Because some Coordinated Entry Partners are health care providers or business associates, all information shared as part of Coordinated Entry should be done so in a manner that is compliant with state and federal law related to privacy and security of individually identifiable health information, including the Health Insurance Portability and Accountability Act (HIPAA). Protected personal health information includes:

- an individual's demographic data
- individual's past, present or future physical or mental health or condition (this includes information about disabilities, substance abuse, etc.)
- the provision of health care to the individual or the past, present, or future payment for health care
- Individual common identifiers (name, address, birth date, social security number).

42 CFR Part 2²

42 CFR Part 2 are federal regulations that apply specifically to substance abuse and treatment and outline which information about a client's treatment may be disclosed with and without the client's consent. Some Coordinated Entry Partners may be programs covered by 42 CFR Part 2, and therefore, substance abuse education, prevention or treatment information maintained and shared as part of Coordinated Entry should be done so in a manner that follows 42 CFR Part 2. This set of regulations is incredibly important, as the fear of the stigma revolving around substance abuse often prevents individuals from seeking adequate services.

VAWA and Victims of Domestic/Sexual Violence

Domestic and Sexual Violence organizations participating in the Coordinated Entry Partnership may be receiving federal funding as part of the Violence Against Women Act (VAWA) and/or Family Violence Prevention & Services (FVPSA) program. Therefore, all information shared as part of Coordinated Entry should be done so in a manner that is compliant with VAWA and FVPSA requirements; the Coordinated Entry release meets these requirements as it is written, informed and reasonably time-limited.

The Coordinated Entry Release of Information (ROI) Form

The Vermont Coalition to End Homelessness has created a standard Release of Information form that meets both HIPAA and 42 CFR Part 2 requirements. This form is a tool for clients to provide permission for their personal and health information to be shared and re-shared to secure help with housing.

- A staff person must review this form with a client. For help, use the Staff ROI Review tool.
- Each adult in a household must sign their own permission form.
- Providing permission to share information is voluntary. Clients may choose not to share some or all of their information. Not sharing information may delay or limit access to resources. For example, a client may need to set up intake appointments with multiple organizations.
- Clients should be given a list of all the Coordinated Entry Partners that will have permission to receive and share information about the client. Remember, not all information about a client needs to be provided to all providers at all times. Staff should review how and when information is typically shared.
- Clients should know how to revoke their permission.

¹ <https://www.hhs.gov/hipaa/for-professionals/index.html?language=es>

² <https://www.samhsa.gov/about-us/who-we-are/laws/confidentiality-regulations-fags>

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The Housing Crisis Referral form has a separate, simple permission form which allows the referring agency to share information on the form with the local Coordinated Entry lead agency. This permission form does not allow for the re-disclosure of information.

Training Resources

- Helpful HIPAA checklists for providers from the Agency of Human Services:
<http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-provider-tools/checklists-for-privacy-and-security-compliance/hipaa-priv-prior-check>
<http://humanservices.vermont.gov/policy-legislation/hipaa/hipaa-provider-tools/checklists-for-privacy-and-security-compliance/hipaa-security-check>
- AHS Domestic Violence training: <https://www.ahsnet.ahs.state.vt.us/DVTraining/index.html>

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**<INSERT LOCAL NAME> Coordinated Entry Partnership
Confidentiality Principles & Policy
Staff Acknowledgement Form**

I have read and reviewed the Coordinated Entry Partnership Agreement and the Confidentiality Principles and Policy for Coordinated Entry.

Signature

Date

Printed Name

Organization/Agency