

Helpline Center Network of Care

Partner Agency Memorandum of Understanding



This Memorandum of Understanding (hereby known as “MOU”) is between Helpline Center (the Helpline Center Network of Care Lead Agency) and _____ (Partner Agency) beginning on _____ (Date). This MOU defines the terms and conditions that will govern your Partner Agency’s participation and subsequent use of the HELPLINE CENTER NETWORK OF CARE.

ARTICLE 1

PURPOSE

The Helpline Center Network of Care is an Internet-based shared client information system administered by Helpline Center. The Helpline Center Network of Care serves as a single data point of reference that electronically links human service agencies through shared and protected client information with the goal of better serving clients, reducing duplication of efforts and services, and to decrease gaps in access to services. Furthermore, the Helpline Center Network of Care provides access to resource information used to quickly assist people in finding basic needs (housing, food, and clothing), physical and mental healthcare, substance abuse treatment, and other human needs.

The Helpline Center has entered into a contract with Visionlink, Inc to provide the internet based software. The Helpline Center through Visionlink, Inc shall limit access to the database system to Partner Agencies participating in the project and authorized users of South Dakota’s Community Information Exchange (CIE). . Visionlink, Inc intends to protect system data to the utmost of its ability from accidental or intentional unauthorized modification, disclosure or destruction. Visionlink, Inc does this by utilizing a variety of methods to guard the data. Ultimately, when used correctly and faithfully by all involved parties, the Helpline Center Network of Care is designed to benefit multiple stakeholders, including the community, human service agencies and the consumer of human services, through a more effective and efficient system.

ARTICLE 2

TERM

The parties hereto agree that this MOU 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 MOU.

Neither party shall transfer or assign any rights or obligations without the written consent of the other party.

This MOU shall remain in force as long as the Partner Agency continues to do business with the Helpline Center and the Helpline Center Network of Care. The exception to this term is if allegations or actual incidents arise regarding possible or actual breaches of this MOU. Should such situations arise, Helpline Center may immediately suspend access to the Helpline Center Network of Care until the allegations are resolved in order to protect the integrity of the system. If Helpline Center determines that Partner Agency breached this MOU then Helpline Center shall have the absolute right to terminate this MOU.

This MOU may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

By entering into this MOU, the Partner Agency agrees to follow all terms and conditions as set forth in the Helpline Center Network of Care Policies and Procedures. Use of the Helpline Center Network of Care constitutes acceptance of these terms and conditions.

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ARTICLE 3

DEFINITIONS

Terms used, but not otherwise defined, in this MOU shall have the meanings set forth below.

Section 3.1 *Partner Agency* shall mean a participating human service agency that enters data into the Helpline Center Network of Care.

Section 3.2 *Client* shall mean the individuals who seek service assistance from a human service agency that enters data into the Helpline Center Network of Care.

Section 3.3 *Helpline Center Network of Care* is a program that uses a software application called *Community Operating System™*, which is a product of Visionlink, Inc. *Community Operating System™* is an Internet-based system that health and human service agencies currently use to capture information about, and provide appropriate resources for, the people they serve. The Helpline Center Network of Care will serve as a single data point of reference reducing duplication of efforts among various health and human service agencies and decreasing gaps in access to services for clients.

Section 3.4 *Helpline Center* acts as system administrator for the Helpline Center Network of Care. Helpline Center provides training, technical support, data quality monitoring, and performance measurement on behalf of the Helpline Center Network of Care.

Section 3.5 *South Dakota's Community Information Exchange (CIE)* is the working title for the development project of a statewide closed loop referral system in which health and human service agencies work together to coordinate social care and human needs services for individuals in South Dakota. The Helpline Center Network of Care will send and receive data with the state system based on policies and procedures to be established.

ARTICLE 4

MEETINGS

Section 4.0. The Helpline Center Network of Care staff will convene End User and/or Partner Agency Administrator meetings at least annually for all providers using the Helpline Center Network of Care. Attendance at these meetings is required and attendance is tracked and reported to community planners on request. These meetings are advertised in advance and provide vital updates to the Helpline Center Network of Care policies, procedures and projects that affect this Partner Agency.

Section 4.1. The Helpline Center Network of Care staff shall report on the progress of any issues identified by Helpline Center and the Helpline Center Network of Care to the appropriate funding entities at least annually.

ARTICLE 5

ADHERENCE TO THE HCNC POLICIES AND PROCEDURES

Each Partner Agency agrees to adhere to the most current version of the Helpline Center Network of Care Policies and Procedures which were developed to provide a single set of business practices around use of the Helpline Center Network of Care and data usage. This document outlines all aspects of the Helpline Center Network of Care: user roles, training, technical support, data quality requirements, privacy, security, participation, compliance, and termination. Partner Agencies should familiarize themselves with this document and implement strategies that will ensure adherence and compliance with these policies.

ARTICLE 6
CONFIDENTIALITY

1. The Partner Agency will not divulge any confidential information received from the Helpline Center Network of Care System to any organization or individuals without proper written consent by the client unless otherwise permitted by relevant regulations or laws or is a response to a request from law enforcement in the interest of safety.
2. Secondary disclosure of client information is prohibited. Each Partner Agency must garner client consent prior to disclosure and may not disclose information entered by another agency.
3. The Partner Agency will ensure that all persons who are issued a User Name and Password to the Helpline Center Network of Care within that particular agency abide by this MOU, including the confidentiality rules and regulations. The Partner Agency will be responsible for managing any of its own requirements that individual employees comply with the Helpline Center Network of Care confidentiality practices.
4. The Partner Agency understands that the file server - which will contain all client information, including encrypted identifying client information - will be physically located at the offices of Visionlink, Inc .
5. The Partner Agency agrees to maintain appropriate documentation of client consent or guardian provided consent to participate in the Helpline Center Network of Care. The Partner Agency understands that informed client consent is required before any basic identifying client information is entered in to the Helpline Center Network of Care for the purposes of interagency sharing of information. Informed client consent will be documented by completion of a Helpline Center Network of Care client informed consent/release of information form developed by the Helpline Center.
6. The authorization referenced above, once completed, authorizes basic identifying client data to be entered into the Helpline Center Network of Care, as well as needs and services information. This authorization form permits basic client identifying information and needs and services to be shared among all Partner Agencies and case management transactions (goals, notes) with select Partner Agencies, based on relevance.
 - The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Agency intends to input and share confidential client data with Partner Agencies. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a client the opportunity to input and share information with the Helpline Center Network of Care beyond basic identifying data and needs and services information. The Partner Agency will communicate to the client what information, beyond basic identifying data and needs and services, will be shared if client consent is given. The Partner Agency will communicate to the client that while it can restrict information to be shared with select agencies, those other agencies will have access to the information and are expected to use the information professionally and to adhere to the terms of the Helpline Center Network of Care Agreement. Partner Agencies with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records. Helpline Center and/or its contractors will conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is the responsibility of each Partner Agency.
 - The Partner Agency will incorporate a Helpline Center Network of Care clause into existing Agency Authorization for Release of Information Form(s) if the Agency intends to share confidential client data with outside agencies/entities. The Partner Agency's modified Authorization for Release of Information Form(s) will be used when offering a client the opportunity to share information from the Helpline Center Network of Care. The Agency will communicate to the client what information will be shared if client consent is given. The outside agencies/entities are expected to use the information professionally. Agencies/entities with whom information is shared are each responsible for obtaining appropriate consent before allowing further sharing of client records.
7. If a client denies authorization to have information beyond basic identifying data and beyond needs and services both entered and shared among the Helpline Center Network of Care, then this record must be locked and made available only to the entering agency program, therefore, precluding the ability to share that client's information. If the client profile is locked, the Helpline Center Network of Care will not be used as a resource for information beyond basic identifying data and beyond needs and services for that individual client and her/his dependents.

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8. The Partner Agency agrees to place all Client Authorization and/or Release of Information forms related to the Helpline Center Network of Care in the client's electronic record. If a hard copy only is absolutely necessary it will be held in a file to be located at the Partner Agency's business address and that such forms are made available to Helpline Center and/or its contractors for periodic audits. The Partner Agency will retain forms related to the Helpline Center Network of Care for 7 years, after which time the forms will be destroyed.
9. The Partner Agency understands Helpline Center does not require or imply that services be contingent upon a client's participation in the Helpline Center Network of Care.

ARTICLE 7

DATA

The Partner Agency and Helpline Center understand the Helpline Center Network of Care, Helpline Center as administrator, and Visionlink, Inc are custodians of data and not owners of data.

1. In the event the Helpline Center Network of Care ceases to exist, Partner Agencies will be notified and provided reasonable time to access and save client data on those served by the agency as well as statistical and frequency data from the entire system. Then, the information collected by the centralized server, Visionlink, Inc , will be purged or stored. If the later occurs, the data will remain in an encrypted and aggregate state.
2. In the event Helpline Center terminates its contract with Visionlink, Inc , the custodianship of the data will be transferred to Helpline Center or some other agency appointed by Helpline Center, and all Partner Agencies will be informed in a timely manner.
3. If a client has previously given permission to multiple agencies to have access to her/his information, beyond basic identifying information and non-confidential service transactions, and then chooses to eliminate one or more of these agencies, the Partner Agency to whom such desire is expressed will notify the Helpline Center to work with the individual client. Partner Agencies understand that at no time should they penalize clients for requesting their information remain private.
4. In the event that a client would like to rescind consent to participate in the Helpline Center Network of Care completely, the Partner Agency will instruct the client to contact the Helpline Center.
5. The Partner Agency will only enter individuals in the Helpline Center Network of Care that exist as clients under the Partner Agency's jurisdiction.
6. The Partner Agency will not misrepresent its client base in the Helpline Center Network of Care by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency).
7. The Partner Agency will consistently enter information into the Helpline Center Network of Care and will strive for real-time data entry.
8. The Partner Agency will update all data elements anytime there is a change in a client's information and at least every 364 days of continued service with the Agency.
9. Discriminatory comments based on race, ethnicity, religion, national origin, ancestry, disability, age, gender, and sexual orientation are not permitted in the Helpline Center Network of Care.
10. Offensive language and profanity are not permitted in the Helpline Center Network of Care.
11. The Partner Agency will utilize the Helpline Center Network of Care for business purposes only.
12. The Partner Agency understands Helpline Center will provide initial training and periodic updates to that training to assigned agency staff about the use of the Helpline Center Network of Care; this information is then to be communicated to other staff within the Partner Agency.
13. The Partner Agency understands that Helpline Center and/or Visionlink, Inc Information Systems will be available for troubleshooting and report generation within reason during normal business hours.
14. The Partner Agency will keep updated virus protection software on Agency computers that access the Helpline Center Network of Care.
15. Transmission of material in violation of any United States Federal or State regulations is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene and material considered protected by trade secret.

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16. The Partner Agency will not use the Helpline Center Network of Care with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

Reports

1. The Partner Agency understands that it will retain access to all identifying and statistical data on the clients it serves. To clarify further, the Partner Agency will have open access to all data and information originated by the Agency.
2. The Partner Agency understands that access to data on those clients it does not serve will be limited to basic identifying information and needs and services data.
3. Reports obtaining information beyond basic identifying data and needs and services on individuals not served by the Partner Agency are limited to statistical and frequency reports, which do not disclose identifying information.
4. The Partner Agency understands that before non-identifying system wide aggregate information collected by the Helpline Center Network of Care is disseminated to non-Partner Agencies, including funders, it shall be endorsed and approved by the Helpline Center.
5. The Partner Agency will not give or share assigned user identification and passwords to access the Helpline Center Network of Care with any other organization, governmental entity, business, or individual.
6. The Partner Agency will not cause corruption of the Helpline Center Network of Care in any manner or way. Any unauthorized access, unauthorized modification to the computer system information, malicious software, or interference with normal system operations, whether on the equipment housed by Visionlink, Inc or Helpline Center or any computer system or network accessed by either of them will result in immediate suspension of services and Helpline and/or Visionlink, Inc will pursue all appropriate legal action.

ARTICLE 8 **EXPENSES**

The fees associated with the system configuration, system maintenance, and user licenses for Helpline Center Network of Care access are detailed in a separate Pricing Agreement that the Partner Agency must sign. Partner Agency fees and available funded opportunities to join the Helpline Center Network of Care are described in the Fee Structure (Exhibit A).

Any charges will be invoiced to the partner agency in February for that year. If a partner agency joins mid-year, their rate will be prorated based upon the number of months left in the year. If user licenses are not used by a Partner Agency within 30 days of a user's training, Helpline Center will inactivate unused licenses from the agency. The Helpline Center retains the right to adjust Partner Agency user fees to match the fees charged by the software vendor. Partner Agencies will be provided written notification 30 days in advance of any changes in fees.

The Partner Agency may contract with the Helpline Center to generate custom reports and custom features that will meet the specific needs of the Partner Agency. The Helpline Center may charge a fee for this custom work depending upon the time investment required. A Statement of Work will be developed and a signatory of the Partner Agency must sign-off on the work before it begins. All charges will be the responsibility of the Partner Agency.

ARTICLE 9
COMPLIANCE WITH LAW OR OTHER REGULATORY CHANGES

It is the parties' intent to comply strictly with all applicable laws, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this MOU. In the event there shall be a change in the Regulatory Laws, the parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this MOU that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the parties prior to the change. To the extent that any provision of this MOU is in violation of Regulatory Laws, then such provision will void and unenforceable and the parties agree that (1) the remaining provisions will continue in full force and effect and (2) the parties will negotiate in good faith to amend this MOU, to the extent possible consistent with its purposes, to conform to the law.

ARTICLE 10
HOLD HARMLESS

The Helpline Center makes no warranties, expressed or implied. The Partner Agency, at all times will indemnify and hold Helpline Center harmless from any damages, liabilities, claims, and expenses that may be claimed against the Partner Agency; for injuries or damages to the Partner Agency or another party arising from participation in the Helpline Center Network of Care; arising from any acts, omissions, neglect, or fault of the Partner Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. The Partner Agency will also hold Helpline Center harmless from negative repercussions resulting in the loss of data due to delays, non-deliveries, miss-deliveries, or service interruption caused by the Partner Agency's or another Partner Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and /or acts of God. Helpline Center shall not be liable to the Partner Agency for damages, losses or injuries to the Partner Agency or another party other than if such is the result of gross negligence or willful misconduct of Helpline Center.

The Partner Agency agrees to keep in force comprehensive professional liability insurance with combined single limit coverage of not less than five hundred thousand dollars (\$500,000) with Helpline Center named as a certificate holder.

If the Partner Agency is a public agency and unable to name the Helpline Center as a certificate holder as provided herein, then the Partner Agency shall keep in force comprehensive professional liability insurance sufficient to meet its own coverage requirements and shall assume full responsibility for all provisions described under this Article.

All parties acknowledge that the unauthorized disclosure or use of any client information could cause irreparable harm and significant injury to the parties to this MOU and the Partner Agencies, the extent and consequence of which may be impossible to assess. Any unauthorized disclosure of Helpline Center Network of Care client data must be reported to the Helpline Center Network of Care staff immediately upon discovery of the breach. The Partner Agency assumes full responsibility for and agrees to indemnify, defend and hold harmless Helpline Center, all remaining parties, and Partner Agencies (collectively the "Indemnified Parties") from any and all claims, actions, causes of action, demands, losses, costs, liabilities and damages, including but not limited to attorneys' fees and costs, which the Indemnified Parties may sustain or incur by reason of any act, negligent act, or omission to act of Partner Agency or its employees and/or agents.

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ARTICLE 11

GENERAL PROVISIONS

This MOU, including any exhibits attached hereto, constitutes the entire MOU among all parties and supersedes any prior MOU among all parties regarding the Helpline Center Network of Care. This MOU shall be binding upon signature of the parties hereto and their respective successors and assigns. Neither Party shall assign or delegate its rights, duties, or obligations under this MOU, without the prior written consent of the other Party.

All notices or communications canceling this MOU shall be in writing and will be delivered in person or by means of certified or registered mail, postage paid, return receipts requested to the business addresses of the parties hereto, no later than 30 prior to the requested termination date. All such notices will be deemed given upon delivery or delivered by hand, on the business day after receipt by the Helpline Center President.

Please mail all cancellations or other notices to Helpline Center:

Helpline Center
c/o HCNC
3817 South Elmwood Ave
Sioux Falls, SD 57105

All parties expressly acknowledge that it is, and shall continue to be, their intent to fully comply with all relevant federal, state, and local laws, rules, and regulations. This MOU shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of South Dakota notwithstanding any conflict of interest rules that might otherwise apply.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed to be effective as of the date and year as indicated on page one.

Partner Agency Name:	Helpline Center Helpline Center Network of Care
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Purchase of Services based on Partnership Type and Location

2023 Current Funding Opportunities:

Brookings, SD and Watertown, SD Partner Agency participation fees are covered by grant funding through August 31, 2024, until such time that the number of user licenses exceeds the grant limit or the grant expires, whichever comes first. When the grant limit is reached or the grant expires, a separate pricing agreement will apply.

The City of Sioux Falls SD Incentive Fund went into effect April 1, 2023. Partner Agency expenses are covered 100% in the first year of use. The expense coverage will draw down in the second year to 75% and in the third year to 25%. The Partner Agency will be responsible for remaining costs not covered by the Incentive Fund. The City of Sioux Falls Incentive Fund is planned through the end of 2025. Each year's funding will be contingent on appropriations approval by the City of Sioux Falls.

Fees are determined based on Partner Agency tier, number of users, and any custom development. Fees for each Partner Agency will be detailed in a separate Pricing Agreement that the Partner Agency must sign.

Non-variable Costs:	
Maintenance/technical assistance (Billed annually)	
<ul style="list-style-type: none"> - \$3,000/year for Tier I – Integrated Partner - \$1,500/year Tier II – Referral Partner (Ancillary Referral with Login) - \$0/year Tier II – Email Partner (No Login E-referral) 	
Variable Costs:	
Initial Configuration Startup Costs	
HCNC VisionLink User Fees (\$30/Month/User)	
Airtable User Fees	
Additional Software User Fees	
Custom Development Fee	
Pass through fee for custom development from technology vendor	
- TOTAL:	
	\$

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This Exhibit and the Pricing Agreement are attached to the Helpline Center Network of Care Memorandum of Understanding between the signatories herein and is binding upon signature of the parties.