AGENCY AGREEMENT
FOR DC'S HOMELESS MANAGEMENT INFORMATION SYSTEM

The District of Columbia's Homeless Management Information System ("DC HMIS") is an information system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to clients and the creation of information that the community can use to determine the use and effectiveness of services.

_____, ("Agency") has elected to participate in DC HMIS. The Community Partnership for the Prevention of Homelessness ("TCP") is the Lead Agency and District System Administrator for DC HMIS. TCP has contracted with WellSky Corporation to maintain the file server which contains all Client information, including encrypted personal identifying information, entered into DC's HMIS.

Agency and TCP agree to the following:

1. **General Understandings**
    a. In this Agreement, the following terms will have the following meanings:
        • "Client" refers to a consumer of services.
        • "Agency" refers generally to any service-providing Agency participating in DC's HMIS excluding the system administrator (TCP) or WellSky.
        • "Enter(ing)" or "entry" refers to the entry of any Client information into DC's HMIS.
        • "Shar(e)(ing)" or "Information Shar(e)(ing)" refers to the sharing of information which has been entered into DC's HMIS with another Agency.
    b. Agency understands that when it enters information into DC's HMIS such information will be available to TCP and WellSky, who may review and use the data to administer DC's HMIS, which includes conducting research and preparing reports that may be submitted to others in aggregate form without individual or personal identifying client information. Information entered into DC's HMIS may also be used or disclosed when required or permitted by law, including to auditors or funders who have legal rights to review the work of the Agency. Information entered into DC's HMIS may also be disclosed to other entities or organizations in accordance with a Memorandum of Understanding or Memorandum of Agreement entered into between the Agency and the other entities or organizations and approved by the Lead Agency.

2. **Confidentiality**
    a. Agency will not (i) enter information into DC's HMIS that clients refuse to provide and (ii) will not designate information for sharing which the Agency is not authorized to share, under any relevant federal, district, or local confidentiality laws, regulations, or other restrictions applicable to Client information. By entering information into DC's HMIS or designating it for sharing, Agency represents that is has the authority to enter such information or designate it for sharing.
    b. Agency represents that:
        i. (CHECK ONE) it is _____; is not _____ a "covered entity" whose disclosures are restricted under HIPAA (45 CRF 160 and 164).

      ii.  (CHECK ONE) it is _____; is not _____ a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2
          1.  If Agency is subject to HIPAA or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be initiated by Agency and submitted along with this Agreement before information may be entered.

      iii.  (CHECK ONE) it is _____; is not _____ a program whose primary target clientele is unaccompanied minor youth.

      iv.  (CHECK ONE) it is _____; is not _____ a program whose primary target clientele are victims of domestic violence

  c.  To the extent that information entered by Agency into DC's HMIS is or becomes subject to additional restrictions, Agency will immediately inform TCP in writing of such restrictions.

3. **Display of Notice.** Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, Agency will prominently display "District of Columbia: Continuum of Care (CoC) HMIS Privacy Notice" ("Notice") in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from DC's HMIS read and understand the contents of the Notice. The Notice will be substantially in the form attached as Exhibit B, except that (a) where an Agency's treatment of information is materially limited by other applicable laws or requirements (such as HIPAA or 42 CFR Part 2), the Agency's Notice must reflect the more stringent requirements; and (b) Agency will update its Notice whenever TCP updates and distributes a new form of Notice to Agency. Agency will provide a written copy of the Agency's Notice then in effect to any Client who requests it. Agency will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates  when they were first used.

4. **Release of Information.** Prior to designating any information for sharing with other Agencies, Agency will obtain the informed consent of the Client, using a Release of Information (ROI). If a Client does not consent pursuant to the Release of Information form, information may be entered into DC's HMIS, but nothing more than basic client identifying information may be shared with other Agencies. It is the responsibility of Agency entering information about a Client, not TCP or the Client,  to determine whether consent has been obtained; to make appropriate entries to either designate the information as appropriate for sharing or prohibit information sharing; and to implement any restrictions on information sharing. At minimum, Agency must meet the following standards:

  a.  Agency will note any limitations or restrictions on information sharing on a Client's Release of Information with appropriate data entries into DC's HMIS. If questions arise, Agency will contact TCP.

  b.  Agency will be responsible for ensuring the consent is knowing, informed, and given by a person competent to provide consent.

  c.  If a Client withdraws or revokes consent for release of information, Agency is responsible for immediately contacting TCP via the HMIS help desk (hmis@community-partnership.org) to ensure that Client's information will not be shared with other Agencies from that date forward.

d. Agency will keep all copies of the Releases of Information forms (and revocation forms) signed by Clients for a period of seven (7) years. Such forms will be available for inspection and copying by TCP at any time.

e. **Covered Entities.** Covered Entities under HIPAA and any program subject to 42 CFR Part 2 must obtain a signed Release of Information before authorizing TCP to use or disclose information entered into HMIS. If a Client does not sign a Release of Information form, information may be entered into DC's HMIS, but may not be further disclosed. The information may be used by TCP as permitted by law and the HMIS Data Privacy Notice. It is the responsibility of Agency entering information about a Client to assure compliance with HIPAA including assuring that all appropriate HIPAA Notices have been provided to Clients, to determine whether consent has been obtained; to make appropriate entries to either designate the information as appropriate for use or disclosure by TCP or to prohibit such use or disclosure; and to implement any restrictions on the use of the information.

   i. If Agency is a covered entity under HIPAA or CFR 42 Part 2, Agency's forms may be utilized, but Agency shall supplement its forms to comply with DC's HMIS needs.

   ii. If Agency is a covered entity under HIPAA or 42 CFR Part 2, a separate Consent form will be obtained for each individual that is seeking services.

5. **No Conditioning of Services.** Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to sign a form for the sharing of information in DC's HMIS, unless a program funder or internal management practices require the entry of identified information into HMIS to deliver services.

6. **Re-release Prohibited.** Agency agrees not to release any Client identifying information received from DC's HMIS to any other person or organization without a Release of Information form, or as required by law.

7. **Client Inspection/Correction.** Agency will allow a Client to inspect and obtain a copy of their own personal information, unless such  information was compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, or where another exception applies under law. Agency will also allow a Client to correct information which is inaccurate or incomplete. Corrections will be made by way of a new entry which is in addition to, but is not a replacement for an older entry.

8. **Security.** Agency will maintain security and confidentiality of DC's HMIS information and is responsible for the actions of its users and for their training and supervision.  Agency will take following steps to maintain security and confidentiality:

   a. **Access.** Agency will permit access to DC's HMIS or information obtained from it only to paid employees or supervised volunteers who need access to DC's HMIS for legitimate business purposes (such as to provide services to the Client, conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such employees to only those records required for immediate work assignments.

   b. **Agency Administrator.** The Agency's Executive Director or their designee must select at least one person to act as the Agency Administrator. This Agency Administrator will serve as the primary contact between the Agency and TCP. Multiple Agency Administrators are most appropriate for large agencies that have multiple departments.

c. **User Policy.** Prior to permitting any user to access DC's HMIS, Agency will require the user to sign Lead Agency's User Policy. This Policy may be amended from time to time by TCP. Agency will comply with, and enforce the User Policy and will inform TCP immediately in writing of any breaches of the User Policy via the HMIS help desk. Immediately means no more than 24 hours after breach. The current User Policy is attached as Appendix A.

d. **Computers.** Agency will allow access to DC's HMIS only from computers which are owned by Agency and approved by Agency for the purpose of accessing and working with DC's HMIS. Computers used to access DC's HMIS must be secured in a manner consistent with guidelines issued from time to time by HUD and/or TCP.

e. **Passwords.** Agency will permit access to DC's HMIS only with the use of a User ID and password which the user may not share with others. Users or Agency staff shall not login under another user's account under any circumstances. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords and user names shall be consistent with guidelines issues from time to time by HUD and/or TCP.

f. **Training/Assistance.** Agency will permit access to DC's HMIS only after the authorized user receives appropriate confidentiality training including additional training provided by TCP. Agency shall participate in such training as is provided and required from time to time by TCP. TCP will be reasonably available during normal weekday business hours for technical assistance (i.e., troubleshooting and report generation). Agency shall also conduct ongoing basic confidentiality training for all persons with access to DC's HMIS and will train all persons who may receive information produced from DC's HMIS on the confidentiality of such information.

g. **Records.** Agency and TCP will maintain records of any disclosures of Client identifying information either of them makes of DC's HMIS information for a period of six (6) years after such disclosure. Agency shall provide notice to TCP of any disclosures of any Client identifying information within 72 hours of the disclosure. On request of a client, Agency and TCP will provide an accounting of all such disclosures within the prior six-year period. TCP will have access to an audit trail from DC's HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from DC's HMIS.

h. **Additional Security.** Agency will ensure that HMIS workstations are protected from viruses by commercially available and effective virus protection software. Agency will at all times comply with security requirements set forth by HUD and/or TCP. The current such requirements are contained in Appendix D.

i. **Breach Notification.** Agency will notify TCP of any breach, use, or disclosure of information not provided for by this agreement, within one (1) business day of discovery.

9. **Information Entry Standards**

a. Information entered into DC's HMIS by Agency will be truthful, accurate, and complete to the best of Agency's knowledge.

b. Agency will not solicit from Clients or enter information about Clients into DC's HMIS unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

    **c.** Agency will only enter information into DC's HMIS with respect to individuals which it serves or intends to serve, including through referral.

    **d.** Agency will enter information into DC's HMIS promptly upon receipt and will enter all information in accordance with current data entry practices established by DC's HMIS.

10. **Use of DC's HMIS.**

    **a.** Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency (except to the extent that Agency views names and other basic identifying information from a non-client in order to avoid the creation of a duplicate record). Agency may access identifying information on the Clients it serves and may access statistical aggregate, non-identifying information on both the Clients it serves and Clients it does not service.

    **b.** Agency may report aggregate information to other entities for funding or planning purposes. Such aggregate information shall not directly identify individual Clients.

    **c.** Agency will use DC's HMIS for its legitimate business purposes only.

    **d.** Agency will not use DC's HMIS in violation of any federal or district law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material which is threatening, harassing, or obscene, and material considered protected by trade secret.

    **e.** Agency will not use DC's HMIS to defraud federal, district, or local governments, individuals or entities, or to conduct any illegal activity.

11. **Proprietary Rights of WellSky Corporation.**

    **a.** Agency shall not give or share assigned passwords and access codes for DC's HMIS with any other Agency, business, or individual.

    **b.** Agency shall not cause in any manner or way corruption of DC's HMIS or data.

12. **HMIS Governance.** TCP will collaborate with DC's Interagency Council on Homelessness (ICH)'s Executive Committee to oversee system work. Grievances by Clients which are not resolved at the Agency level or at TCP may be forwarded to ICH, which will try to reach a mutual resolution of the grievance.

13. **Additional Terms and Conditions.**

    **a.** Agency will abide by the terms of this Agreement and by such guidelines as are promulgated by HUD and/or TCP from time to time regarding the administration of DC's HMIS.

    **b.** Agency and TCP intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law or should additional terms be required by applicable law, Agency and TCP agree to modify the terms of this agreement so as to comply with applicable law.

    **c.** Neither Agency nor TCP will transfer or assign any rights or obligations without the written consent of the other party.

    **d.** A new Agency Agreement must be signed if the Agency's name changes or if significant changes to the Agency Agreement occurs.

    **e.** This Agreement will be in force until terminated by either party. Either party may terminate this Agreement on 20 days of written notice for any reason or no reason. Either party may terminate this Agreement immediately upon a breach of this Agreement by the other party.

    **f.** Agency shall inform TCP in writing within two business days of their decision to cease operations. That notification will act as notification of Agency's intent to terminate this Agreement.

g. If this Agreement is terminated, Agency will no longer have access to DC's HMIS. TCP and the remaining Agencies will maintain their right to the use of all Client information previously entered by Agency except to the extent a restriction is imposed by the Client or by law.

**Signed,**

_____          _____

Signature of Executive Director                                    Date

_____          _____

Print name and official title                                     Email Address

(_____)_____-_____x_____

Phone number

_____

Agency Legal Name

_____

Street Address including City and Zip Code

_____

Mailing Address – Leave Blank if same as above

**Appendix A**

## DC HOMELESS MANAGEMENT INFORMATION SYSTEM
## USER LICENSE AGREEMENT (READ ONLY)

FOR: _____                   FROM_____

       USER (PRINT NAME)                                         (PRINT AGENCY NAME)

### USER POLICY

Agencies that use DC's HMIS and each user within any Agency that uses DC's HMIS is bound by the various restrictions regarding entering and maintaining Client Information. All users in the DC HMIS must abide by the DC HMIS Polices and Standard Operating Procedures that govern the use of the system and define security and confidentiality protocols. DC HMIS Users must treat clients and partner agencies with respect, fairness, and good faith and should maintain high standards of professional conduct in their capacity as a DC HMIS user.

*All users must report any potential conflict of interest to their Agency Administrator. Users who are also clients with files in the HMIS are prohibited from entering or editing information in their own file. All users are also prohibited from entering or editing information in files of immediate family members. The Lead Agency may run an HMIS user audit trail report to determine if there has been a violation or suspected violation of the conflict of interest agreement. *

### USER RESPONSIBILITY

Your User ID and Password give you access to the DC HMIS. Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and Password. Failure to uphold the standards of the DC HMIS is grounds for immediate termination from the DC HMIS and may result in personnel action.

_____ I have read and understand the DC HMIS Policies and Standard Operating Procedures (or have been trained on them) and will abide by the protocols set forth in that document.

_____ My User ID and Password are for my use only and MUST NOT be shared with anyone including my Agency Administrator and Executives. I must take reasonable means to keep my Password physically secure.

_____ A computer that has the DC HMIS open and running shall never be left unattended. If I am logged into the DC HMIS and must leave the work area where the computer is located, I MUST log-off before leaving the work area.

_____ Any hard copies of client information from the DC HMIS must be kept in a secure file and destroyed when no longer needed.

_____ Electronic files exported from the DC HMIS MUST be password protected to maintain confidentiality.

_____ I understand that the only individuals who can view information in the DC HMIS are authorized Users who need the information for legitimate business purposes of this Agency and the Clients to whom the information pertains.

_____ I may only view, obtain, disclose, or use the database information that is necessary to perform my job.

_____ If I notice or suspect a security breach, I must immediately notify the DC HMIS System Administrator (TCP)

### TO BE SIGNED ELECTRONICALLY  (https://tcp.tfaforms.net/4811776 )