

AGENCY NAME _____

AGENCY AGREEMENT

For the North Dakota Homeless Management Information System (HMIS)

This agreement is between each agency participating in the North Dakota HMIS and the System Administrators.

In this agreement, "Agency" is the agency signing the agreement and participating in North Dakota HMIS, and "Client" is a consumer of services.

The signature of the Executive Director of the Agency indicates agreement with the terms set forth below and is required in order for the System Administrators to establish an account for the Agency.

I Confidentiality

- a) The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records. The Agency shall only release Client records with written consent by the Client, unless otherwise provided for in the regulations.
- b) The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- c) The Agency shall provide a verbal explanation of the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
- d) The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services or to conduct evaluation or research.
- e) The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.
- f) The Agency shall ensure that any staff, volunteers and other persons issued a User ID and password for HMIS receives basic confidentiality training.
- g) The Agency understands the file server, which will contain all Client information; including encrypted identifying Client information will be located off-site at Bowman Systems.
- h) The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database.
- i) The Agency shall not be denied access to the Client data it enters into HMIS. The Agency shall diligently record in HMIS all restrictions requested by the Client. The Agency shall not knowingly enter false or misleading data under any circumstances. All Agencies are bound by all restrictions placed upon the data by the Client.

- j) If this Agreement is terminated, the System Administrators and remaining agencies participating in HMIS shall maintain their right to the use of all Client data previously entered by the terminating Agency; this use is subject to any restrictions requested by the Client.
- k) The Agency will utilize the North Dakota HMIS Client Informed Consent/Release of Information form for all clients providing information for the HMIS database. Once signed by the Client, the form authorizes Client data to be entered into the HMIS database.
- l) If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is no longer available to HMIS or other agencies.
- m) The Agency shall keep signed copies of the Client Informed Consent/Release of Information forms for North Dakota HMIS for a period of three years.
- n) The Agency will not require or imply that its services are contingent upon a Client's participation in the HMIS database. Services should be provided to Clients regardless of participation provided the Clients would otherwise be eligible for the services.

II North Dakota HMIS Use and Data Entry

- a) The Agency shall follow, comply with and enforce the *User Policy, Responsibility Statement, & Code of Ethics*. Modifications to the *User Policy, Responsibility Statement, & Code of Ethics* shall be established in consultation with other agencies, and may be modified as needed for the purpose of the smooth and efficient operation of the HMIS system. The System Administrators will announce approved modifications in a timely manner.
- b) The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the North Dakota HMIS database by entering known, inaccurate information. The Agency shall use Client information in the North Dakota HMIS database, as provided to the Agency or other agencies, to assist it in providing adequate and appropriate services to the Client.
- c) The Agency shall consistently enter information into the North Dakota database and will strive for real-time, or close to real-time data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the HMIS database within five business days.
- d) The Agency will not alter information in the HMIS database that is entered by another Agency with known, inaccurate information (i.e. Agency will not purposefully enter inaccurate information to override information entered by another Agency).
- e) The Agency shall not include profanity or offensive language in the HMIS database.
- f) The Agency shall utilize the HMIS database for business purposes only.
- g) The HMIS System Administrators will provide initial training and periodic updates to that training to select Agencies on the use of the HMIS software.
- h) The HMIS System Administrators will be available for technical assistance within reason (i.e. troubleshooting and report generation).
- i) The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

- j) The Agency shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- k) Based on the number of User Licenses, the Agency shall pay any required license fees.
- l) The Agency will contact the Administrator(s) immediately upon any user termination or resignation from the Agency.

III Reports

- a) The Agency shall retain access to identifying and statistical data on the Clients it serves.
- b) The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.
- c) The HMIS System Administrators will use only unidentified, aggregate HMIS data for homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

IV Proprietary Rights of Bowman Systems

- a) The Agency shall not give or share assigned passwords and access codes of the HMIS database with any other Agency, business, or individual.
- b) The Agency shall not cause in any manner, or way, corruption of the HMIS database in any manner.

V Terms and Conditions

- a) Neither the HMIS System Administrators nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- b) This Agreement shall be in force until revoked in writing by either party provided funding is available.
- c) This Agreement may be terminated with 30 days written notice.

Signature of Executive Director _____ **Date** _____