

## Agency Partner Agreement

UNITY Information Network ("UNITY") 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 which communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, UNITY is designed to benefit multiple stakeholders including; provider agencies, persons who are homeless, funders, and the community through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

\_\_\_\_\_, ("Agency") has elected to participate in UNITY Information Network.

Agency and the UNITY Information Network agree as follows:

### 1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
  - (i) "Client" refers to a consumer of services;
  - (ii) "Partner Agency" refers generally to any Agency participating in UNITY Information Network.
  - (iii) "Agency staff" refers to both paid employees and volunteers.
  - (iv) "UNITY" refers to the UNITY Information Network database system.
  - (v) "UNITY Team" refers to the project team of the HMIS Lead Organization.
  - (vi) "HMIS Lead" refers to the agency designated by the community to oversee the day to day operations of the HMIS.
  - (vii) "Enter(ing)" or "entry" refers to the entry of any Client information into UNITY Information Network.
  - (viii) "Shar(e)(ing)" or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in UNITY Information Network with another Partner Agency.
  - (ix) "Identifiable Data" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
  - (x) "Deidentified Data" refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as "non-identifying" information.
- b. Agency understands that when it enters information into UNITY, such information will be available to the UNITY staff who may review the data for administering UNITY; to conduct analysis; and to prepare reports which may be submitted to others in de-identified form **without** individual identifying Client information.
- c. Agency understands that each Agency will have the ability to indicate whether information entered into UNITY may be shared with and accessible to Partner Agencies in UNITY system. Agency is responsible for determining and designating in UNITY whether information may or may not be shared.

2. **Confidentiality:**

- a. Agency will not
  - (i) enter information into UNITY which it is not authorized to be entered; and
  - (ii) designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into UNITY or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.
- b. Agency represents that: *(check applicable items)*
  - (i) it is \_\_\_\_\_; is not \_\_\_\_\_ a "covered entity" whose disclosures are restricted under HIPAA (45 CFR 160 and 164);
  - (ii) it is \_\_\_\_\_; is not \_\_\_\_\_ a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
  - (iii) If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement.
  - (iv) If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
- c. To the extent that information entered by Agency into UNITY is or becomes subject to additional restrictions, Agency will immediately inform UNITY Information Network 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 22, 2003, Agency will prominently display a **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 UNITY, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Privacy Notice**, except that (a) where an Agency's treatment of information is materially limited by other applicable laws or requirements, the Agency's Notice must reflect the more stringent requirements, and (b) Agency will update its Notice whenever UNITY updates and distributes a new Privacy Notice. Agency will provide a written copy of the Agency's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Consent form. Agency will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

4. **Information Sharing/Consent:**

- a. **Designation for Sharing:** Prior to designating any information for sharing, Agency will provide the Client with a copy of the UNITY Information Network **Notice of Uses and Disclosures** ("Notice of Uses"). The current form of the Notice is available from the UNITY team and is incorporated into this Agreement and may be modified from time to time by UNITY. Following an explanation of the data use, the Agency will obtain the informed consent of the Client by having the Client sign the UNITY Information Network **Release of Information** form ("Release").

If a Client does not sign the Release as described above, information may not be shared with other Partner Agencies. It is the responsibility of Agency entering information about a Client to determine whether consent has been obtained; to make appropriate entries in UNITY to either designate the information as appropriate for sharing or prohibit information sharing; to implement any restrictions on information sharing; and to implement any revocation of consent to information sharing.

Exceptions for Release (if any) may be found on the most current version of the UNITY Information Network Standard Operating Procedures.

- b. **Consent Requirements:** This requirement is fulfilled by using the UNITY Release described above. At a minimum, Agency must meet the following standards:

- (i) In obtaining Client consent, Agency will provide a copy of the UNITY Information Network **Notices of Uses and Disclosures** to Client along with a verbal explanation of the Notice and the terms of consent. Agency will 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 or the Agency's Notice.
  - (ii) Agency will use the **Release of Information** form ("Release"), for all Clients where written consent is required. A separate Consent form will be obtained for each member of a household that is receiving services, this includes all adults and children. The **Release of Information** is incorporated into this Agreement and may be modified from time to time by the UNITY Team.
  - (iii) Agency will note any limitations or restrictions on information sharing on a Client's **Release of Information** form with appropriate data entries into UNITY. If questions arise (for example questions on how to implement restrictions on information sharing), Agency will notify the UNITY Information Network team in writing before authorizing the sharing of any information.
  - (iv) If a Client withdraws or revokes consent for release of information, Agency is responsible for immediately making appropriate data entries in UNITY to ensure that Client's information will not be shared with other Partner Agencies. If questions arise (for example questions on how to implement revocation of shared information), Agency will notify the UNITY Information Network team in writing before revoking data sharing of any information.
  - (v) Agency will keep all copies of forms signed by Clients for a period of seven years. Such forms will be available for inspection and copying by UNITY Information Network at any time.
  - (vi) This information is being gathered for the collection and maintenance of a data repository. The consent obtained is in effect until the client revokes the consent or until the project is ended.
5. **No Conditioning of Services:** Agency, in most circumstances, will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to sign a **Release of Information** form for the sharing of identified information or refusal to allow entry of identified information into UNITY. Exceptions may exist for certain funding sources that require data to be entered into UNITY.
6. **Re-release Prohibited:** Agency agrees not to release any Client identifying information received from UNITY to any other person or organization without written informed Client consent, or as required by law.
7. **Client Inspection/Correction:** Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information which is inaccurate. 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 UNITY information and is responsible for the actions of its users and for their training and supervision. Agencies will follow the **UNITY Information Network Security Policy** which can be obtained from the UNITY Information Network team and is incorporated into this agreement and may be modified from time to time. Among the steps Agency will take to maintain security and confidentiality are:
- a. **Access:** Agency will permit access to UNITY or information obtained from it only to authorized Agency staff who need access to UNITY for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
  - b. **User Agreement:** Prior to permitting any user to access UNITY, Agency will require the user to sign a **User Agreement (User Policy, Responsibility Statement & Code of Ethics)** ("User Agreement") which can be obtained from the UNITY Information Network team and is incorporated into this agreement and may be amended from time to time by the UNITY team. Agency will comply with, and enforce the User Agreement and will inform the UNITY Information Network immediately in writing of any breaches of the User Agreement.
  - c. **Computers:** Security for data maintained in UNITY Information Network depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD)



"Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to the HMIS (UNITY). Agency will allow access to UNITY only from computers which are:

- (i) physically present on Agency's premises;
  - (ii) owned by Agency; or
  - (iii) approved by Agency for the purpose of accessing and working with UNITY; and
  - (iv) protected from viruses by commercially available virus protection software,
  - (v) protected with a software or hardware firewall,
  - (vi) maintained to insure that the computer operating system running the computer used for the UNITY is kept up to date in terms of security and other operating system patches, updates, and fixes; and
  - (vii) have access to web browsers (e.g., Chrome, Firefox). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to
  - (viii) password-protected sites. This default shall *not* be used with respect to the UNITY Information Network; the end-user is expected to physically enter the password each time he or she logs on to the system,
  - (ix) staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally
  - (x) include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely,
- d. **Passwords:** Agency will permit access to UNITY only with use of a User ID and password which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.
- Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the UNITY name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the UNITY application is allowed so long as the application requires that the default password be changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or UNITY Information Network.
- e. **Training/Assistance:** Access to UNITY will be given only after the Agency has authorized an employee/volunteer as a designated user and that user has received the appropriate training. Appropriate training will include a session in confidentiality/security training, basic user training, and any additional training deemed necessary by the UNITY Team. Once training has been completed, the UNITY Team will be reasonably available during defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- f. **Records:** Agency and the UNITY Team will maintain records of any disclosures of Client identifying information for a period of seven years after such disclosure. On written request of a Client, Agency and UNITY will provide an accounting of all such disclosures within the prior seven-year period. The UNITY Team will have access to an audit trail from UNITY so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from UNITY.

## 9. Information Entry Standards:

- a. Prior to the entry of identifying data, a valid **Release of Information** will be completed by the Client.
- b. Information entered into UNITY by Agency will be truthful, accurate and complete to the best of Agency's knowledge.



- c. Agency will *not* solicit from Clients or enter information about Clients into UNITY 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.
- d. Agency will only enter information into UNITY of individuals which it serves or intends to serve, including through referral.
- e. Agency will enter information into UNITY within time specified in most current UNITY Information Network Standard Operating Procedures.

**10. Use of UNITY Information Network:**

- a. Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other Partner Agencies.
- b. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information reported for this purpose shall not identify the individual, or be reasonably subject to use for the purpose of identifying the individual.
- c. Agency will report only non-identifying information in response to requests for information from UNITY and in conducting any research that relies on information from UNITY. Personal information can only be disclosed in accordance with applicable laws. No client data collected can ever be sold.
- d. Agency will use UNITY for its legitimate business purposes only.
- e. Agency will not use UNITY in violation of any federal or state 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.
- f. Agency will not use UNITY to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

**Proprietary Rights of the UNITY Information Network:**

Agency shall not give or share assigned passwords and access codes for UNITY with any other Agency, business, or individual.

Agency shall take due diligence not to cause in any manner, or way, corruption of the UNITY database, and Agency agrees to be responsible for any damage it may cause.

**UNITY Advisory Committee:** The UNITY Advisory Committee is comprised of representatives from various community agencies and organizations, to govern the organization and administration of the UNITY Information Network. From time to time, the Committee will be consulted regarding issues such as policy revisions, revision to the form of this Agreement, etc. Grievances not settled through the UNITY Team will be settled by the Committee.

**Limitation of Liability and Indemnification:** No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in UNITY. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in UNITY. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

**Limitation of Liability:** The HMIS Lead shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

**Disclaimer of Warranties:** UNITY Information Network makes no warranties, express or implied, including the warranties or merchandise ability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of UNITY to any other matter.

**Additional Terms and Conditions:**

Agency will abide by such guidelines as are promulgated by HUD and/or UNITY Information Network from time to time regarding administration of the UNITY.



Agency and UNITY Information Network 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 UNITY Information Network agree to modify the terms of this agreement so as to comply with applicable law.

Neither UNITY Information Network nor Agency will transfer or assign any rights or obligations regarding UNITY Information Network without the written consent of either party.

Agency agrees to indemnify and hold UNITY Information Network, its agents and staffs, harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the UNITY Information Network Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to UNITY. UNITY Information Network and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.

Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

This content of this agreement may change over time and is based on the content of the most current version of the UNITY Information Network Standard Operating Procedure.

Signed,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Antoinette Hayes Triplett**

\_\_\_\_\_  
Print Name

**CEO**

\_\_\_\_\_  
Title

**Tampa Hillsborough Homeless Initiative**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Date