



DELAWARE COMMUNITY MANAGEMENT INFORMATION SYSTEM (DE-CMIS) AGENCY PARTNER AGREEMENT

DE-CMIS is a management information system that offers functionality including a standardized assessment of client needs, creation of individualized service plans, and the tracking of the utilization of housing and other services. Data entered in DE-CMIS can be used for planning purposes, including evaluating utilization of services, identifying gaps in Delaware's service continuum, and measuring outcomes and system performance.

The signature of the Authorized Official of the Agency Partner to this agreement indicates acceptance of the terms set forth in this Agreement. This Agreement must be executed before a DE-CMIS account can be created for the Agency Partner.

DE-CMIS is governed by the Delaware Continuum of Care (CoC). The Delaware CoC has designated Housing Alliance Delaware (HAD) as the legal entity to serve as the DE-CMIS Lead and eligible applicant to HUD.

I. DEFINITIONS

"Agency Partner" (AP) is party agency in this agreement.

"Client" is a consumer of services.

"Client records" is any information entered into the DE-CMIS system, including identification, personal characteristics, or circumstances of a particular client.

"Housing Alliance Delaware" (HAD) is the DE-CMIS Lead Agency.

"Identifying data" is any information that can be used to identify a client, as well as any information, the disclosure of, which would violate local, state, or federal law. Such information includes, but is not limited to, name, physical address, date of birth, sex, race, marital status, sexual orientation, information regarding household members, Social Security number, housing and homeless status,

details about cause and timing of that status, employment status, income, or veteran status.

“Release of Information” (ROI) is the documentation in which client provides consent for their information to be input into DE-CMIS.

“Statistical data” is any information that is generated by aggregating two or more client records that do not disclose identifying data about any individual client.

“User” is an Agency Partner employee with approved access to DE-CMIS.

II. CONFIDENTIALITY

- A. The AP shall comply with all applicable federal and state privacy and confidentiality laws and regulations. The AP shall only release client records upon written consent of the client, unless release is required by state or federal.
- B. The AP shall comply with state and federal confidentiality laws and regulations. The federal rules prohibit the disclosure of substance use 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 to release substance or mental health records or information.
- C. The AP shall provide, to their clients, a verbal explanation of the DE-CMIS database and the terms of consent. In the event that an individual is not literate in English or has difficulty understanding the consent form, the AP shall provide a qualified interpreter.
- D. The AP agrees not to release any confidential information received from the DE-CMIS database to any organization, or individual without knowing and voluntary consent of the Client.
- E. The AP shall ensure that all staff, volunteers, and other persons issued a User ID and password for DE-CMIS receives confidentiality training and ensure that only the named User assigned a DE-CMIS license uses that issued User ID and password.

- F. The AP understands that the Client data will be encrypted at the server level using encryption technology.
- G. The AP understands the file server, which will contain all Client information, including encrypted identifying Client information, will be co-located at Venyu / Cyber Innovation Center 6300 East Texas Street, Bossier City, LA 71111. The location of this information may change at any time, without notice to the AP. However, within 72 hours of any request for the location from the AP, Housing Alliance Delaware must provide the physical location.
- H. The AP shall maintain written documentation of each Client's consent to participate in the DE-CMIS database pursuant to II. D. above.
- I. The AP agrees to share its Client data with other DE-CMIS Agencies to the extent that the Client has consented to sharing personal information in DE-CMIS. Sharing of Client data across DE-CMIS Agencies will be accomplished by the Global Visibility settings in CMIS at the system level for all projects.
- J. The Client shall not be denied access to their Client data entered by the AP. Agency Partners are bound by all restrictions placed upon the data by the Client of any Agency Partner. The AP shall diligently record in the DE-CMIS system all restrictions requested by the Client. The AP shall not knowingly enter false or misleading data under any circumstances.
- K. If this Agency Agreement is terminated, HAD and remaining Agency Partners shall maintain their right to use all of Client data previously entered by the terminating Agency Partner subject to any restrictions requested by their Client.
- L. The AP will utilize the DE-CMIS Release of Information (ROI) form for all Clients who provide information for entry into the DE-CMIS database. An example can be found in the CMIS Policies and Procedures Manual. If the client elects to share their personal information, the DE-CMIS Release of Information form, signed by the Client, authorizes Client data to be entered into the DE-CMIS database and authorizes information sharing with DE-CMIS Agency Partners. Alternatively, the Client may deny the AP permission to enter, or share, their client information. The Release of Information form shall be used to record this client decision.

- M. If a Client withdraws consent for release of information, the Agency Partner remains responsible for ensuring that Client's information is no longer available to other Agency Partners. The AP will document the Client's decision by completing a new DE-CMIS Release of Information form. The AP will inform HAD timely of any change in a Client's information-sharing instructions.
- N. The AP shall keep signed copies of the Release of Information (ROI) forms for DE-CMIS for a period of three years.
- O. The AP understands that services are not in any way contingent upon a Client's participation in the DE-CMIS database. Services should be provided to Clients regardless of DE-CMIS participation if the Clients would otherwise be eligible for the services.

III. DE-CMIS USE AND DATA ENTRY

- A. The AP shall follow, comply with, and enforce the "User Obligations", "User Code of Ethics", and "User Responsibility", which is found in the CMIS User Policy Agreement. Modifications to the User Obligations, User Code of Ethics, and Responsibility Statement shall be established in consultation with Agency Partners and may be modified as needed for the purpose of the smooth and efficient operation of the DE-CMIS system. Housing Alliance Delaware will announce approved modifications in a timely manner in the DE-CMIS System News tab on the Home Page Dashboard. Any revised User Policy document will be available immediately to Agencies upon request.
- B. The AP shall only enter individuals in the DE-CMIS database who are under the AP's jurisdiction. The AP shall not misinterpret its Clients in the DE-CMIS database by entering information known to be inaccurate or incomplete.
- C. The AP shall use Client information in the DE-CMIS database, as provided to the AP, or Agency Partner, to assist the AP in providing adequate and appropriate services to the Client.
- D. The AP shall operate in good faith and exert best efforts to comply with and enforce all CoC data quality standards. The data quality standards, entitled, "CMIS Data Quality Plan", are included in the CMIS Policies and Procedures Manual. Agency staff will enter or review the 2022 HUD Universal Data

Elements whenever entering a Client into an Agency project. Modifications to the DE-CMIS Data Quality Standards shall be established in consultation with Agency Partners and may be modified as needed for the purpose of the smooth and efficient operation of the DE-CMIS system. HAD will announce approved modifications in a timely manner in the DE-CMIS System News tab on the Home Page Dashboard. Any revised data quality standards document will be made available immediately to Agencies upon request.

- E. The AP shall consistently enter information into the DE-CMIS database. Agency data entry shall be timely, accurately, and will be as complete as possible, conforming to the latest HUD Data Standards. The AP is ultimately responsible for the data quality and integrity of all Client records which Agency staff enter into DE-CMIS. The AP is responsible for acquiring and maintaining the specialized knowledge and skill for the reporting requirements for all relevant programs, i.e., ESG, VA/SSVF, PATH, RHY, and HOPWA. HAD will assist and provide training for reporting in these programs. The AP is responsible for the accuracy, completeness, and timeliness of such program reporting.
- F. The AP will not intentionally or knowingly enter inaccurate information to override information entered by another Agency.
- G. The AP shall not include profane, inappropriate, or offensive language in the DE-CMIS database.
- H. The AP shall utilize the DE-CMIS database for the purpose of DE-CMIS business only.
- 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 subject to trade secret protection.
- J. The AP shall not use the DE-CMIS database with intent to defraud federal, state, or local governments, individuals or entities, or to conduct any illegal activity.
- K. **The AP shall pay an annual participation fee of \$300 for each of their CMIS Users.** This fee includes: a unique username and password, training,

support desk assistance, remote screen assistance, assistance with reporting, support and assistance with data quality standards, and additional technical assistance pursuant to Ill. L. of this Agreement. The \$300.00 per CMIS User invoice period is 9/1/2022 through 8/30/2023. New User participation fees will be prorated on a semi-annual (6 month) basis during the program year. DE-CMIS Users should possess basic personal computer competency, including the ability to work effectively on a Windows operating system.

- L. **The AP may pay an annual fee of \$200 for an advanced Report Viewer license**, which will be attached to a CMIS User profile. This fee includes support from the DE-CMIS Database Administrator to build reports that the AP can run as needed. The \$200.00 per Report Viewer license invoice period is 9/1/2022 through 8/30/2023. ART license fees will be prorated on a semi-annual (6 month) basis during the program year.
- M. HAD System Administrators will be available for routine technical assistance (i.e., User password resets, troubleshooting, and simple report generation) during HAD business hours, Monday through Friday.
- N. Additional invoicing beyond annual CMIS User fees, i.e., additional technical assistance, will be submitted based on HAD's DE-CMIS vendor terms.
- O. HAD will send any additional costs by HAD's DE-CMIS vendor for any customization on reports, system design, or services beyond the scope of HAD's ability. A Scope of Work will be created that outlines the work to be completed and an estimate of the time that it will take to complete the work by HAD's DE-CMIS vendor.
- P. HAD will provide in-person or remote training for all new Users within 30 business days of the AP request. The new User will be trained to enter and maintain Client data required in DE-CMIS for their project and program. Refresher training will be conducted annually by HAD at a mutually agreed upon time and method. The AP's licensed CMIS Users must attend a CMIS refresher training once annually. This can be completed in person or remotely at the trainer's discretion.
- Q. **The AP will notify HAD within five (5) business days when an AP User no longer requires a CMIS license** due to separation from employment, position transfer, or change in assignment.

- R. **The AP will notify HAD of new projects within ten (10) business days prior to their operational start.** The AP will work with HAD staff to complete the Provider Setup Form, including the Housing Inventory Chart (HIC) profile, of the new project. **This is required whether the project will be a CMIS-participating project or not**, as CMIS and non-CMIS projects are reportable to HUD on the annual Housing Inventory Chart. A detailed ShelterPoint inventory of buildings, floors, units, and beds, if appropriate, will be required prior to project start-up.
- S. **The AP will notify within ten (10) business days of a project's termination.** The AP will work with HAD to ensure that an Operation End Date is provided and all clients from the project are correctly closed out.
- T. **The AP will notify within ten (10) business days of a major change in housing inventory**, affecting bed or unit availability in a project. The AP will also review its Housing Inventory Chart data, supplied by HAD, for each project at least annually as determined by HAD. The AP will communicate any updates to its project(s) to HAD within the requested timeframe.

IV. REPORTS

- A. The AP shall retain access to identifying and statistical data on Clients it serves.
- B. The AP's access to data on Clients it does not serve shall be limited to data consistent with the Client's documented consent.
- C. The AP may make aggregate data available to other entities for funding or planning purposes or for the provision of services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.
- D. The responsibility for completeness and accuracy of CMIS reports generated by HAD **is the responsibility of, and dependent upon, the accuracy and quality of the data entered by the subject Agency and its Users.**

- E. HAD may use only unidentified, aggregate DE-CMIS data for policy and planning decisions, in preparing federal, state, or local applications for funding, to demonstrate the need for an effectiveness of programs and to obtain a system-wide view of program utilization in the state. With the execution of a data sharing agreement that clearly identifies persons with access and their obligations of confidentiality and protection of the data, HAD may make identifying Client information available to trusted third party professional entities for the planning and data analysis purposes.
- F. HAD will periodically distribute various data quality reports to the AP, which addresses the data within AP's DE-CMIS projects. Data deficiencies and omissions identified in DE-CMIS records will be the AP's responsibility to correct in a timely manner, or before the next data quality report. HAD will be available to consult with the AP and User on the necessary corrective action(s) to be taken. HAD will provide guidance to minimize future similar data errors. The AP is responsible for the data quality and integrity of all Client records which AP Users enter into DE-CMIS.

V. PROPRIETARY RIGHTS OF DE-CMIS

- A. The AP shall not share, release, or distribute username and passwords of the DE-CMIS database to any other APs, Users, businesses, or individuals.
- B. The AP shall not intentionally or knowingly cause corruption of the DE-CMIS database in any manner.

VI. TERMS AND CONDITIONS

- A. This Agreement, dated September 1, 2022, is in effect until September 30, 2023, a period of 13 months.
- B. An Agency Agreement must be executed annually for Agency participation in DE-CMIS.
- C. AP User access may be denied or terminated by HAD for failure to provide and execute User Policy Agreement renewals before the expiration of the previous year's Agreement.

- D. The Agency Partner Agreement may be terminated by HAD for failure to pay annual invoices in full by due date, unless other arrangements can be agreed to by both parties.
- E. Neither HAD nor the AP shall transfer or assign any of their rights or obligations under this Agency Partner Agreement without the prior written consent of the other party.
- F. This Agreement may be terminated by either the AP or by HAD within 90 days of written notice.

This Agency Partner Agreement will be effective from September 1, 2022 through September 30, 2023, once signed by the Agency Authorized Official or Administrator and by Housing Alliance Delaware.

FOR AP AGENCY OFFICIAL OR ADMINISTRATOR –	
Agency Name	
Agency Address	
Agency Mailing Address <i>(leave blank if same as above)</i>	
Print Name	
Contact Number	
Signature	
Date	
Designated Agency Administrator(s) for Agency <i>(point of contact for CMIS-related concerns)</i>	

FOR HOUSING ALLIANCE DELAWARE SYSTEM ADMINISTRATORS ONLY –	
Name	
Title	
Signature	
Date	