

Minnesota HMIS Local HMIS Data Use and Administration Agreement

The following agencies/organizations hereby enter into a “Local HMIS Data Use and Administration Agreement.”

1. _____, the Local HMIS Administrator;
(Name of agency/organization)
2. _____, Continuum of Care Coordinating Agency
(Name of agency/organization)
3. _____, Service Agency/Organization
(Name of agency/organization)

Whereby the above named agencies/organizations agree to share information entered into Minnesota's Homeless Management Information System (Minnesota's HMIS) for the general purpose of administration and system-related data use. The designated Continuum of Care Coordinating Agency (CoC) may provide administrative functions related to Minnesota's HMIS, which may include training, administration, coordination, and report generation, to programs participating in Minnesota's HMIS. The designated CoC may also utilize or disclose information entered into Minnesota's HMIS for the purposes of meeting the CoC's duties, obligations, and goals relative to Minnesota's HMIS.

Furthermore, the participating agencies/organizations:

1. Acknowledge that in transmitting, receiving, storing, processing or otherwise dealing with any consumer protected information, they are fully bound by applicable state and federal regulations governing confidentiality of patient records, which may include the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2), the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), the Minnesota Government Data Practices Act, and the Minnesota Health Records Act, and cannot use or disclose the information except as permitted or required by this agreement or by law.
2. Acknowledge that they are prohibited from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by state and federal regulations governing confidentiality of patient records, including the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2), the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), the Minnesota Government Data Practices Act, and the Minnesota Health Records Act. **A general authorization for the release of information is NOT sufficient for the purpose of meeting requirements relative to 45 FCR Parts 160 & 164.**
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
4. Agree to notify each of the other Participating Agencies/Organizations, within one business day, of any breach, use, or disclosure of the protected information not provided for by this agreement.
5. Agree to adhere to the standards outlined within the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164) which provides consumers access to their protected information, (164.524), the right to amend protected information (164.526), and receive an accounting of disclosures of protected information (164.528).
6. Agree to notify each of the other Participating Agencies/Organizations of their intent to terminate their participation in this agreement.
7. Agree to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected

