

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) COORDINATED SERVICES AGREEMENT

This agreement grants HMIS end users at one agency the ability to enter data and pull reports on behalf of another HMIS-participating agency. Until at least one of the named agencies notifies the HMIS Lead Agency that this agreement is no longer valid, the permissions it grants will continue to apply.

The following agencies hereby elect to enter a "Coordinated Services Agreement":

Agency where the HMIS end users are employed:	
Scope of Coordinated Services Agreement access:	<input type="checkbox"/> All end users within this agency. <input type="checkbox"/> A group of end users within this agency (specify below). <input type="checkbox"/> A single end user at this agency (specify below).
HMIS end user(s) or end user group being granted access:	

Agency under which the HMIS providers are located in the system:	
HMIS providers that access is being granted to (include ID #):	

A. Purpose

The purpose of this agreement is to coordinate client-level data entry and/or reporting in the Minnesota Homeless Management Information System among the participating agencies named above. Coordinated data entry will improve the housing and supportive services provided by the participating agencies. The signed agreement will be maintained by the HMIS Lead Agency, the Institute for Community Alliances.

B. Acknowledgments

The participating agencies:

- Acknowledge that in transmitting, receiving, storing, processing or otherwise dealing with any consumer protected information, they are fully bound by state and federal statute or regulations governing confidentiality of patient records, including the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and

Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), and all subsequent amendments and cannot use or disclose the information except as permitted or required by this agreement or by law.

- Acknowledge that they are prohibited from making any further disclosure of client identifying information unless further disclosure is expressly permitted by the 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) and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164) and all subsequent amendments.
- Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- Agree to endeavor to notify each of the other participating agencies – within one business day of discovery – of any breach, use, or disclosure of the protected information not provided for by this agreement.
- Agree to adhere to the standards outlined within the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164) and pertinent federal regulations which provide 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).
- Agree to notify each of the other participating agencies of their intent to terminate their participation in this agreement in compliance with Section D of this agreement.
- Agree to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected information pertaining to consumers, unless expressly provided for in state and/or federal regulations. The Parties agree to give notice of such action, as allowed by law, as with any other security breach or unplanned disclosure.
- Acknowledge that data ownership rights reside with the participating agency under whose HMIS Provider the data was entered.
- Agree to abide by all other Minnesota HMIS governing documents, including the HMIS Policies and Procedures Manual, Agency Agreement, and Minnesota User Policy, Responsibility Statement & Code of Ethics (User Policy).
- Agree to maintain up-to-date Agency Agreements with the HMIS Lead Agency. The HMIS user named in this agreement must maintain an up-to-date Minnesota User Policy, Responsibility Statement, and Code of Ethics (User Policy) with the HMIS Lead Agency.
- Acknowledge that the participating agency under whose HMIS Provider data is entered will be responsible, along with the HMIS Lead Agency, for ensuring data quality and completeness standards are met.

C. Amendments

Amendments, including additions, deletions, or modifications to this agreement, may be proposed in writing by any party for consideration by the Institute for Community Alliances (ICA). If the proposed amendment is approved and agreed to by all agencies listed in this agreement, ICA will amend this agreement, and forward it to the Partner Agencies for signature.

D. Period of Operation and Termination

This agreement will become effective upon signature by the parties and shall remain in effect until terminated. Each party shall have the right to terminate this agreement upon 45 days prior written notice to the other. If the agreement is to be terminated, the agency that employs the applicable end users is responsible for notifying the HMIS Lead Agency prior to the termination date. Written notice should be sent to mnhmis@icalliances.org. The agreement will terminate automatically when all of the specified users no longer have an active HMIS user license and/or the relevant projects or agencies cease to operate. Violation of any component will constitute immediate termination of the agreement.

E. Signatures

The signatures below constitute acceptance of the "Coordinated Services Agreement" and the signatories confirm that they are duly authorized to enter into the agreement on behalf of their respective entities. Generally, this includes the executive director, or designee, from each agency. There should be one signature per agency.

Agency Name: _____

Address: _____

Name and Title of Authorized Signatory: _____

Signature Date: _____

Signature: _____

Agency Name: _____

Address: _____

Name and Title of Authorized Signatory: _____

Signature Date: _____

Signature: _____