Minnesota's Homeless Management Information System
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.   _____, Service Agency/Organization
                  (Name of agency/organization)

[include CoC Collaborative Applicant as applicable]

3.   _____, Continuum of Care Collaborative Applicant
                  (Name of agency/organization)

Minnesota's Homeless Management Information System (HMIS) is an information system which 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. Federal law and the U.S. Department of Housing and Urban Development (HUD) require service agencies/organizations to collect and report comprehensive data on homeless individuals and their needs. The above named parties have elected to participate in Minnesota's HMIS and agree to share information entered into Minnesota's HMIS for the general purpose of administration and system-related data use. The designated Local System Administrator and Continuum of Care Collaborative Applicant (CoC) will provide administrative functions related to Minnesota's HMIS as required or authorized by law or otherwise permitted by client consent. These functions include training, administration, coordination, and report generation, to programs participating in Minnesota's HMIS. The Local System Administrator and Continuum of Care Lead Applicant will 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 parties named in this agreement:

1. Acknowledge that in transmitting, receiving, storing, processing or otherwise dealing with any client protected information (Protected Information), they are fully bound by applicable state and federal regulations governing confidentiality of client records, which 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 or as permitted by client consent.

2. Acknowledge that they are prohibited from disclosing Protected Information to anyone outside of the above-named parties, unless it 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 under the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, 42 CFR Part 2.**

3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the Protected Information. The Local System Administrator may terminate provider's access to the System for failure to follow the terms of this Agreement.

4. Agree to notify each of the other signatory parties of any breach, use, or disclosure of the Protected Information not provided for by this agreement, within the most expeditious time possible but no longer than 2 business days of discovery.

5. As applicable, 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 parties of their intent to terminate their participation in this agreement with at least 30 days advanced notice in writing.

7. Agree to refrain from releasing Protected Information to any third party without evidence of legal documentation requiring such release or authorizing such release.

8. Agree to make available to the CoC and/or the Local HMIS Administrator internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Information. Information created or received by the agency or program may be reviewed for a compliance audit.

9. Tribal Sovereignty - this agreement or any subsequent agreements shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition.

10. The CoC and Local HMIS Administrator agree to adhere to the most updated version of Minnesota HMIS System Operating Policies and Procedures.

11. Each party acknowledges (a) that it has also signed an agreement with the HMIS System Administrator, and (b) that it will adhere to the parameters of the HMIS System Administrator agreement.

**The Signatures Below Constitute Acceptance of the Minnesota's HMIS
Data Use and Administration Agreement**

1.   Local HMIS Administrator: _____

        Address:_____

        Name & Title of Authorized Signature: _____

        _____   _____
        Signature   Date

2.   Service Agency/Organization Name:_____

        Address: _____

        Name & Title of Authorized Signature: _____

        _____   _____
              Signature   Date

3.   Continuum of Care Lead Applicant: _____

        Address: _____

        Name & Title of Authorized Signature: _____

        _____   _____
              Signature   Date