

WISCONSIN HOMELESS MANAGEMENT INFORMATION SYSTEM

Coordinated Services Agreement

The following agencies hereby enter into a "Coordinated Services Agreement." This agreement allows the Wisconsin and Northern Illinois Homeless Management Information System (HMIS) User listed below to enter client data as, or on behalf of, the agency listed below and/or to report on behalf of the agency.

HMIS User: _____, who is

employed by: _____ will be given the

HMIS User Access Level of: _____ at

the following Collaborating Agency: _____.

The stated user is given permission by the Collaborating Agency to view, enter, or report out on the collaborating agencies data as marked below.

User may view data on behalf of Collaboration Agency

User may enter/edit data on behalf of Collaborating Agency

User may run reports on behalf of Collaborating Agency

User needs add-on reporting license.

A. Purpose

The purpose of this agreement is to coordinate client-level data entry into the 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 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

WISCONSIN HOMELESS MANAGEMENT INFORMATION SYSTEM

Coordinated Services Agreement

Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164).

- 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 any breach, use, or disclosure of the protected information not provided 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 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 Wisconsin and Northern Illinois HMIS governing documents, including the HMIS Policies and Procedures Manual, Agency Participation Agreement and Wisconsin User Agreement.
- Agree to maintain up-to-date Agency Participation Agreements with the HMIS Lead Agency. The HMIS user named in this agreement must maintain an updated HMIS User Agreement 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 of the HMIS Advisory Board. If the proposed amendment is approved by the Advisory Board 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 all 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 party. If the agreement is to be terminated, the agency that employs the named user is responsible for notifying the HMIS Lead Agency prior to the termination date. Written notice should be sent to wihmis@icalliances.org. The agreement will terminate

WISCONSIN HOMELESS MANAGEMENT INFORMATION SYSTEM
Coordinated Services Agreement

automatically when the named user no longer has an active HMIS user license. 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.

User's First and Last Name: _____

User's Agency of Employment: _____

User's Signature: _____

Signature Date: _____

Name & Title of Authorized Person at User's Agency: _____

Authorized Person Signature: _____

Authorized Signature Date: _____

Collaborating Agency's Authorized Person Name and Title:

Collaborating Agency's Name: _____

Authorized Person's Signature:

Authorized Signature Date: _____