

COORDINATED SERVICES AGREEMENT

FOR THE VERMONT HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

The following agencies, AGENCY A and AGENCY B, hereby enter into a “Coordinated Services Agreement”. This agreement allows the Vermont 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.

A. Purpose

The purpose of this agreement is to coordinate client-level data entry into the Vermont Homeless Management Information System among the participation agencies names 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. HMIS Users

HMIS User Name	HMIS User Employer	HMIS User Level

The HMIS User names above will have access to the following HMIS Provider(s)

Agency	HMIS Provider Name	HMIS Provider ID Number

C. 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 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 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 E 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 as with any other security breach or unplanned disclosure.
- Acknowledge that data ownership rights reside with the participating agencies under whose HMIS Provider the data was entered.
- Agree to abide by all other Vermont HMIS governing document, including the HMIS Policies and Procedure Manual, Agency Partnership Agreement and Vermont HMIS User Agreement.
- 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.

D. Amendments

Amendments, including additions, deletions, or modifications to this agreement, may be proposed in writing by any party for consideration of the Vermont HMIS Advisory Board. If the proposed amendment is approved by the Vermont HMIS Advisory Board and agreed to by all agencies listed in this agreement, ICA will amend this agreement, and forward to the Partner Agencies for signature.

E. 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 names user is responsible for notifying the HMIS Lead Agency prior to or on the termination date. Written notice should be sent to VTHMIS@ICALLIANCES.ORG. This agreement will terminate automatically when the person listed in Section B of this agreement is no longer a HMIS User. Violation of any component will constitute immediate termination of the agreement.

F. Signatures

1. The Executive Director of <Agency A> understand that their staff will be entering into <Agency B's> HMIS Provider.

Signature of Executive Director

Name of Executive Director

Title of Executive Director

Agency Name

Date

2. The Executive Director of <Agency B> agree to the HMIS User listed in Section B, employed by <Agency A>, will be entering data into the listed HMIS Provider of <Agency B>.

Signature of Executive Director

Name of Executive Director

Title of Executive Director

Agency Name

Date

3. The HMIS User of <Agency A> understands responsibilities of entering data as <Agency B's> HMIS Provider listed in Section B.

Signature of HMIS User

Name of HMIS User

Title of HMIS User

Agency Name

Date

