

# Homeless and Poverty Action Coalition (HPAC) Interagency HMIS Data Sharing Agreement

## I. General Understandings

By signing this document, \_\_\_\_\_ elects to become a participant in HPAC's Interagency HMIS Data Sharing Agreement.

As such, each participant agrees to share demographic and programmatic client data entered into HPAC's Homeless Management Information System (HMIS) with other agencies who have a signed copy of this document on file with Sacramento Steps Forward (SSF). Since SSF serves as HPAC's HMIS system administrator, each participant agrees to comply with all pertinent SSF and HPAC HMIS policies and procedures.

## II. Uses of HMIS Data

As part of HPAC's Interagency HMIS Data Sharing Agreement, the participant agrees that HMIS data shall be used to achieve the following:

- Reduce inefficiencies and duplication of services within HPAC's region
- Ensure that services are targeted to those most vulnerable and in need
- Improve access to services for all homeless and at-risk populations in HPAC's region
- Coordinate and secure housing for all homeless and at-risk populations in HPAC's region
- Understand the extent and nature of homelessness in HPAC's region
- Evaluate performance and progress toward ending homelessness in HPAC's region
- Pursue additional resources for ending homelessness in HPAC's region
- Advocate for policies and legislation that will support efforts to end homelessness in HPAC's region

## III. Participating Agency Requirements

As part of HPAC's Interagency Data Sharing Agreement, the participant shall:

- Never access identifying information for any individual who is not a client or potential client of their own agency.
- Report only non-identifying information from HMIS in response to requests unless further disclosure is expressly permitted by the written consent of the client to whom it pertains or as otherwise permitted by local, state, and federal regulations governing confidentiality of patient records, including the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients (42 Code of Federal Regulations (CFR), Part 2) and the Health Insurance Portability and Accountability Act of 1996 (45 CFR, Parts 160 and 164).
- Agree to adhere to the standards outlined within the Health Insurance Portability and Accountability Act of 1996 (45 CFR, Parts 160 and 164) and pertinent federal regulations, which allow clients the right to access to their protected information, (164.524), the right to amend

protected information (164.526), the right to revoke consent (164.506), and the right to receive an accounting of disclosures of protected information (164.528).

- Obtain a signed *Informed Consent and Release of Information Authorization Form* allowing personal identifying information to be entered into HMIS.
  - Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent.
  - In the event a client provides consent, basic client demographic and programmatic information will be shared with other participating agencies.
  - In the event a client does not want to share their information with other agencies, it is the responsibility of the participating agency/HMIS user to make the client’s profile information including program enrollment and service history private in HMIS.
- Agree that participants will not deny services based on a client’s choice to release information.
- Acknowledge that participants will not share client/project case notes. Participants may enter into separate Memorandums of Understandings to share case notes.
- Allow additional agencies to join HPAC’s Interagency Data Sharing Agreement at any time.
  - Each new participant must be added to HPAC’s list of HMIS participating agencies.
  - Also, as a part of the informed consent process, clients must be informed that additional agencies may join the agreement and will have access to their information.

#### IV. Terms and Conditions

- No party in this agreement shall assume any additional liability of any kind due to its execution of this agreement. It is the intent of the parties that each shall remain liable, to the extent provided by law, regarding its own acts and omissions, but that no party shall assume additional liability on its own behalf or liability for the acts of any other individual or entity except for the acts and omissions of its own employees, volunteers, agents, or contractors through participation in HPAC’s Interagency Data Sharing Agreement.
- The parties intend that this agreement is for their benefit only and that this agreement creates no rights for any third party.
- A party can withdraw from HPAC’s Interagency Data Sharing Agreement within sixty (60) days by providing written notice to the other participants.
- Upon signing, the participant agrees that this document constitutes the entire agreement and supersedes all prior negotiations, representations, or agreements, whether written or oral.

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Agency Representative Printed Name

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Agency Name

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Agency Representative Signature

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Date