

**ATTACHMENT D**

PA-HMIS Inter-Agency Data Sharing Agreement

## PA-HMIS Inter-Agency Data Sharing Agreement

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*The Pennsylvania Homeless Management Information System (PA-HMIS) is a computerized information system designed to capture Client-level information over time on the characteristics and service needs of men, women, and children at-risk of or experiencing homelessness. The system will be used for a variety of reasons, including efficient data sharing between authorized Partner Agencies, which will in turn provide more effective and streamlined services to Clients. The system is administered by the Pennsylvania Department of Community and Economic Development (DCED).*

*Each PA-HMIS Partner Agency will have access to data entered by its own staff about the Clients they serve. As well, each PA-HMIS user will have access to **Primary Client identifiers** for all open Client records, in order to reduce the creation of duplicate Client records. In order to systematically share **general Client data** with other Partner Agencies, the interested agencies must jointly establish a Data Sharing Network formalized by the execution of this Agreement. This is one of the primary security measures specified in the PA-HMIS Policy and Procedures Manual to maintain the confidentiality and security of Client information.*

This Inter-Agency Data Sharing Agreement is entered into on \_\_\_\_\_ (day/mo/yr) by the Partner Agencies. A list of all current Partner Agencies is available on PA-HMIS at any time. This executed Inter-Agency Data Sharing Agreement shall establish a Data Sharing Network comprised solely of those Participating Agencies listed in PA-HMIS.

Each Agency listed in PA-HMIS agrees as follows:

### 1. General Understandings:

- a. In this Agreement, the following terms shall have the following meanings:
  - A. “Client” refers to a consumer of services;
  - B. “Partner Agency” shall refer generally to any service provider organization which directly enters in the PA-HMIS database;
  - C. “Participating Agency” shall refer generally to any service provider organization which participates in this Data Sharing Agreement;
  - D. “Data Sharing Network” shall refer collectively to all service provider organizations that are participating in this Data Sharing Agreement;

## PA-HMIS Inter-Agency Data Sharing Agreement

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- E. “PA-HMIS” refers to the Pennsylvania Homeless Management Information System managed by the Pennsylvania Department of Community and Economic Development and adopted by the Continuums of Care as the official Homeless Management Information System for the Balance of State;
  - F. “Client Consent for Network Data Sharing” shall refer to the standard PA-HMIS form or a comparable form developed by the Agency, which incorporates the content of the standard PA-HMIS form referred to as the Release of Information.
- b. The Board appointed Executive Director of each Participating Agency is ultimately responsible for ensuring that users within his/her agency abide by all policies stated in this Inter-Agency Data Sharing Agreement.
  - c. Only the Agencies, which are listed in PA-HMIS and who’s Executive Directors have signed the Agreement and dated the signatory page shall be considered a Participating Agency in this Data Sharing Network.
  - d. Each Participating Agency understands that any additions, subtractions or modifications to the original list of Participating Agencies will be available by checking the list in PA-HMIS.
    - A. **Authorization:** The DCED shall authorize data sharing to begin among a network. Data Sharing shall not begin without authorization from DCED. Authorization shall not be granted until DCED obtains the original copy of this Inter-Agency Data Sharing Agreement, which has been signed and dated by the Executive Director of each Participating Agency.
    - B Each Participating Agency shall retain a copy of this Inter-Agency Data Sharing Agreement.
- II. Confidentiality:** The Participating Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records. The Participating Agency shall only release Client records with written consent by the Client or the Client’s guardian, unless otherwise specified in its Notice of Privacy Practices.
- a. The Participating Agency shall abide specifically with the provisions of the Health Insurance Portability and Accountability Act of 1996

## PA-HMIS Inter-Agency Data Sharing Agreement

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(“HIPAA”) and all rules and regulations promulgated pursuant to the authority granted therein (collectively, and collectively with HIPAA, the “HIPAA Regulations” and including, but not limited to, those set forth in 45 C.F.R. §§ 160-164 (2003), all as supplemented, replaced and amended from time to time). The Participating Agency shall also comply any other State law regulating the privacy and confidentiality of personal information.

- b. The Participating Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Participating Agency understands the federal rules restrict the use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- c. The Participating Agency will not solicit or input information from Clients into the PA-HMIS unless it is essential to provide services or perform one of the functions described in the Notice of Privacy Practices.
- d. The Participating Agency agrees not to release any confidential information received from the PA-HMIS database to any organization or individual for the purpose other than those specified in the Notice of Privacy Practices without specific written consent by the Client.
- e. The Participating Agency agrees not to release any Client information collected by other Participating Agencies stored within the PA-HMIS database to any organization or individual not in this Data Sharing Network, unless specified in the Notice of Privacy Practices.
- f. The Participating Agency will ensure that all persons accessing the PA-HMIS have completed the policy and application training modules required for their user type, have executed an PA-HMIS User Agreement, and have been issued his/her own User ID and password for the PA-HMIS. The Participating Agency will ensure that all persons who are issued a User ID and password for the PA-HMIS abide by this Inter-Agency Data Sharing Agreement, including the confidentiality rules and regulations.

## PA-HMIS Inter-Agency Data Sharing Agreement

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- III. Notice and Informed Consent:** Participating Agencies shall use the required Client notification and/or consent procedure prior to entering any Client level data in the PA-HMIS.
- a. Pursuant to the HUD Data and Technical Standards Final Notice published in May 1, 2014 and the PA-HMIS policies and procedures, each Participating Agency will prominently display a PA-HMIS Notice of Privacy Practices or a notice developed by the Subscriber that incorporates the content of the Continuum approved PA-HMIS Notice of Privacy Practices form, in its program offices where intake occurs, and will provide written copy of the Notices to all Clients enrolling in the Subscribers programs and services. The Subscriber will update its Notice of Privacy Practices as needed to comply with federal law and regulations and with the PA-HMIS policy changes.
  - b. The Participating Agency shall provide a verbal explanation of the PA-HMIS and shall make special accommodations to assist the Client in the event that an individual needs special accommodations, is not literate in English or has difficulty understanding the consent form.
  - c. The Participating Agency will implement the appropriate procedures necessary to enforce the Client notification and consent procedures and to ensure that Participating Agency personnel diligently present the Notice of Privacy Practices to incoming Clients. The Participating Agency understands that proper notice, as defined by the PA-HMIS Policies and Procedures, is required **before** entering Client information into the PA-HMIS.
  - d. The Participating Agency understands that informed, written Client consent, as defined by the Policy and Procedures Manual, is required **before** authorizing any general Client information to be shared with authorized Participating Agencies. The Participating Agency also understands that informed, written Client consent must be received from the Client at the time of initial Client intake in order to authorize data sharing with other agencies in this Data Sharing Network. Informed, written Client consent shall be documented by completion of the PA-HMIS Client Consent Form.
  - e. The Participating Agency shall keep signed copies of the Client Consent forms on file for a period of five years after the completion of the consent timeframe. The Participating Agency shall make copies of

## PA-HMIS Inter-Agency Data Sharing Agreement

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the Client Consent available to other Participating Agencies upon request.

- f. The Participating Agency shall not knowingly enter false or misleading data under any circumstances.
- g. If, at any time, the Client submits a written revocation of Client Consent for Network Data Sharing to a Participating Agency, the Participating Agency is responsible for terminating authorization to share the Client's information and for notifying all other Participating Agencies of the revocation. The written revocation will not apply retroactively to Client information that was shared prior to the revocation.
- h. The Participating Agency understands that Clients have the right to refuse to sign the Release of Information. Services will be provided to Clients regardless of whether the Client agrees to release his or her information for the purpose of interagency data sharing, provided the Client would otherwise be eligible for services.

**IV. Use of Shared Data by Participating Agencies:** The Participating Agency shall comply with and enforce the User Agreements and the PA-HMIS Policies and Procedures. The Executive Director and/or Site Administrator of the Participating Agency is responsible for establishing and monitoring proper procedures for agency staff access to and use of the PA-HMIS.

- a. The Participating Agency agrees only to allow access to the PA-HMIS based upon need. Need exists only for those program staff, volunteers or designated personnel who work directly with Clients or who supervise staff working directly with Clients and for those program staff, volunteers or designated personnel with data entry or data-related agency administrative responsibilities.
- b. User roles shall limit each user's access and ability to modify or delete portions of shared Client information. Participating Agencies have agreed to a common level of user access that is appropriate to the job function of each user. Each Participating Agency will assign appropriate user access to authorized Agency users based upon their functions.

## PA-HMIS Inter-Agency Data Sharing Agreement

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- c. The Participating Agency shall establish business controls and practices to ensure organizational adherence to the PA-HMIS Policies and Procedures regarding Inter-Agency Data Sharing.
- d. PA-HMIS management may implement monitoring procedures to ensure compliance with the requisite Client consent and data sharing procedures as defined by this Agreement, the System User Agreement and the PA-HMIS Policies and Procedures. Every User and/or Agency in violation of such protocols may be sanctioned according to the Policies and Procedures, including but not limited to termination of user rights, termination of agency participation and other legal action.

### V. Terms and Conditions

- a. The parties hereto agree that this Agreement is the complete and exclusive statement of the Agreement between parties and superseded all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement.
- b. No Participating Agency shall transfer or assign any rights or obligations without written consent of the other Participating Agencies.
- c. This Agreement may be terminated by submitting written notice to the Pennsylvania Department of Community and Economic Development and the Executive Director of all Participating Agencies with 30 days advance notice. However, please note that, during the first six months immediately following system implementation adjustments to the system cannot be accommodated. In the event that an agency withdraws from the data-sharing network, a revised data sharing network listing will be available in PA-HMIS to all remaining Participating Agencies.

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Participating Agency Name (Printed)

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Name of Agency's **Board appointed Executive Director** (Printed)

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Signature

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Date