

CARES Inter-Agency Data Sharing Agreement

CARES agrees to share client data among participating agencies via the HMIS (Homeless Management Information System), 211, and eligibility lists for the purpose outlined below. Data collected will also be used by CoC and CARES leadership for administrative purposes such as grant reporting, system evaluation and planning. Each participating agency agrees to complete and comply with the CARES Partner Agreement. Each individual HMIS user must complete and comply with the CARES and HMIS requirements, policies and procedures. These documents are available on the CARES Website.

Uses of Data:

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis in the CARES region (North Dakota and West Central Continuum of Care regions),
- Understand the extent and the nature of homelessness in the CARES regions,
- Evaluate performance and progress toward CARES and CoC benchmarks,
- Improve the programs and services available to persons experiencing homelessness or a housing crisis in the CARES region,
- Improve access to services for all homeless and at-risk populations in the CARES region,
- Reduce inefficiencies and duplication of services within our region,
- Ensure that services are targeted to those most in need, including “hard to serve” populations,
- Ensure that clients receive the amount and type of services that “best fits” their needs and preferences,
- Pursue additional resources for ending homelessness,
- Advocate for policies and legislation that will support efforts to end homelessness in the CARES region,
- 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, and
- Tribal specific information shall not be used without the consent of said Tribe.

Client Protections:

- Informed consent must be given by clients in order for their identifying information to be entered into HMIS and shared among agencies in the CARES group (see CARES website for a complete list of participating agencies).
- Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent and regardless of their domestic violence status.
- Identifying client information will only be shared among agencies that have signed this agreement, and may only be used for the purposes identified above under “Uses of Data.”
- At the time of informed consent, and at any point after, the client has the right to see a current list of the CARES participating agencies.
- Additional agencies may join the CARES group with notification and consent of current data sharing agencies. As part of the informed consent process, clients must be informed that additional agencies may join CARES at any time and will have access to their information.
- CARES administrators and HMIS Users will agree to maintain data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities.
- Clients may not be denied services based on their choice to withhold their consent.

Each party to this memorandum of agreement shall defend, indemnify, and hold all other parties harmless from any and all claims arising out of that party’s negligent performance of this agreement. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of a CARES HMIS user or Partner Agency while acting within the scope of their authority under this Agreement shall be borne by that user exclusively.

Agreed to and signed by the following agency representative:

Signature

Printed Name

Agency

Date