

Sacramento Continuum of Care Inter-Agency HMIS Data Sharing Agreement

By signing this Inter-Agency HMIS Data Sharing Agreement, _____ shall be designated a "participating agency" in the Sacramento Coordinated Entry Collaborative. This agency agrees to share demographic and programmatic client data (when authorized to do so by the client) using the Sacramento HMIS (Homeless Management Information System). This agency's client data shall be shared with all participating agencies that also have a signed *Inter-Agency Data Sharing Agreement*, on file with Sacramento Steps Forward. Each participating agency must also complete and comply with the *HMIS Partner Agency Agreement*. Each individual HMIS user must complete and comply with the *HMIS User Agreement*.

This agency has signed and shall comply with the Sacramento County HMIS Policies and Procedures, the HMIS Privacy & Security Policy, and the HMIS Data Quality Plan.

Uses of HMIS Data:

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis in Sacramento County.
- Understand the extent and nature of homelessness in Sacramento County.
- Evaluate performance and progress toward community benchmarks.
- Improve the programs and services available to Sacramento County residents experiencing homelessness or a housing crisis.
- Improve access to services for all Sacramento County homeless and at-risk populations.
- Reduce inefficiencies and duplication of services within our community.
- 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 Sacramento County.

Participating Agency Requirements:

Each participating agency, agrees that such agency:

- Will not access identifying information for any individual who is not a client of the agency. The agency may access its clients' identifying information and request in writing access to statistical, non-identifying information on clients served by other participating agencies.
- Will not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency data sharing agreement (e.g. law enforcement agencies, missing person inquiries, government agencies).
- Will report only non-identifying information from the HMIS in response to requests unless otherwise required by law.

Client Protection:

- Basic client profile data, which includes client demographic (name, birth date, social security number, gender, race, ethnicity, veteran status, language, photo, etc.), will be shared with Sacramento and Yolo County agencies participating in the HMIS and partnering in the Sacramento Coordinated Entry Collaborative in an effort to reduce the event of duplicative client intakes.
- The applicable Informed Consent Authorization form must be signed by the client in order for their *personal identifying information* (including for each household member: name, birth date, gender, race, social security number, phone number, residence address, photographic likeness, or other similar 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 doesn't want to share their information with other agencies, it's the responsibility of the participating agency/HMIS user to make client's program enrollment, services, files, etc. private in HMIS.
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to see a current list of HMIS participating agencies and also has the right to revoke consent.
- Client / Project Case Notes will not be shared under this *Interagency Data Sharing Agreement*. Agencies may enter into separate Memorandum of Understanding to share case notes.
- Additional agencies may join the HMIS and partner in the Sacramento Coordinated Entry Collaborative and will be added to the list of HMIS participating agencies. As part of the informed consent process, clients must be informed that additional agencies may join the collaborative at any time and will have access to their information.
- HMIS users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the "Consumers Informed Consent & Release of Information Authorization" and the "Client Rights Brochure" available on the <http://sacramentostepsforward.org/> website).
- *Clients may not be denied services based on their choice to withhold their consent to share their information.*

No party to 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 the Sacramento Coordinated Entry Collaborative. The parties intend that this agreement is for their benefit only and that this agreement creates no rights for any third party.

Agreed to and signed by the following agency representative:

Printed Name

Agency Name

Signature

Date