

Agency Name: _____ MOU Number: _____

MEMO OF UNDERSTANDING (MOU)
Interagency Data Sharing Agreement
For North Dakota Homeless Management Information System (HMIS)

The North Dakota 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 experiencing homelessness. The system will be used for a variety of reasons, including efficient data sharing between authorized Agencies, which will in turn provide more effective and streamlined services to clients.

In order to systematically share data, the interested agencies must jointly establish a data sharing network formalized by the execution of this MOU.

The MOU is a multi-directional sharing relationship between multiple organizations. MOUs are created on the Admin Level within ServicePoint. A client can only be assigned to one MOU and only by the organization that created that client. The ServicePoint MOU software tool represents the written agreement signed by the participating agencies and an Information Release form listing either the collaboration or accessing agencies by name, signed by the client, and kept on file by the agency. This is one of the primary security measures to maintain the confidentiality and security of client information.

This MOU is entered into on _____ (day/mo/yr) by the Partner Agencies listed on the signatory page. (See attached Signatory Page(s).) This executed MOU shall establish a Data Sharing Network comprised solely of those Participating Agencies listed on the Signatory Page(s).

Each Agency listed on the Signatory Page(s) agrees as follows:

I. General Understandings:

1. In this Agreement, the following terms shall have the following meanings:
 - a. "Client" refers to a consumer of services;
 - b. "Agency" shall refer generally to any service provider organization which directly enters data in the North Dakota HMIS database;
 - c. "Data Sharing Partners" shall refer generally to any service provider organization which participates in this MOU;
 - d. "Data Sharing Network" shall refer collectively to all service provider organizations that are participating in this MOU;
 - e. "HMIS" refers to the North Dakota Homeless Management Information System governed by the North Dakota Department of Commerce's Division of Community Services and adopted by the North Dakota Continuum of Care as the official Homeless Management Information System;
 - f. "System Administrators" refers to the designated individuals who will be responsible for overseeing the daily technical aspects of the HMIS.

2. The Executive Director of each Data Sharing Partner is ultimately responsible for ensuring that users within his/her agency abide by all policies stated in this MOU.
 - a. Only the Data Sharing Partners which have been both listed on the signatory page and whose Executive Director has signed and dated the signatory page shall be considered a Partner in this MOU.
 - b. Each Data Sharing Partner understands that any addition, subtraction or modification to the signatory page shall require that a new, original MOU be signed and dated by the Executive Director of each Partner wishing to participate in the Data Sharing Network.
 - c. The System Administrators shall authorize data sharing to begin. Data sharing shall not begin without authorization from the System Administrators. Authorization shall not be granted until the System Administrators obtain the original copy of this MOU, which has been signed and dated by the Executive Director of each Data Sharing Partner.
 - d. The Data Sharing Partner agrees not to release any client information collected by other Data Sharing Partners stored within the HMIS database to any organization or individual not in this Data Sharing Network.
 - e. The Data Sharing Partner will ensure that all persons accessing HMIS have completed the policy and application training modules required for their user type, have executed an Agency Agreement, and have been issued his/her own User ID and password for HMIS. The Data Sharing Partner will ensure that all persons who are issued a User ID and password for the North Dakota HMIS abide by this MOU, including the confidentiality rules and regulations.
 - f. The North Dakota HMIS administrators may implement monitoring procedures to ensure compliance with Client consent and data sharing procedures as defined by this agreement, the User Agreement, and the North Dakota HMIS

II. Terms and Conditions:

The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.

- a. No Data Sharing Partner shall transfer or assign any rights or obligations without the written consent of the other Data Sharing Partners.
- b. This agreement may be terminated by submitting written notice to the HMIS Administrators and the Executive Director of all Data Sharing Partners with 30 days advance notice. In the event that other parties desire continuation of the data sharing arrangement, a new MOU shall be executed among the interested parties.

