

**HOMELESS MANAGEMENT
INFORMATION SYSTEMS (HMIS) DATA SHARING**

MEMORANDUM OF UNDERSTANDING

May 1, 2022 – June 30, 2027

Between

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

And

**THE COALITION OF HOMELESS
SERVICES PROVIDERS**

MEMORANDUM OF UNDERSTANDING (M.O.U.)

I. DECLARATION

This agreement is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES** hereinafter referred to as **DSS**, and **THE COALITION OF HOMELESS SERVICES PROVIDERS**, hereinafter referred to as **the Coalition**, for the purpose of sharing data from the local Homeless Management Information System (HMIS). This agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

An HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families currently experiencing or at risk of homelessness. Data on persons experiencing homelessness (PIH) is collected and maintained at the local level and HMIS data can be used to inform homeless policy and decision-making. Specifically, an HMIS can be used to understand patterns of service use and measure the effectiveness of homelessness response systems.

The Coalition maintains the local HMIS application and is the custodian of its database.

The data within the local HMIS has not been crossed analyzed with other systems with the purpose of gaining potential insights into solutions to the problem of homelessness.

The goal of this MOU is to begin the process of this analysis which will provide a wealth of information on homelessness in Monterey County and the surrounding areas. This will include a study of:

- Characteristics of the homeless population
- A match of the HMIS data to the data available from DSS-specific applications for further research and analysis. This information will provide DSS with greater insight into its customers, thereby enabling the provision of more effective and tailored services. DSS applications included in the scope of this MOU will include:
 - California Statewide Automated Welfare System (CalSAWS)
Contains information needed to determine eligibility for entitlement programs such as CalWORKs, Cal Fresh and Medi-Cal.
 - Case Management Information and Payrolling System II (CMIPS II)
Contains information related to the In-Home Supportive Services (IHSS) program.
 - Child Welfare Services/Caseload Management System (CWS/CMS)
Contains information captured during Child Welfare investigations as well as placement information.

- LEAPS
Contains information captured during Adult Protective Services investigations.

Further, the information, once stripped of Personally Identifiable Information (PII), will be made available to partner agencies serving PIH within and around Monterey County. This will assist agencies working with the population who wish to conduct their own review and analysis.

III. SCOPE OF SERVICES

THE COALITION agrees to:

1. Provide read-only access to the HMIS database.
2. Provide an export of several universes within the database, including but not limited to, Client, Services, and Programs.
3. Respond to requests of DSS and their representatives within 3 days.
4. Meet regularly with DSS and their representatives to provide insight to how data is collected and how anomalies may occur.

DSS agrees to:

1. Access the HMIS database using industry standard secure protocols.
2. Securely store all HMIS derived data on the DSS Oracle Cloud instance, or on the DSS SAS Server instance.
3. Treat the HMIS data as native DSS data for purposes of data security and protection/prevention of data breaches. In case of a Data Breach, DSS will follow California State disclosure guidelines and will communicate with the Coalition such event as soon as it is deemed reasonable via phone and mail.
4. Refrain from selling the HMIS data.
5. Refrain from using any of the Coalition data sets to take negative actions against customers.
6. Maintain all agency identifiers.
7. Vet all reports designed to be publicly available through the Homeless Coalition for approval. The Homeless Coalition will have the authority to veto the publication of any public reports.
8. Any publicly available reports will not contain any identifiers from any contributing agencies. DSS will create unique identifiers that will prevent the identification of any individual.
9. Provide to the Coalition all the analyses conducted on the data, provided it can be done without revealing PII or otherwise breaking the confidentiality of DSS customers.
10. Provide to the Coalition the following
 - a. A report that indicates mismatches between HMIS and DSS sources regarding

- whether an individual is receiving aid (waiver is on file with the Homeless Coalition).
- b. A report that flags customers receiving Medi-Cal (waiver is on file with the Homeless Coalition).
- c. An analysis of the types of services that best help an individual get out of homelessness.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

THE COALITION shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the COALITION's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "COALITION's performance" includes COALITION's action or inaction, and the action or inaction of COALITION's officers, employees, agents and subcontractors.

B. CONFIDENTIALITY AND RECORDS

The COALITION will not have access to internal confidential DSS records.

DSS agrees to treat and protect the HMIS data in a confidential and secure manner using the same tools and protections as native DSS data sets as described in Scope of Services, section III of this agreement. HMIS Data is subject to Federal Housing and Urban Development HMIS Privacy and Security Standards, State and Local Privacy laws.

C. TERM

This agreement shall commence effective May 1, 2022 and remain in full force and effect until June 30, 2027. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

D. FISCAL

There are no fiscal provisions to this agreement.

V. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Lori A. Medina, Director
Department of Social Services
1000 S. Main Street, Suite 301
Salinas CA 93901

Roxanne V. Wilson, Executive Officer
Coalition of Homeless Services
Providers
1942 Fremont Boulevard
Seaside CA 93955

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

COUNTY

BY: _____
Lori A. Medina, Director
Department of Social Services

_____ Date

COALITION

BY:  3/13/2022 | 7:22 PM PDT
Roxanne V. Wilson, Executive Officer
Coalition of Homeless Services Providers

_____ Date

APPROVED AS TO FORM:


Deputy County Counsel
3/14/2022 | 11:40 AM PDT

_____ Date