

# San Luis Obispo County Continuum of Care Homeless Management Information System AGENCY PARTICIPATION AGREEMENT

This agreement is entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_(mm/dd/yyyy) between the County of San Luis Obispo (Homeless Management Information System (HMIS) Lead Agency), hereafter known as "County," and \_\_\_\_\_ hereafter known as the "Agency," regarding access and use of the Homeless Management Information System.

## I. Introduction

This document provides the framework for participant agencies of the San Luis Obispo Continuum of Care (CoC) Homeless Management Information Systems (HMIS).

The fundamental goal of HMIS is to improve care coordination for homeless persons in our CoC. This will be possible through providing a user-friendly and high-quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning for service providers. This data will then be used to complete reporting requirements as established by the U.S. Department of Housing and Urban Development (HUD) and other federal, state and local funders as needed.

In compliance with all federal, state and local requirements regarding client/consumer confidentiality and data security, HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk of becoming homeless.

The County coordinates and funds programs providing homelessness prevention, emergency shelter, housing and supportive services to persons who are homeless or in housing crises in San Luis Obispo County ("Homeless Services"), and supports and improves the availability and provision of Homeless Services through the facilitation of quality review activities and allocation of available community resources based on data reported to HMIS.

The Homeless Services Oversight Council (HSOC), the CoC Governing Board, designated the County as the lead agency for HMIS and employs the System Administrator and other HMIS staff.

Agency is a provider of Homeless Services to clients in and around San Luis Obispo County and contributes data into HMIS as required by federal, state, and local funders. All Homeless Services providers are encouraged to participate in HMIS, except for domestic violence providers covered by the Violence Against Woman Act (VAWA).

Bell Data Systems, Inc., PO Box 1428, Mooresville, NC, 28115, is the contracted HMIS vendor for the San Luis Obispo County CoC.

## **II. Governing Principles**

Described below are the overall governing principles upon which all decisions pertaining to HMIS are based. The Agency is expected to read, understand and adhere to these principles.

### **2.1. Protection of Client Privacy**

- The Agency that is considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HIPAA regulations.
- The Agency that is not considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations establishing by the U.S. Department of Health and Human Services is required to operate in accordance with HMIS Privacy Policy and Procedures.
- The Agency will comply with all applicable federal and state laws regarding protection of client privacy.
- The Agency will comply with all policies and procedures established by the CoC pertaining to protection of client privacy.
- The Agency will use a Privacy Notice to standardize the explanation of agency/HMIS privacy rules to clients

### **2.2. Confidentiality**

The rights and privileges of Clients are crucial to the success of HMIS. These policies will ensure Clients’ privacy without affecting delivery of services, which is the primary focus of the Agency.

- The Agency agrees to post a Privacy Public Notice where Client intake is completed to inform clients of their intent to collect and enter data into the HMIS.
- The Agency will provide copies of the Privacy Notice, detailing all privacy protections in place within the HMIS, to any Client upon request.
- The Agency will not share any confidential information received from HMIS to any organization or individual without consent from the Client, unless otherwise permitted by applicable regulations or laws.
- The Agency will ensure that all persons who are issued a User Identification and Password to the HMIS abide by this agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
- The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by the County on privacy and confidentiality policies and HMIS. Agency employees must demonstrate mastery

of that information prior to activation of their User License. The Agency will notify the HMIS System Administrator when a staff member with a User ID and Password leaves the Agency within two (2) business days of the staff member's last day.

- The Agency agrees that those granted Agency Administrator system access must first complete HMIS Agency Administrator training provided by the County and adhere to the Agency Administrator user guidelines.
- The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

### **2.3. Custody of Data**

Client data is the most valuable and sensitive component of HMIS. These policies will ensure integrity and protect Client data from accidental or intentional unauthorized modification or disclosure.

- The Agency understands that Client data will be encrypted at the server level using encryption technology.
- The Agency understands the file server, which contains all Client information, including encrypted identifying Client information, will be located at Bell Data Systems.
- If this Agreement is terminated, the County shall maintain their right to the use of all Client data previously entered by the terminating Agency; this use is subject to any restrictions requested by the Client.

## **III. Roles and Responsibilities**

### **3.1. HMIS Lead**

- The County will provide the Agency 24-hour access to HMIS data-gathering system, via internet connection.
- The County reserves the right to provide up to two (2) Bell Data User licenses to each HMIS Agency based on the size of the client population at no cost. An Agency may purchase additional user licenses under separate contract.
- The County will provide template for a Client Release of Information Authorization (ROI) form.
- The County will provide initial training and refresher training as required to HMIS Users.
- The County will provide basic user support and technical assistance (i.e., general trouble- shooting and assistance with report generation) in accordance with standard operating procedures.
- HMIS data used in reports released to the public will be limited to presentation of aggregated, or summary, data. Personal identifying information will never

be published.

- The County will monitor quality and timelines of data entry.
- The County will notify the Agency Administrator and/or Executive Director if it becomes aware of any violation of HMIS policies or procedures on the part of HMIS Users at this organization. If the violation is a security incident, the System Administrator will also present the incident to the HMIS Advisory Committee.

### 3.2. **Agency**

- The Agency Administrator will be the main contact for the Agency in matters regarding HMIS. The Agency Administrator will be the first contact for user staff for issues concerning HMIS before the System Administrator is contacted.
- The Agency Administrator will inform the System Administrator within two (2) business days if a staff user leaves the Agency. Agency will notify the System Administrator when new users need to be trained and assigned license.
- HMIS Users will accurately enter data in a timely fashion; within three (3) business days of entry or exit into the program whenever possible.
- The Agency Administrator will monitor HMIS data quality and be responsible to ensure that data is corrected based on monthly data quality reports.
- The Agency Administrator (or designated Agency HMIS User) will be required to attend any HMIS User meetings and inform any other Agency Users of the information discussed.
- Agency will not purposefully enter inaccurate information or over-ride accurate information entered by its own Agency or another Agency.
- The Agency shall not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

## IV. **Standard Operating Procedures**

### 4.1. **HMIS Participation**

- The Agency participating in HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions of this partnership in the Agency Participation Agreement.
- The Agency shall confirm their participation in HMIS by submitting a signed HMIS Agency Participation Agreement to the HMIS System Administrator.
- The Agency shall inform the HMIS System Administrator in writing of their intention to terminate the HMIS Agency Participation Agreement. The System Administrator will revoke access of the Agency staff to HMIS and will keep all termination records on file with the associated HMIS Agency Participation Agreement.

- If the System Administrator determines that the Agency is in violation of the terms of the HMIS Agency Participation Agreement, the Agency, the County and the HSOC Finance and Data Committee will work to resolve the conflict. If unable to resolve conflict(s) and it results in termination the Agency will be notified in writing of the intention to revoke their participation in HMIS.

#### 4.2. User Authorization & Passwords

- HMIS Users including the Agency Administrator must have a specific function and purpose for using and entering data into HMIS.
- The Agency staff participating in HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions of the Agency Partnership Agreement.
- The Agency Administrator must only request user access to HMIS for those staff members that require access for business purposes only. **All users must have their own user ID and password and should never be allowed to use a user ID that is not assigned to them.** Licenses will only be assigned once staff member has completed all required HMIS training.
- The Agency will not share assigned User IDs and Passwords to access HMIS with any other organization, government entity, business, or individual.
- The Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and/or sexual orientation.
- The System Administrator will confirm that the Agency provides HMIS workstation(s) that:
  - Has and uses a hardware or software firewall.
  - Has and uses updated virus protection software
  - Has and uses screens that “go to sleep” after 5 minutes of inactivity and require a password to re-activate
  - Has screens positioned so that data is not visible to others; (i.e. – other staff, clients, etc. who are in the immediate area)
  - Do not have user names and/or passwords posted in visible and/or accessible locations
- When the Agency Administrator identifies a staff member that requires access to HMIS, the System Administrator will coordinate the training and qualify the HMIS User. The User Agreement will be provided to the prospective user to read, sign and return to the System Administrator. A new user ID and temporary password will then be created and issued.
- If a staff user forgets his or her password or has reason to believe that someone else has gained access to their password, they must immediately notify their Agency or System Administrator. The Agency or System

Administrator has the ability to reset the user's Password and notify the user of the new temporary Password.

#### 4.3. **Data Entry**

Client data will be gathered according to the policies, procedures and confidentiality rules of each individual program. The Agency will only enter into HMIS individuals that exist as Clients under the Agency/Program's jurisdiction.

- The Agency shall use Client information in HMIS, as entered by the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client including referrals through Coordinated Entry.
- The Agency will only enter Client into HMIS with the Client's authorization. Clients may refuse to have data entered, at which point the Agency has two options: to create an unnamed client or leave the client out of the system. Clients may not be denied services based on their refusal to have their information entered into HMIS.
- The Agency will accurately enter data in a timely manner, within three (3) business days of entry or exit into the program or as needed when there is a significant change in information. The Agency shall not misrepresent its Client base in the HMIS system by entering known inaccurate information. Client records should be updated in HMIS at the minimum of once per year.
- The Agency will enter all client and program level data elements defined by the CoC and/or required by HUD and/or other federal, state and local funders.
- The Agency will routinely review records it has entered into HMIS for completeness and data accuracy.
- The Agency is responsible for the accuracy, integrity, and security of all data input by said Agency.
- If using paper, the intake data collection forms correctly align with the newest intake form
- The Agency understands that good data quality of Client specific data is essential to the meaningful analysis and accurate reporting of Continuum of Care data.
- HUD funded programs are required to use HMIS to remain in compliance with their HUD grant. Failure to participate in HMIS could result in HUD funding being reduced or eliminated.
- There should be congruity between the following HMIS data elements, based on the applicable homeless definition: (Is Client Homeless, Housing Status, Prior Living Situation and Length of stay at prior living situation are being properly completed).
- Agencies should have an organized exit process that includes the proper procedure to communicate discharge destination and evidence exists that discharge destination data is properly being entered into the HMIS

- Federal funded programs have minimum data entry requirement based on different funding type. For details refer to the most recent [HMIS Data Standards Manual](#). All non-federal funded programs who are willing to participate in HMIS will at least enter the minimum required data elements—referred to as Universal Data Elements in the [HMIS Data Standards Manual](#).

#### 4.4. Release and Disclosure of Client Data

Once collected, providers have obligations about how PII information may be used and disclosed. Uses and disclosures either are required by HUD (e.g., participants' access to their own information, oversight of compliance with the HMIS data privacy and security standards) or are permitted by HUD (e.g., to provide services, reporting to funders). HUD's required and permitted uses and disclosures must be stated in the CoC's Privacy Notice.

Per the 2004 HMIS Data and Technical Standards, HUD permits the following uses and disclosures of PII without participant consent, provided that the uses and disclosures are listed in the CoC's Privacy Notice. If any of these uses and disclosures is not listed in the Privacy Notice, consent is required:

- To provide or coordinate services to an individual
- For functions related to payment or reimbursement for services
- To carry out administrative functions, including but not limited to legal, audit, personnel, oversight, and management functions
- For creating de-identified from PII

Per the 2004 HMIS Data and Technical Standards, HUD also permits the following types of uses and disclosures of PII without participant consent, provided that these additional uses and disclosures are listed in the Privacy Notice. If any of these uses and disclosures is not listed in the Privacy Notice, consent is required:

- Uses and disclosures required by law
- Uses and disclosures to avert a serious threat to health or safety
- Uses and disclosures about victims of abuse, neglect, or domestic violence
- Uses and disclosures for research purposes
- Uses and disclosures for law enforcement purposes

Per the 2004 HMIS Data and Technical Standards, HUD requires two mandatory disclosures regardless of their inclusion in the Privacy Notice:

- Participants' access to their own information
- Disclosures for oversight of compliance with HMIS data privacy and security standards

Certain uses and disclosures may also be prohibited or otherwise restricted by other federal, state, or local laws. For instance, recipients of Violence Against Women Act funding are prohibited from disclosing PII without the participant's written consent.

- The Agency must decide for each of their programs whether to obtain consent through implied (posted privacy notice), verbal, or informed (written authorization) methods. Regardless of the type of consent method used, all consent must be obtained fairly and in good faith. The HUD HMIS Data and Technical Standards allow agencies to collect data using implied consent at minimum, given that some agencies service a high volume of clients. The standards also recognize that there may be a need for greater privacy protection and recommend informed consent in those cases. The three forms of consent are described briefly below.
- **Implied consent** (posted privacy notice): HMIS data collection is explained and the client gives their information freely, without directly being asked to participate.
- **Verbal consent**: The client verbally agrees/disagrees to participate in HMIS data collection.
- **Informed consent** (written authorization): The client signs a form to agree/disagree to participate in HMIS data collection.
- The Agency can decide by program how to obtain consent based on what is the most practical method for the program type (e.g., verbal consent for call-based referrals versus informed consent for housing programs). Consent must be obtained in a consistent manner within each program, meaning that all of a program's clients must provide the same form of consent. Agencies that serve non-English speaking clients should provide consent information in a language that their clients can understand (e.g., Spanish).

#### 4.5. **Publication of Reports**

- The Agency agrees that it may only release aggregated or summary information generated by HMIS that is specific to its own client data. The Agency may make aggregated data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. Aggregate data that does not contain any Client personal identifying information, including but not limited to, Name, Social Security Number and Address, may be shared with internal and external agents. This policy should be made clear to Clients as part of the Informed Consent procedure.
- The Agency shall retain access to identifying and statistical data on the Clients it services.
- The County will use only unidentified, aggregate HMIS data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of a program, and to obtain a view of program utilization.

#### 4.6. **Server Availability**

The System Administrator will strive to maintain continuous availability by design and by practice.

- Necessary and planned downtime will be scheduled when it will have least impact, for the shortest possible amount of time, and will only come after timely communication to all participants.

- If a user discovers server is down, the user will report immediately to their Agency Administrator. The System Administrator will notify users by email if they become aware server is down (unplanned).
- All other procedures for maximizing server availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the System Administrator and Bell Data Systems.

#### **4.7. Compliance**

Compliance with these Policies and Procedures is mandatory for participation in HMIS.

- The Agency shall follow, comply with and enforce the User Agreement & Code of Ethics form (See: HMIS Standard Operating Procedures Manual). HMIS documents may be modified by the CoC as needed. Changes will be communicated to HMIS Users.
- Bell Data is HIPPA compliant. All changes to Client data are recorded in the system and can be audited if there is suspected misuse of the system.
- The Agency is responsible for ensuring they meet the Privacy and Security requirements detailed in HMIS Standard Operating Procedures Manual.
- The County will schedule periodic monitoring visits to ensure that HMIS policies and procedures are being followed.

#### **4.8. Technical Support**

The County will provide support include problem reporting, requests for enhancements (features), or other general technical support.

Users shall submit support request to their Agency Administrator or the System Administrator. Users shall not, under any circumstances submit requests directly to the software vendor.

#### **4.9. HMIS Document Revisions**

The County will coordinate the compilation and revisions of all HMIS documents. Proposed changes may originate from any HMIS user.

1. When proposed changes originate within the Agency, the Agency Administrator must review and then submit to the System Administrator. The System Administrator will maintain a list of proposed changes.
2. The list of proposed changes will be discussed by the County and the HSOC Finance and Data Committee. Results of said discussion will be communicated, along with the amended Policies and Procedures. The revised Policies and Procedures will be identified within the document by the date of the discussion.

3. Updated HMIS documents and forms are available in pdf format on the [County website](#).

#### 4.10. **Term and Termination**

This Agreement is effective as of the Effective Date and, except as otherwise provided herein, shall continue for a term of one (1) year at which time this Agreement shall automatically renew for additional one (1) year terms. To the extent the Agency has entered into a Master Provider Agreement or Program Agreement with the County, this Agreement shall automatically terminate upon the termination of the Master Provider Agreement between the County and Agency and shall automatically terminate as to any programs for the provision of Homeless Services to the extent any Program Agreement between the County and Agency is terminated. This Agreement may be otherwise terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party; provided, however, the party breaching or violating this Agreement may cure any breach or violation prior to the effective date of termination and this Agreement will continue unless otherwise terminated as provided herein.

#### 4.11. **Indemnification**

The Agency shall indemnify, hold harmless and defend the County, its officers, directors, trustees, agents and employees (the representatives) and the County funding sources and their representatives, from and against any and all claims, judgments, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties or other damages that relate directly or indirectly to (i) bodily injuries to or death of persons serviced by the Agency; (ii) damage to property caused by, or purportedly caused by, the Agency, its agents or employees; (iii) services or programs offered by the Agency; (iv) the use, occupancy or operation of the shelter operated by the Agency; (v) improper or unauthorized use or disclosure of Data; (vi) breach or violation of the terms and provisions of this Agreement; or (vi) any act, performance, or failure to perform by the Agency, its officers, agents, employees or assigns, including attorneys' fees and expenses reasonably incurred in investigating or enforcing this indemnity. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way, directly or indirectly, contingently or otherwise, affect any party and all parties have the right to participate in the defense to the extent of its own interest. The approval of any of the Agency's policies by the County shall in no way affect or change the terms and conditions of this provision.

#### 4.12. **Miscellaneous**

- (a) Entire Agreement; Amendment. This Agreement constitutes the entire understanding of Agency and the County with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended or modified

only by a writing executed by the duly authorized representatives of the parties hereto.

- (b) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than Agency and the County any rights or remedies under or by reason of this Agreement.
- (c) Independent Contractors. The County and Agency are independent contractors, and nothing herein or otherwise is intended to cause either party to be deemed a joint venturer, employee or partner of the other for any purpose whatsoever.
- (d) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions hereof shall be interpreted and construed as though such invalid or unenforceable provision had not appeared.
- (e) Governing Law. This Agreement shall be governed by the laws of the State of California.
- (f) Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after it is mailed, certified, return receipt requested, postage prepaid or sent by facsimile with written confirmation of receipt:

- (i) If to the County, addressed to:

Department of Social Services  
3433 S. Higuera St  
San Luis Obispo, CA 93401  
Attn: HMIS System Administrator

- (ii) If to Agency, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.

- (g) Assignment. This Agreement may not be assigned or transferred in whole or in part by any party and purported assignment without the express written consent of the other party is void.

- (h) Binding Effect. This Agreement shall be binding upon the successors and assigns of the respective parties.
- (i) Interpretation. This Agreement is to be deemed to have been prepared jointly by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any party but shall be interpreted according to the rules for the interpretation of arm's length agreements.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective on the Effective Date.

AGENCY:

THE COUNTY OF SAN LUIS OBISPO:

\_\_\_\_\_

Department of Social Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Devin Drake,  
Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Dated: \_\_\_\_\_