**HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)**
**Finance and Data Committee Agenda**
August 26, 2020, 10 a.m.

Participate by Zoom video call:
https://zoom.us/j/94821914319?pwd=WklKNkdTbzBGVkF5dzFWNnQxN2Q1UT09

Or dial in:
+1 669 900 9128
Meeting ID: 948 2191 4319
Passcode: 661387

1. Call to Order and Introductions

2. Public Comment

3. Consent: Approval of Minutes

4. Action/Information/Discussion

   4.1 Discussion Item: Homeless Point in Time Count

       4.1.1   Discussion Item: 2021 Point in Time Count Request for

       Proposals

   4.2 Discussion Item: Homeless Management Information System (HMIS)

       4.2.1   Action Item: Vote to approve updated San Luis Obispo County

       HMIS Participating Agency Agreement

       4.2.2   Action Item: Vote to approve updated San Luis Obispo County

       HMIS User Agreement

       4.2.3   Action Item: Vote to approve San Luis Obispo County HMIS

       Grievance Form

   4.3 Discussion Item: Coordinated Entry

       4.3.1   Discussion Item: Importing Data from ClientTrack to Bell Data

       HMIS

       4.3.2   HUD Required Coordinated Entry Data Elements effective

       October 1, 2020

4.4 Discussion Item HUD CARES Act

    4.4.1   Discussion Item: New Project Setup in HMIS

    4.4.2   Discussion Item: 1st ESG-CV CAPER Report due October 30, 2020

5. Future Discussion/Report Items

6. Next Meeting Date: September 30, 2020

7. Adjournment

# HOMELESS SERVICES OVERSIGHT COUNCIL
## HSOC FINANCE AND DATA COMMITTEE MEETING
### August 4 2020, 10am-12pm

| MEMBERS PRESENT | MEMBERS ABSENT | STAFF & GUESTS |
|---|---|---|
| Janna Nichols<br>Shay Stewart<br>Sstoz Tes | Jeff Al-Mashat<br>Jessica Thomas | Andrea Alvarado<br>Angela Smith<br>Elaine Mansoor<br>George Solis<br>Laurel Weir<br>Riley Smith<br>Russ Francis |

| AGENDA ITEM | | CONCLUSIONS/ACTIONS |
|---|---|---|
| 1. Call to Order and Introductions | Janna called the meeting to order and introductions were made. | |
| 2. Public Comment | George shared that DSS (Department of Social Services) are working on updating their HMIS (Homeless Management Information System) support. Users can now access a form on the HSOC website, from which they can fill out their name, agency and issue, then send this information to the HMIS support email account. All HMIS users will receive an email about this process soon. | |
| 3. Consent: Approval of Minutes | | Sstoz made a motion to approve the minutes. Shay seconded. All were in favor. |
| 4. Action/Information/Discussion | | |
| 4.1 Discussion Item: Homeless Point in Time Count | Janna and George provided background on the PIT (Point in Time) Count. The PIT Count is a visual street count of people who are homeless, augmented with a sampling survey. A number of funding streams depend on the PIT Count. HUD (Department of Housing & Urban Development) requires a biannual count, and an annual count of the sheltered population and the submittal of a HIC (Housing | |

|  |  | Inventory Count). The HIC reports on all beds available for the homeless population in the County.

The PIT Count takes place on one day, usually in the last week of January. The 2020 PIT Count was on January 27, and reported 251 sheltered individuals. This represents a 20% decrease from the 2019 Count, which reported 311 sheltered individuals. The Committee discussed what this decrease could be attributed to. Sstoz shared that CAPSLO had reduced the number of nights that families from out of the County were able to stay at their shelter, which led to a reduction in numbers, and this likely had an impact.

The next PIT Count is expected to take place in January 2021, for both sheltered and unsheltered individuals. |  |
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| 4.1.1 | 2020 Housing Inventory Count/ Point in Time Count Reports | George provided more background on the HIC. This involves working with agencies to determine bed capacity and coverage on the same day as the PIT Count. For the 2020 HIC, the county's bed coverage for households without children was 61%, compared to 37% in 2019. Bed coverage for households with children was 80% in 2020, compared to 38% in 2019. This increase is largely due to not all rapid rehousing beds being reported in 2019. |  |
| 4.1.2 | 2021 Point in Time Count Request for Proposals | George shared that the RFP (Request for Proposals) for vendors has been released. The RFP deadline is August 12. HUD have suggested that the 2021 PIT count may be deferred due to COVID. There has been no correspondence from the State regarding this (some State funding programs depend on the PIT count too).
The Committee discussed options around explaining the change in bed coverage between 2019 and 2021. Zip code data is not collected in HMIS, but CAPSLO does collect people's most recent permanent residence zip codes, and would be able to demonstrate this change between years. |  |

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| 4.2 Discussion Item: Homeless Management Information System (HMIS) | | |
| 4.2.1 HMIS Privacy Policy | At the last Finance & Data Committee meeting, the Committee approved the new HMIS Privacy Policy. The Privacy Policy referred to a HMIS Grievance Form, and so the Committee requested that this be shared. | |
| 4.2.1.1 HMIS Grievance Form | George had drafted a version of a new HMIS Grievance Form, which was attached to the agenda packet for the Committee to review. The form is to be used if a client has a disagreement about how their data is used. The Committee agreed that the Finance & Data Committee is where Grievance Forms should go for review.<br><br>The Committee discussed making the recommendation to the full HSOC that this Grievance Form be adopted. As this was not listed as an action item in the agenda, this recommendation could not be made in this meeting, but will be added to the agenda for the next Finance & Data Committee meeting. | |
| 4.2.2 HMIS Participating Agency Agreement | George shared that DSS have been working with HUD TA (Technical Assistance) on updating their HMIS Participating Agency Agreement. It seemed an opportune time to do this as two new agencies are joining HMIS (Transitional Food & Shelter and the Salvation Army).<br>George requested that feedback be sent to him by Monday August 10. | |
| 4.2.2.1 Discuss Client verbal or written consent | The Committee discussed the Privacy Posted Notice that must be provided to clients. George confirmed that written consent is the preferred method, but verbal consent is also acceptable, where agencies are doing street outreach or intake by phone.<br>George confirmed that HUD does not require agencies to read out the entire notice. The Privacy Policy needs to be available, e.g. on a website, or a copy emailed to clients. Laurel confirmed that the long | |

| | | notice that CAPSLO have been using is no longer needed, as long as the Privacy Posted Notice has been posted and the Privacy Policy is available. This has been confirmed by HUD TA.<br><br>The Committee discussed possibilities around a form that revokes rather than grants consent to use personal data, but noted that this could get into difficult legal ground. DSS staff will do research into simplified consent forms that refer to both the Privacy Posted Notice and Privacy Policy. | |
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| 4.2.3 | HMIS Systems Administrators Calls | George shared that he and Jessica Lorance are attending monthly system administrator calls with HUD, covering upcoming changes and reporting requirements. The last call covered project setup for the ESG-CV (Emergency Solutions Grant – Coronavirus) program. ESG-CV reporting will be different than it is for the main ESG program. For ESG-CV, recipients will be required to submit a quarterly CAPER (Consolidated Annual Performance and Evaluation Report), rather than an annual CAPER for the main ESG program. The implementation deadline for the Coordinated Data Entry data element in HMIS is October 1 2020. George suggested that there could be a need for a Coordinated Entry work group to focus on this, including the issue of double entering.<br>Janna asked about the possibility of software that could export from Client Track to HMIS. Sstoz agreed that this would be useful for CAPSLO. George said he will reach out to Bell Data to find out the specifics they would need. | |
| 4.2.4 | Preparing HMIS during the COVID-19 Health Crisis Workshop | HUD is currently running intensive workshops. George, Jessica and Laurel have been on calls for HMIS, helping to prepare during COVID. The first call reviewed privacy policies. George and Jessica are also working on a new user request form for agencies to fill out to request access to HMIS. | |
| 4.2.5 | California Emergency | George shared that CESH is a relatively new funding program, which funds 5CHC (5Cities Homeless Coalition), Community Action | |

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| | Solutions and Housing Program (CESH) HMIS Report | Partnership of San Luis Obispo (CAPSLO), and El Camino Homeless Organization (ECHO). The first annual report for CESH was submitted to the State on Friday 31 July. This was attached to the agenda packet. | |
| 4.2.6 | Discuss whether to conduct Request for Proposals for vendor selection to upgrade/ improve HMIS | Janna provided some background: HUD requires the use of a HMIS to meet their data standards. There are many companies which provide HMIS-compliant software; SLO County CoC is in contract with Bell Data currently, though CAPSLO uses Client Track and the Good Samaritans use Service Point.<br>HUD TA had suggested in the past that these systems should be consolidated into one. This was on the agenda earlier in the year, but was delayed by COVID. HUD have since recommended not changing HMIS vendor during COVID. George has contacted HUD to ask what the guidance is for communities already involved in the RFP process for a new HMIS vendor. HUD responded suggesting that communities should carefully consider staff resources that would be diverted away from pandemic activities, and that their TA is primarily focused on mitigation of issues caused by the pandemic, and so help with other issues will be limited.<br>The Committee agreed that it would be difficult for the County to take this work on on top of everything else currently going on, and so focused on what else Bell Data can provide.<br>George shared that $150k of the CESH budget is set aside for HMIS improvements, and this has been improved by HSOC and the Board of Supervisors. The Committee agreed to send a HMIS vendor checklist to the agencies using HMIS, to establish what they like and dislike about the current system, and what else they would like. George will also send out the Privacy Policy and Privacy Posted Notice as a reminder. | |
| 4.3 HUD CARES ACT | | | |
| 4.3.1 | Discuss estimated need of Homeless Prevention and Rapid Rehousing due to | George shared that some agencies in the County receive CARES Act funding, through the CDBG-CV (Community Development Block Grant – Coronavirus) and ESG-CV programs. The Board of Supervisors has asked the County to estimate expenditure under CARES Act funding | |

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| COVID-19 | for rental assistance, eviction prevention and rapid rehousing, as well as the number of households that will benefit.<br>Currently, DSS are looking at rapid rehousing projects, as more CARES Act funding is going towards these than other types of project. County staff have identified that the length of time spent experiencing homelessness is longer in rapid rehousing projects than in other projects, with families taking longer to be housed than single adults. A deeper analysis will be available in the next few weeks which can be shared.<br>The Committee discussed the issue of the eviction moratorium coming to an end on August 14th, and individuals being required to pay several months of arrears but being unable to afford this. | |
| 4.3.2  Systems Performance Improvement workshop | | |
| 5.  Future Discussion/Report Items | | |
| 6.  Next Meeting Date: August 26, 2020 | The Committee agreed to keep this meeting date, as it will allow for the approval of some items before the next full HSOC meeting. | |
| 7.  Adjournment | Janna adjourned the meeting at 11:40am. | |

# 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 signed written consent form 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 <u>should never be allowed to use a user ID that is not assigned to them.</u>** 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)   <u>Third Parties</u>.  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)   <u>Independent Contractors</u>.  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)   <u>Severability</u>.  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)   <u>Governing Law</u>.  This Agreement shall be governed by the laws of the State of California.

(f)   <u>Notice</u>. 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)   <u>Assignment</u>.  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)    <u>Binding Effect</u>.  This Agreement shall be binding upon the successors and assigns of the respective parties.

(i)    <u>Interpretation</u>.  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:_____

                                                     Devin Drake,

Title:_____                   Title:    Director_____

Date:_____                   Date:_____
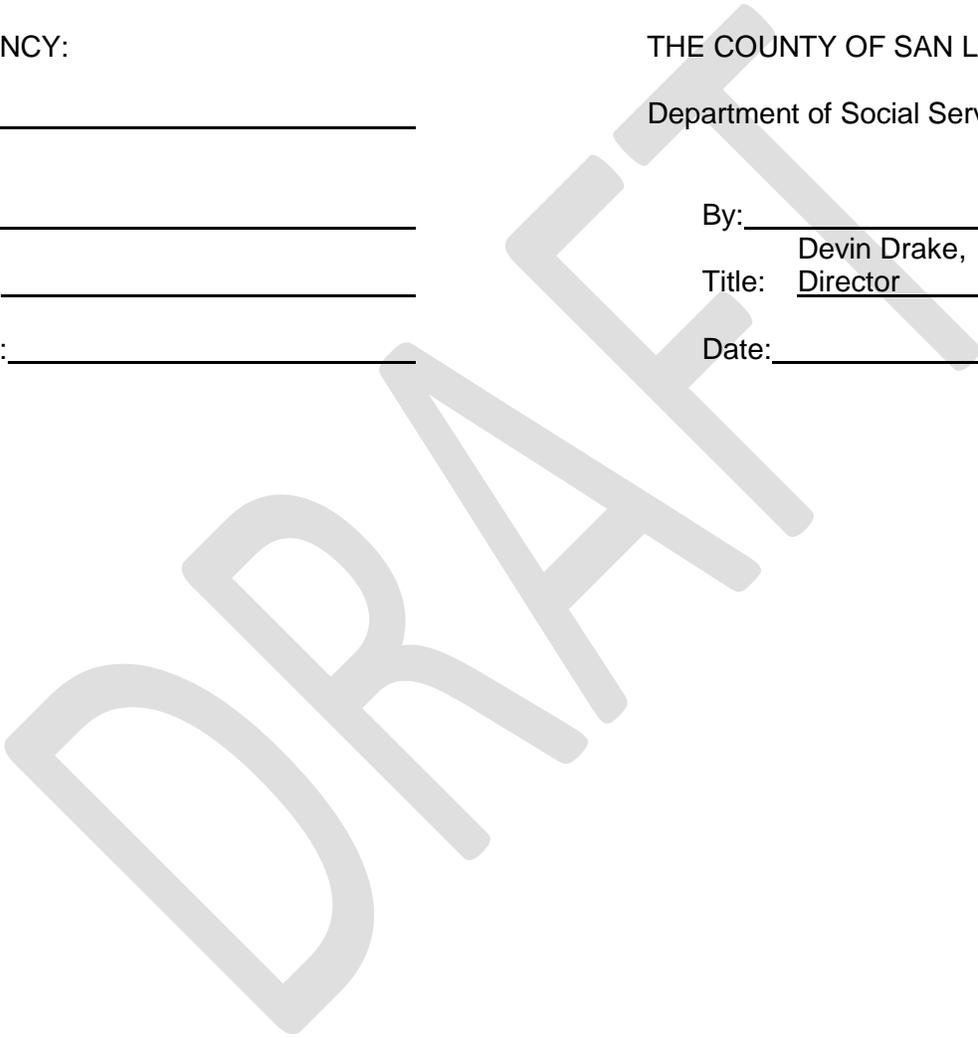
# San Luis Obispo County
# Homeless Management Information System
# User Agreement

**Agency Name:** _____

**User Name:** _____

The County of San Luis Obispo recognizes the primacy of client needs in the design and management of the San Luis Obispo County Homeless Management Information System (HMIS). These needs include both the need continually to improve the quality of homeless and housing services with the goal of eliminating homelessness in San Luis Obispo County, and the need vigilantly to maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, San Luis Obispo County HMIS users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used to the ends to which it was collected, ends that have been made explicit to clients and are consistent with the mission of the County of San Luis Obispo to assist families and individuals in the County to resolve their housing crisis. Proper user training, adherence to the San Luis Obispo County HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

Relevant points regarding client confidentiality include:

- Client consent must be obtained by each client whose data is to be entered into the San Luis Obispo County HMIS
- Client consent may be revoked by that client at any time through a written notice
- No client may be denied services for failure to provide consent for HMIS data collection
- Clients have a right to inspect, copy and request changes in their HMIS records
- San Luis Obispo County HMIS Users may not share client data with individuals or agencies that have not entered into an HMIS Agency Agreement with the County without obtaining written permission from that client
- San Luis Obispo County HMIS Users may not share client data with any Connecting Agency that is not specified in their agency's HMIS Agency Agreement without obtaining written permission from the client
- San Luis Obispo County 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
- Any San Luis Obispo County HMIS User found to be in violation of the San Luis Obispo County HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, may be denied access to the San Luis Obispo County HMIS

## I affirm the following:

1) I have received training in how to use the San Luis Obispo County HMIS

2) I have read and will abide by all policies and procedures in the San Luis Obispo County HMIS Policies and Procedures Manual

3) I will maintain the confidentiality of client data in the San Luis Obispo County HMIS as outlined above and in the San Luis Obispo County HMIS Policies and Procedures Manual

4) I will only collect, enter and extract data in the San Luis Obispo County HMIS relevant to the delivery of services to people in housing crisis in San Luis Obispo County

_____

**Signature**                                    **Date**

San Luis Obispo County Continuum of Care
Homeless Management Information System (HMIS)

## HMIS Grievance Form

If you feel a violation of your rights as an HMIS client has occurred or you disagree with a decision made about your "Protected HMIS Information" you may complete this form. Complete this form only after you have exhausted the grievance procedures at the agency you have a grievance with. **It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.**

**Grievances may be submitted in writing to:**          **Or Via Email to:** SS_HMISSupport@co.slo.ca.us

**County of San Luis Obispo**
**Dept of Social Services**
**Attn: HMIS Lead**
**3433 S. Higuera St**
**San Luis Obispo, CA 93401**

Date Grievance Filed: _____

| Name of Individual who violated your privacy rights. | Name of Agency who violated your privacy rights. |
|---|---|

**Brief description of grievance (what happened):**

Your Name: _____    Best way to contact you: _____

Your Phone #: _____    Your Email Address: _____

Your mailing address: _____

CoC response date: _____

**Recommendation to Agency:**

# HUD's New Coordinated Entry Data Elements
## April 2020

HUD recently finalized a set of Coordinated Entry (CE) data elements to standardize data collection on core components of CE -- access, assessment, referral, and prioritization. These elements are the result of several months of collaboration with key stakeholders to learn from communities' experiences implementing and refining CE data collection and determining precisely what data is needed to effectively manage and evaluate effectiveness of CE.

Most communities are already collecting similar types of data, although the elements might be labeled differently or tailored to communities' unique data collection workflows. HUD wants the transition to these new CE elements to be as seamless as possible. Communities should map the new data elements into existing (or modified) workflows wherever possible and use this opportunity to identify ways to improve data collection based on our collective practice knowledge.

## WHAT CoCs NEED TO KNOW

❖ CE data elements are part of the 2020 Data Standards and should be available on October 1, 2019, however, HUD understands that some CoCs and vendors may need a little more time to transition from their existing coordinated entry process to a new one. **To allow for this, HUD is making Oct. 1, 2020 the CE data elements "go live" date.**

❖ CoCs with HUD-funded SSO-CE projects are required to collect CE data elements beginning October 1, 2020.

❖ Regardless of whether your CoC has a HUD-funded SSO-CE project, all CoCs are strongly encouraged to collect CE data using these standardized elements. CE data provides critical information about how quickly systems are stably housing people and where there are system bottlenecks and gaps in system resources, which informs strategies to improve responses to homelessness.

❖ CoCs should collaborate with HMIS Leads and vendors to map the new CE data elements to existing data collection processes whenever possible. *TA resources and support are available to assist you with this process.*

❖ CoCs who do not currently use HMIS who either 1) need to start using HMIS to meet the SSO-CE APR data collection requirements starting on October 1, 2020 or 2) want to begin using HMIS for other reasons, should start working with vendors to begin merging outside data into HMIS to ensure timely and accurate implementations.

## IMPLEMENTATION TIMELINE

**Data Elements released to communities on 5/22**

**2020 Data Standards and Reporting specifications available on 10/1**

APR '19 — MAY '19 — JUN '19 – SEP '19 — OCT '19 — ••• — OCT '20 →

**Data Elements provided to vendors for programming & Implementation on 4/22**

**Sys Admins, CoCs, vendors invited to forums w/ TA to support mapping and incorporating new CE elements**

**SSO-CE Projects must start data collection on 10/1**

# COORDINATED ENTRY DATA COLLECTION APPROACH

Since coordinated entry is a process that may be supported by multiple agencies and typically spans an extended period, CoCs will set up a CE 'project' in HMIS that all relevant agencies can access. HUD acknowledges that the terminology "CE project" is problematic, as CE is a collaborative and community-wide process and not a single "project." HUD does not use this term in the traditional sense, where data collection is aligned with a single organization. Rather, CE is a system-level "project"—meaning that as households are triaged and identified as experiencing homelessness, they are enrolled in the CE project with a 'start date,' and then data can be collected by different agencies, at different points in time, to populate a single record. Depending on whether your system has a single front-door or multiple front-doors to your CE, the HMIS set-up may include one CE project or multiple CE projects representing regional areas.

Creating a 'CE Project' is simply what allows for a boundary to be drawn around the CE segment of the homeless system for reporting purposes. As a result, communities will now be able to track participants' entire journey through CE – from access to exit - which means communities will have information on how well the CE is performing, and participants' trauma will be reduced because they do not have to tell their story multiple times throughout assessment phases.

For some communities, enrolling and exiting all households experiencing homelessness (who touch CE) requires managing more data, which is a known challenge.  CoCs have created technological aids, such as setting up an auto-enroll or auto-exit function (which require very clear business rules for when someone is exited from the CE project).  HUD will continue to collaborate with communities on solutions as we work together toward the October 1, 2020 start date for producing reports on the collected elements. HUD is committed to developing a report that is maximally useful for communities and HUD both to assess the effectiveness of their CE.

# OVERVIEW OF NEW DATA ELEMENTS

There are three new data elements, each briefly described below:

❖ **CE Assessment Element:**  Designed to be flexible a data element that collects an assessment date, location, and assessment results. It allows CoCs to define their own assessment questions and responses, categorize different types of assessments (crisis needs versus housing needs). This element helps communities understand and monitor the assessment process in more detail and as it relates to participant outcomes.

❖ **CE Event Element:** Designed to capture access and referral events, as well as the results of those events. It will help communities understand the events that go into achieving desired (and undesired) results through the CE system.

❖ **Current Living Situation Element:** Designed to capture information on where a person is staying at a point in time. It can be updated at each point of contact and will help communities track where people are, including those who are not assessed or referred to CE events.

# WHY COORDINATED ENTRY DATA IS IMPORTANT

With this new approach to CE data collection, communities will have information on all households in a housing crisis who touch the CE process, not just information about people who are served by HMIS-contributing housing and service projects. By enhancing data collection and standardizing data on assessment, prioritization, and referrals, communities can assess CE effectiveness as well as whether the CE is operating with fidelity to its policies and procedures. The data from these elements helps answer critical questions to inform strategies for strengthening communities' crisis response systems and ability to appropriately target resources:

❖ Are pathways to housing as fast and effective as they can be?

❖ Are we successfully diverting people from the system?

❖ Are we housing the most vulnerable people in our community? Who's getting left out?

❖ What resources are needed to end homelessness and where are the gaps?

❖ Which households touch the system and exit without a homelessness intervention versus those who need our assistance?

Collecting these data also supports management reporting on specific parts of the CE process, such as active client lists, coverage and demand, and permanent housing placements and retention. HUD's Coordinated Entry Management and Data Guide outlines how communities can use their CE data for monitoring and evaluation.

# SUPPORTING AN EFFECTIVE ROLLOUT

## What HUD will do:
✓ Provide various forums for HMIS system admins, CoCs, and vendors to engage expert TA providers to help map and incorporate the new CE data elements into HMIS, including:

- Affinity groups for system admins, grouped by the vendors CoCs use.

- Regular meetings for system admins and vendors plus ad hoc meetings as needed.

- If necessary, one-on-one TA assistance to map the new elements to complex custom CE data collection.

✓ Publish an online data manual that supports data collection and reporting efforts and helps explain the CE data elements.

## What communities should do:
✓ Work with HMIS Leads, vendors, and HUD's TA providers to decide the best path to incorporate these data elements into your HMIS.

✓ Where there is not already strong collaboration between the CoC and HMIS Lead in your community, use this as an opportunity to build a stronger bridge. In some communities, HMIS Leads were not involved with designing CE or are not familiar with the nuances of the local CE approach. It is important to use this moment to work together to get this right and ensure a seamless transition.

✓ Develop a collaborative approach to using CE data to strengthen your crisis response systems in more strategic, impactful ways.

To seek additional support, CoCs can request TA through the HUD Exchange or submit questions on this topic to HUD's Ask a Question (AAQ) desk.