



**San Luis Obispo
Countywide 10 Year
Plan to End
Homelessness**

*We envision a future
in which the housing
and comprehensive
services necessary to
remain housed are
available for all,
affording everyone
maximum self-
sufficiency, and the
opportunity to be
productive and
participating
members of our
community*

HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)

Meeting Agenda

September 16, 2020, 1 p.m.

Members and the public may participate by Zoom video call:

<https://zoom.us/j/94965110929?pwd=encrTEsxODJxTXQzYVhUNStqcFdxQT09>

Or dial in:

+1 669 900 9128

Meeting ID: 949 6511 0929

Passcode: 655539

1. Call to Order and Introductions
2. Public Comment
3. Consent: Approval of Minutes
4. Action/Information/Discussion
 - 4.1. Discussion Item: COVID-19 Impacts
 - 4.1.1. Discussion Item: Impacts on Homeless Programs and Exits to Housing
 - 4.1.2. Discussion Item: Eviction Prevention Issues
 - 4.1.2.1. Discussion Item: Letter to the Board of Supervisors Regarding Eviction Moratoriums
 - 4.2. Discussion Item: State and Federal Homeless Assistance Grants
 - 4.2.1. Discussion Item: Homeless Housing, Assistance & Prevention (HHAP) Update
 - 4.2.2. Discussion Item: Homeless Emergency Aid Program (HEAP) Update
 - 4.2.3. Discussion Item: Continuum of Care Grant
 - 4.2.3.1. Discussion Item: 2021 Homeless Point in Time Count

The full agenda packet for this meeting is available on the SLO County HSOC web page:

[https://www.slocounty.ca.gov/Departments/Social-Services/Homeless-Services/Homeless-Services-Oversight-Council-\(HSOC\).aspx](https://www.slocounty.ca.gov/Departments/Social-Services/Homeless-Services/Homeless-Services-Oversight-Council-(HSOC).aspx)

- 4.3. Discussion Item: Update on Winter Warming Season
- 4.4. Discussion Item: HSOC Expiring and Vacant Seats
- 4.5. Action Item: Approve the Updated HMIS (Homeless Management Information System) Documents
 - 4.5.1. Action Item: Approve the Updated San Luis Obispo County HMIS Agency Participation Agreement
 - 4.5.2. Action Item: Approve the Updated San Luis Obispo County HMIS User Agreement
- 5. Committee Updates
- 6. Future Discussion/Report Items
- 7. Next Regularly Scheduled Meeting Date: November 18, 2020
- 8. Adjournment

The full agenda packet for this meeting is available on the SLO County HSOC web page:
[https://www.slocounty.ca.gov/Departments/Social-Services/Homeless-Services/Homeless-Services-Oversight-Council-\(HSOC\).aspx](https://www.slocounty.ca.gov/Departments/Social-Services/Homeless-Services/Homeless-Services-Oversight-Council-(HSOC).aspx)

HOMELESS SERVICES OVERSIGHT COUNCIL
HSOC Special Meeting
August 14, 2020 2:00 p.m.
Members and the public were able to participate by Zoom call.

MEMBERS PRESENT	MEMBERS ABSENT	STAFF & GUESTS	
Anne Robin Bill Crewe (alt for Paul Worsham) Carlyn Christianson Devin Drake Grace McIntosh Janna Nichols Jeff Smith (alt for Deanna Cantrell) Jessica Thomas Mariam Shah Mark Lamore Nicole Bennett (alt for Theresa Scott) Rick Gulino (alt for Joe Thompson) Scott Smith Shay Stewart Susan Funk	Amelia Grover Bettina Swigger Caroline Hall Kristen Barneich Marcia Guthrie Marianna Kennedy Marlys McPherson Steve Martin Tim Waag	Alicia Wright Angela Smith Brandy Graham Dawn Marie Anderson Dona Hare Price Elaine Mansoor George Solis Jan Jeff Jeffrey John Kathy McClenathen Laurel Weir Lisa Howe Riley Smith Russ Francis Stephanie Barclay Tom Sherman Tony Navarro Wendy Lewis	
AGENDA ITEM			CONCLUSIONS/ACTIONS
1. Call to Order and Introductions	Mariam called the meeting to order at 2pm.		

2. Public Comment	<p>Elaine from the Salvation Army suggested that, if HEAP (Homeless Emergency Aid Program) funding cannot be expended by the deadline, it could be used to fund the Salvation Army's Permanent Supportive Housing project.</p> <p>Stephanie Barclay from SLOLAF (SLO Legal Assistance Foundation) introduced herself and shared that SLOLAF expects to imminently receive a large number of calls from people facing eviction.</p>	
3. Consent: Approval of Minutes		Janna made a motion to approve the minutes, seconded by Shay. All were in favor, with none opposed and no abstentions.
4. Action/Information/Discussion		
4.1. Discussion Item: Moment of silence and remembrance of Supervisor Adam Hill	The Council held a moment of silence held for Supervisor Adam Hill. Mariam remembered Supervisor Hill as a great champion of homeless people.	
4.2. Discussion: Possible Upcoming Ending of Judicial Council Moratorium on Eviction Prevention	Laurel provided some background on the possible upcoming ending of the moratorium on evictions. The process to evict tenants is regulated by state law, but in March of this year, the Governor used emergency powers to give local governments more power over	

	<p>eviction regulation. The County of San Luis Obispo established restrictions on evictions following this. The Governor's order and the County's order expired at the end of May. In April, the Judicial Council created two new rules on eviction, establishing a moratorium on parts of the process to prevent evictions. The original rule was in effect until 90 days after the end of the emergency. However, it was successfully argued that courts are supposed to interpret law, not legislate; and that by having this rule last for so long, the Judicial Council was effectively legislating. As such, the Judicial Council voted on August 13 for the rule to expire on September 1, meaning evictions will be able to move forward from this date.</p> <p>County staff have looked at a number of data sources to assess the impact this could have. A study from Columbia University suggests homelessness could increase 42-45% nationally; this would mean an additional 1,000 people, or 450-550 households, in the County become homeless. Janna shared that 5Cities Homeless Coalition (5CHC) saw nearly four times the total request in July compared to January. Nearly a third of all requests are from households two or more months behind on rent.</p> <p>The HSOC Executive Committee met on August 10 to discuss the situation and potential solutions available to prevent evictions. While the CARES Act funding has provided around \$484,000 for homelessness</p>	
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	<p>prevention activities in the County, through the ESG-CV (Emergency Solutions Grant – Coronavirus) and CDBG-CV (Community Development Block Grant – Coronavirus) programs, this is expected to support around 76 displaced households, far less than the County can expect to see if evictions go ahead. The second tranche of ESG-CV funding has been announced, and the County will receive approximately \$6 million, and can be used for homelessness prevention, back payment on rent and legal services. There will be more information available in the next month.</p> <p>The Executive Committee’s suggestion is to ask HSOC to authorize an Ad Hoc Committee to write a letter to the Board of Supervisors, recommending courses of action to prevent or mitigate an eviction crisis, and to authorize the Executive Committee to review and authorize this letter at their August 19 meeting. Possible actions discussed included the County authorizing a new moratorium on evictions, and the County supporting Assembly Bill 1436 and Senate Bill 1410.</p>	
4.2.1. Action Item: Vote to 1) create an Ad Hoc Committee to draft a letter to the Board of Supervisors and County Administrator requesting they undertake		The Council voted by acclamation to: create an Ad Hoc Committee to draft a letter to the Board of Supervisors and County Administrator; to authorize

<p>steps to prevent evictions for households who are behind on rent due to the economic impact of COVID-19 and identify additional, reasonable public information and outreach the County could take to educate the public about the duration and scope of the current Judicial Council Moratorium; 2) authorize the HSOC Executive Committee to review and send the letter to the Board of Supervisors and County Administrator and other County officials as appropriate; and 3) provide guidance to the Ad Hoc Committee regarding the scope and focus of the letter</p>		<p>the HSOC Executive Committee to review and send the letter; and to provide guidance to the Ad Hoc Committee regarding the scope and focus of the letter. The motion passed.</p>
<p>4.3. Discussion Item: California Emergency Solutions and Housing (CESH) grant</p>	<p>Laurel provided some background on CESH funding. CESH is a one time only grant, but the State split it into two allocations. The County has already awarded funding from the 2018 allocation, for Coordinated Entry, with \$150k set aside for HMIS (Homeless Management Information System) upgrades.</p>	

	<p>2018 funds must be obligated by January 2021. While the original plan was to use this money for migrating data to a new HMIS, HUD (Department of Housing & Urban Development) has since announced that they are not providing support for data migration at present, and are instead encouraging communities to stay with systems already in place. The Finance & Data Committee has recommended that the \$150k instead be used for specific upgrades to the existing HMIS, with \$40k used to secure a vendor to support HSOC in updating its Ten Year Plan to End Homelessness, and remaining funds allocated to existing providers.</p> <p>Laurel explained that for this meeting, all that is being voted on regarding the 2018 allocation is to use the \$40k for updating the Ten Year Plan to End Homelessness; the other uses for the 2018 allocation will be voted on at a future HSOC meeting.</p> <p>The County is planning to release an RFP for the 2019 allocation in September, and is looking for guidance from HSOC on priorities. The Executive Committee has recommended prioritizing Coordinated Entry and operating subsidies to support Permanent Housing programs.</p>	
4.3.1. Action Item: Vote to 1) prioritize CESH 2019 CESH funds be prioritized for		Shay moved to prioritize CESH 2019 funds for Coordinated Entry and to

Coordinated Entry and to support operations of permanent housing or provide shallow rental subsidies for permanent housing for formerly homeless persons; and 2) to recommend up to \$40,000 of unobligated CESH 2018 funds be used for updating the Ten Year Plan to End Homelessness		support operations for Permanent Housing or provide shallow rental subsidies for permanent housing for formerly homeless persons, and to recommend up to \$40k in 2018 CESH funds be used to update the Ten Year Plan; seconded by Carlyn. None were against. Grace, Janna and Mark abstained. The motion passed.
5. Future Discussion/Report Items	<ul style="list-style-type: none"> Janna to discuss issues in regard to warming centers, public health, CDC guidance, and recent comments in the press. 	
6. Next Regular Meeting Date: September 16, 2020		
7. Adjournment	Mariam adjourned the meeting at 3pm.	

August 21, 2020

Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, CA 93408

Dear Supervisors,

I write on behalf of the San Luis Obispo County Homeless Services Oversight Council. On August 13, 2020, the California Judicial Council voted to shorten the duration of two critical Judicial Council rules preventing evictions in California during the current COVID-19 pandemic. This means that landlords will be able to return to court on **September 1, 2020** to seek evictions.

This could significantly impact our community. The spread of COVID-19 has led to substantial increases in unemployment locally. According to the San Luis Obispo County Workforce Development Board, the countywide unemployment rate in June 2020 was 11.6% -- or 15,600 persons -- compared to a 3% unemployment rate in June 2019.

For those who have lost jobs or who have seen significant decreases in income, it will become much harder to pay their mortgage and many households have fallen behind on their rent. This has led to a growing number of households at risk of losing their homes or apartments. The resulting impact on homelessness may be substantial. A recent analysis by Columbia University economist Brendan O'Flaherty estimated that homelessness may increase nationwide by as much as 40-45% by the end of this year, based on rates of homelessness increase related to unemployment in the prior recession that occurred from 2007-2009.¹ Applying this formula to San Luis Obispo County, **as many as 1,000 persons could become newly homeless by the end of the year absent intervention. Other studies suggest that an additional 3,500 to 4,500 could also be at risk of eviction.**

Local programs are already experiencing increased demand, as households are seeking help after falling behind on their rent. The 5Cities Homeless Coalition reports countywide requests for assistance in July were more than double the requests in January, and that was before the threat of eviction became more imminent due to the Judicial Council's actions. Other local agencies, such as the Supportive Housing Consortium, are also reporting similar increases in the number of requests. In addition, the amount of back rent owed has also increased. For example, in January 2020, the range of requests for eviction prevention ranged from \$150-\$3,700 per household. In July, the range of requests for back rent owed was from \$500-\$7,050 per household. Once a household becomes homeless due to unemployment, it will be difficult to place residents back into housing, even with security deposit assistance, as landlords are hesitant to rent to people who do not have a job or reliable source of income. Yet without housing, it will be more difficult for these persons to find a job.

¹ Available at <https://community.solutions/analysis-on-unemployment-projects-40-45-increase-in-homelessness-this-year/>. The O'Flaherty analysis assumes an unemployment rate of 16% in the third quarter.

The pandemic has also reduced access to affordable housing in our county. The Housing Authority of San Luis Obispo (HASLO) reports that job losses and income reductions among Housing Choice Voucher holders have increased the amount HASLO must pay by \$161,000 per month. Because that number is not sustainable, HASLO has been forced to stop issuing new vouchers. Without these vouchers, which provide long-term rental subsidies to make housing affordable, it will be even more difficult to help those who become homeless to exit from homelessness, particularly elderly persons and persons with disabilities who are unable to work.

While the County will be receiving federal funding to help prevent at least some of the evictions, it has not yet received the contracts from the state and federal government needed to implement the programs. Depending on the timing of this receipt, the County's subrecipient agencies may not be able to provide this funding to households in need by September 1. Even when the funding arrives, households that owe back rent may still be in the same situation again in a few months if they are not able to find work.

The Homeless Services Oversight Council has authorized the HSOC Executive Committee to send a letter to the Board of Supervisors requesting the Board take action. The Executive Committee recommends the Board take the following steps:

- 1) Consider directing the County lobbyists to support passage of AB1436 and SB1410 that would prevent evictions during the COVID-19 emergency, would give tenants 15 months from the end of the emergency in which to pay back rent, and allow tenants and landlords to make voluntary, written repayment agreements.
- 2) Should the legislature or Governor fail to act to prevent evictions before the September 1, 2020 deadline, consider re-instating the County Emergency Order and Regulation No. 3, that would establish certain restrictions on residential and commercial evictions.
- 3) Consider tax credits or supporting other options at the state and federal level to assist landlords who are unable to collect rents from their tenants and who may be facing financial hardships as a result.

Thank you for your consideration of this important matter.

Sincerely,

Mariam Shah

Mariam Shah
Chair, San Luis Obispo County Homeless Services Oversight Council

Cc: Wade Horton
Dr. Penny Borenstein

HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)
ACTION ITEM
September 16, 2020

AGENDA ITEM NUMBER: 4.5.1

ITEM: Approve the updated San Luis Obispo County CoC HMIS Participating Agency Agreement

ACTION REQUIRED: Vote on the recommendation of the HSOC Finance and Data Committee to approve the updated San Luis Obispo County CoC HMIS Participating Agency Agreement

SUMMARY NARRATIVE:

A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

The HSOC designated the County as the lead agency for HMIS ('HMIS Lead') and employs the System Administrator and other HMIS Staff.

The HMIS Participating Agency Agreement serves as the binding agreement between the HMIS Lead and the HMIS Participating Agency regarding access and use of the San Luis Obispo County CoC HMIS. The agreement ensures that the HMIS Lead and HMIS Participating Agency complies with the [Department of Housing and Urban Development \(HUD\) Homeless Management Information System Data and Technical Standards Final Notice dated July 30, 2004](#).

In 2019, staff requested and received Technical Assistance (TA) from HUD to evaluate the existing HMIS policies and agreements. Following a review of those materials, HUD's TA consultants recommended the San Luis Obispo County Continuum of Care (COC) make specific changes to its HMIS policies and agreements, including updating the HMIS Participating Agency Agreement. With the assistance of TA consultants provided by the California Department of Housing and Community Development, HMIS staff in July developed a new, draft HMIS Participating Agency Agreement. This new agreement reflects changes put into place by HUD since the original agreement was approved, aligns the agreement with changes being made to the HMIS Privacy Policies, and reflects the change in HMIS administration from the Department of Planning and Building to the Department of Social Services.

On August 4th, the HSOC Finance & Data Committee reviewed and provided feedback of a draft of the revised HMIS Participating Agency Agreement. On August 26th, the HSOC Finance & Data Committee voted to approve the HMIS Participating Agency Agreement and send to the full HSOC for approval. The committee recommended that requirements for client consent be consistent in 2.2 (Confidentiality) and 4.4 (Release and Disclosure of Client Data).

BUDGET/FINANCIAL IMPACT:

No financial impact to the HSOC

STAFF COMMENTS:

County Counsel has reviewed and approved the revised Participating Agency Agreement. Staff recommends that this item be adopted and all new and existing HMIS Participating Agencies in the CoC execute an agreement on an annual basis.

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:

By: _____

Title: _____

Date: _____

THE COUNTY OF SAN LUIS OBISPO:

Department of Social Services

By: _____

Devin Drake,

Title: Director

Date: _____

HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)
ACTION ITEM
September 16, 2020

AGENDA ITEM NUMBER: 4.5.2

ITEM: Approve the updated San Luis Obispo County CoC HMIS User Agreement

ACTION REQUIRED: Vote on the recommendation of the HSOC Finance and Data Committee to approve the updated San Luis Obispo County CoC HMIS User Agreement

SUMMARY NARRATIVE:

A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

The HSOC designated the County as the lead agency for HMIS ('HMIS Lead') and employs the System Administrator. In 2019, staff requested and received Technical Assistance (TA) from HUD to evaluate the existing HMIS policies and agreements. Following a review of those materials, HUD's TA consultants recommended the San Luis Obispo County Continuum of Care (COC) make specific changes to its HMIS policies and agreements, including updating the HMIS User Agreement to allow data to be shared with grant making agencies for program evaluation purposes.

The HMIS User Agreement serves as the binding agreement between the HMIS Lead and the HMIS User at a HMIS Participating Agency regarding access and use of the San Luis Obispo County CoC HMIS. The agreement ensures that the HMIS Lead and HMIS User complies with the [Department of Housing and Urban Development \(HUD\) Homeless Management Information System Data and Technical Standards Final Notice dated July 30, 2004](#). The updated drafts agreement reflects the transfer of the HMIS program administration from the Planning Department to the Department of Social Services.

On August 26th, the HSOC Finance & Data Committee voted to recommend approval of the HMIS User Agreement provided that an agency signature be added to the form along with the user signature.

BUDGET/FINANCIAL IMPACT:

The change will help ensure the San Luis Obispo CoC continues to comply with the requirements of the CoC grant.

STAFF COMMENTS:

County Counsel has reviewed and approved the revised HMIS User Agreement. Staff recommends that this item be adopted and all new and existing HMIS Users in the CoC execute an agreement on an annual basis.

San Luis Obispo County CoC Homeless Management Information System User Agreement

Agency Name: _____

User Name: _____

The San Luis Obispo County Continuum of Care (CoC) 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 San Luis Obispo County CoC 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 CoC HMIS
- 2) I have read and will abide by all policies and procedures in the San Luis Obispo County CoC HMIS Policies and Procedures Manual
- 3) I will maintain the confidentiality of client data in the San Luis Obispo County CoC HMIS as outlined above and in the San Luis Obispo County CoC HMIS Policies and Procedures Manual
- 4) I will only collect, enter and extract data in the San Luis Obispo County CoC HMIS relevant to the delivery of services to people in housing crisis in San Luis Obispo County

User Signature

Date

Agency Administrator Signature

Date