

County of San Luis Obispo
Homeless Management Information System

Policies and Procedures

Originally approved: 1/1/2010

County Of San Luis Obispo
976 Osos Street
San Luis Obispo, CA 93408
(805) 788-2187

Version 2 November 27, 2012
Version 3 January 6, 2014
Version 4 October 27, 2016

TABLE OF CONTENTS

1. OVERVIEW	5
2. Purpose	6
Long-term Mission.....	6
Fundamental Goals.....	6
Potential Benefits.....	6
3. GOVERNING PRINCIPLES	7
Confidentiality.....	7
Data Integrity.....	7
System Availability.....	7
Compliance.....	7
4. ROLES AND RESPONSIBILITIES	7
County of San Luis Obispo HMIS	7
HMIS Manager.....	8
HMIS System Administrator.....	8
Partner Agency.....	8
Program Administrator.....	8
Partner Agency Technical Support.....	9
Partner Agency User.....	9
5. OPERATING PROCEDURES	9
HMIS PARTICIPATION.....	9
SITE SECURITY	
Assessment.....	10
Annual Audit	10
Workstation	10
TRAINING.....	10
Scheduling	11
Quiz	11
Follow-up	11
USER ACCOUNTS & PASSWORDS.....	11
Access Rights.....	11
Changing Passwords... ..	11
Changing Users' Rights	12
Deactivating Accounts	12
COLLECTION AND ENTRY OF CLIENT DATA.....	12
Client Authorization	12
Data Integrity	13
Entry and Exit Data.....	13
Data Quality Monitoring.....	13
RELEASE AND DISCLOSURE OF CLIENT DATA.....	14
Sharing of Data.....	14
Client-specific data	14
Posted Notice	14
Clients' Rights to Data	14
Aggregate Data	14

Agency Responsibility	14
TECHNICAL SUPPORT.....	15
Request for Support	15
Changes to the System	15
PARTICIPATION TERMINATION	16
Agency Termination	16
User Termination	16
CHANGES TO THE POLICIES AND PROCEDURES DOCUMENT	16
Revisions	16
Distribution	16
Funding	17
HUD HMIS Data and Technical Standards	17
6. GLOSSARY.....	18
EXHIBIT A – Agency Participation Agreement.....	19
EXHIBIT B – HMIS User Agreement.....	22
EXHIBIT C – Partner Agency User Agreement.....	24
EXHIBIT D – Client Consent for Release.....	25

Contact Information

County of San Luis Obispo

HMIS Lead Agency
County of San Luis Obispo
Department of Planning and Building
976 Osos Street, Room 300
San Luis Obispo, CA 93408

Ivana Yeung
Planner II, Program Manager
County of San Luis Obispo
807-781-4099
iyeung@co.slo.ca.us

HMIS Vendor

Bell Data Systems, Inc.
PO Box 2785
Matthews, NC 28106

Governing Regulations and Standards

The HMIS program is designed to comply with the requirements of the CoC Program Interim Rule at 24 CFR 578 (for CoC programs) and the HMIS Data Standards published on March 2010, which allow for the collection and standardization for collection of client and project-level data.

1. OVERVIEW

This document provides the framework for the ongoing operations of the San Luis Obispo County Homeless Management Information System here after referred to as “HMIS” and “SLO County-HMIS.” The United States Department of Housing and Urban Development (HUD) requires all grantees and subrecipients receiving Emergency Solutions Grant (ESG) and Continuum of Care (CoC) funds participate in HMIS, with the exception of domestic violence women’s shelters (DV providers). These DV providers must enter client data into a comparable HMIS database.

While CoCs cannot require non-funded providers to participate in the HMIS, SLO County CoC works closely with non-funded agencies to articulate the benefits of the HMIS and to strongly encourage their participation in order to achieve a comprehensive and accurate understanding of homelessness countywide.

The HMIS and its operating policies and procedures are structured to comply with the most recently released HUD Data and Technical Standards for HMIS. Recognizing that the Health Insurance Portability and Accountability Act (HIPAA) and other Federal, State and local laws may further regulate agencies, the San Luis Obispo County HMIS may negotiate its procedures and/or execute appropriate business agreements with Partner Agencies so they are in compliance with applicable laws.

Roles and Responsibilities

The CoC governing body, the Homeless Services Oversight Council (HSOC), will periodically review HMIS data. Its roles and responsibilities are further outlined in the HSOC by-laws. The County (the HMIS Lead Agency) is responsible for administering the HMIS program, training/monitoring users, and ensuring compliance with regulatory requirements (see “2. Purpose”).

Purpose

The purpose provides the mission, goals, and benefits of the HMIS.

Governing Principles

Governing Principles establish the values that are the basis for all policy statements and subsequent decisions.

Operating Procedures

Operating Procedures will provide specific policies and steps necessary to inform, instruct, and educate users of the HMIS system.

Obligations and Agreements

It is the obligation of each agency to read, understand, and adhere to the policies, procedures, and conditions set forth in this document, all participants

in the HMIS agree to follow the policies and procedures set forth by HUD in the current HMIS data and Technical Standards.

2. Purpose

Long-term Mission

The long-term Mission of HMIS is to enhance service delivery and data collection capabilities by sharing information. Accurate information will put the County of San Luis Obispo in a better position to request funding from various sources and help plan better for future needs.

HMIS is designed to be an integrated network of homeless and other service providers that use a central database to collect, track and report uniform information on client needs and services. This system will not only meet Federal requirements but also enhance service planning and delivery.

Fundamental goal

The fundamental goal is to document the demographics of homelessness in San Luis Obispo County according to the HUD HMIS directive. Data that is gathered via intake interviews and program participation will be used to complete HUD Annual and Quarterly Progress Reports. HUD required data may also be analyzed to provide unduplicated counts and anonymous aggregate data to policy makers, service providers, advocates, and consumer representatives.

Potential benefits

Potential benefits for homeless men, women, children and case managers include: improved service coordination by sharing information among agencies who are serving the same clients.

Potential benefits for agencies and program managers come as aggregated information is used to develop a more complete understanding of clients' needs and outcomes, and then used to advocate for additional resources, complete grant applications, conduct evaluations of program services, and report to funding agencies such as HUD.

Potential benefits for county-wide data collection and policy makers lie in the County's participation in HMIS providing the capacity to generate HUD Annual and Quarterly Reports for agencies and allowing access to aggregate information both at the local and county level that will assist in the completion of other service reports used to inform policy makers aimed at addressing and ending homelessness at local, state and federal levels.

3. GOVERNING PRINCIPLES

Described below are the overall governing principles upon which all decisions pertaining to HMIS are based.

Participants are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.

Confidentiality

The protection of clients' rights and privileges is crucial to the successful operation of HMIS. These policies and procedures will ensure clients' privacy without impacting the delivery of services.

Policies regarding client data are founded on the premise that a client owns his/her personal information. Policies are in place to protect client, agency, and the County of San Luis Obispo's interests. Collection, access and disclosure of client data through HMIS will only be permitted by the procedures set forth in this document.

Data Integrity

Client data is a valuable and sensitive asset of HMIS. These policies will ensure integrity and protection of this asset from accidental or intentional unauthorized modification, destruction or disclosure.

System Availability

The availability of a centralized data repository is necessary to achieve an aggregation of unduplicated homeless statistics. The County of San Luis Obispo will strive for the broadest deployment and availability of the HMIS System.

Compliance

Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity may result in the withdrawal of system access for the offending entity.

4. ROLES and RESPONSIBILITIES

The County of San Luis Obispo

- HMIS direction and guidance
- Approval of HMIS policy forms and documentation
- Agency participation and feedback
- HMIS Funding
- Release of aggregate data
- Authorizing agent for Partner Agency User Agreements

- Resolution of breaches in security cases
- Compliance with HMIS Policies & Procedures

HMIS Manager

- Liaison to HUD for HMIS
- Represent the Project in negotiations with vendor concerning contracts and money.
- Evaluate potential Partner Agencies for appropriateness
- Compliance with HMIS Policies & Procedures

HMIS System Administrator

- Creation of Project forms and documents
- Monitoring end user licenses
- Point of contact with software vender
- User administration
- Add & Remove user rights
- Manage concurrent licenses
- Training curriculum development
- Ensure documentation of training
- Provide confidentiality training
- Provide initial software training for Agency Administrators and end users
- Outreach to provide end user support
- Provide Helpdesk support
- Site visits to check security of Agencies
- Monitor data quality
- Adherence to HUD Data Standards
- Application Customization
- Data monitoring and data validity
- Aggregate data reporting and extraction per agency needs.
- Assist Partner Agencies with agency-specific data collection and reporting Needs
- Will hold Partner Agency User Agreements
- Compliance with HMIS Policies & Procedures .
- Maintain a file of all signed Partner Agency Agreements & Termination documents

Partner Agency

Program Administrator

- Serve as Authorizing Agent for partner agency
- Designator of Partner Agency HMIS system users
- Designator of Partner Agency Technical support
- Monitor Agency compliance with Policies & Procedures
- Hold executed Client Informed Consent forms

- Serve as Authorizing Agent for user ID requests
- Manage User licenses
- Compliance with HMIS Policies & Procedures
- Detect and respond to violations of the Policies and Procedures
- Compliance with HMIS Policies & Procedures

Partner Agency Technical Support

- Monitor security of staff workstations
- Maintain their agency's internet connectivity
- Load virus protection and spyware detecting software on all computers that access HMIS and make sure it is run at least once a week
- Compliance with HMIS Policies & Procedures

Partner Agency User

- Attend and participate in HMIS training provided by the County of San Luis Obispo
- Safeguard client privacy through compliance with confidentiality policies
- Collect data as specified in end user training and as directed in compliance with the policies and procedures.
- Enter data within 14 days of collection
- Run data integrity reports, run down discrepancies and make corrections
- Compliance with HMIS Policies & Procedures

5. OPERATING PROCEDURES

HMIS Participation

The HMIS Manager shall determine if an agency's participation in the HMIS is appropriate and if there are adequate user licenses available, An invitation will be issued and if the agency is agreeable a meeting will be set up with the system administrator to create the necessary customizations in the system, setup a training schedule and perform a security assessment.

Agencies participating in the SLO County- HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions set forth in this document.

Minimum Participation Standards

HMIS partner agencies and users must collect all of the universal data elements, as defined by HUD, for all clients receiving services in programs

participating in the SLO County-HMIS. Additionally, all participating agencies are also responsible for ensure that Program Specific Data Elements, as defined by the HUD Data and Technical Standards, are collected from all clients that are served by applicable HUD funded programs. Other optional data elements may also be required for certain programs.

Connectivity and Computer Requirements

Participating Program must have Internet connectivity for each workstation accessing the HMIS. To optimize performance, all agencies are encouraged to secure a high speed Internet connection.

Site Security

Assessment

Prior to allowing access to the HMIS, the Partner Agency's Administrator and Technical Support person, will meet with the HMIS System Administrator to review and assess the security measures in place. They will assess agency information security protocols. This review shall in no way reduce the responsibility for agency information security, which is the full and complete responsibility of the Partner Agency, its Program Administrator, and Technical Support personnel.

Annual Security Audit

An annual security audit will be held to confirm security at participating Partner Agencies.

Workstation

Prior to requesting user access for any staff member, the Partner Agency Technical Support person will need to assess the operational security of the user's workspace by confirming that each workstation has:

- Anti-spyware software and virus protection properly installed
- A full-system scan has been performed within the last week
- Each workstation has and uses a hardware or software firewall.

At a minimum, any workstation accessing Bell Data Systems shall have anti-virus software with current virus definitions (24 hours) and perform frequent full-system scans (weekly).

Training

All users accessing HMIS must first complete the County of San Luis Obispo's training. Users must read, understand, and sign the Partner Agency End User Agreement. All users will be held accountable to that agreement. Training for privacy and security measures will occur annually, and all

participating agencies and users must attend the training. Additionally, users must pass a test to access the live site. Users must also read and understand the HMIS Data Standards published in March 2010.

Scheduling

The Partner Agency Administrator will coordinate with the HMIS System Administrator to set up a training schedule for the users. Users will be trained in the operation of the HMIS system (how to access the system, how to enter data, how to run reports), and on Confidentiality policies and procedures.

Quiz

At the end of the training, the user will be given a quiz on confidentiality. The user must pass with 100% accuracy before being given access to the system.

Follow-up

The County of San Luis Obispo will provide on-site follow-up training at each participating Partner Agency. Before a Partner Agency “goes live,” the HMIS System Administrator will make on-site visits as needed to ensure that the Partner Agency becomes proficient in the use of HMIS.

The County of San Luis Obispo will provide regular training for HMIS Users, as needed.

User Accounts & Passwords

Access Rights

Access to the HMIS system will only be approved for those staff members that require access to perform their job duties. The user's access rights will be determined by the Partner Agency Program Administrator and the HMIS System Administrator.

Password and User ID Assignment

Upon completion of training and signing the Partner Agency End User Agreement, the user will be assigned a unique ID and password to access the rights assigned that user within the HMIS system. A users' should not allow anyone else use of their assigned unique user ID. A user should never use an ID that is not assigned to them nor should passwords be shared and or communicated in any format, to do so is considered a breach of security and will have severe consequences.

Changing Passwords

When the user logs onto the system for the first time they will be prompted to change their password to a password only they know. Passwords must consist of at least 8 characters, a combination of at least one upper case letter, at least one lower case letter, and at least one special character,

Passwords must be changed every 90 days. If they are not changed within that time period, they will expire and the user will be locked out of the system. Three consecutive unsuccessful attempts to login will disable the User ID until the System Administrator reactivates the account [These standards are required by the software and HUD Data and Technical Standards].

In the event a user's password has expired, or the user forgets his or her password The System Administrator will reset the Agency End User's password.

Changing Users' Rights

As a user's needs change the rights assigned to that user within the HMIS system need to change as well. It is important that the Partner Program Administrator notify the HMIS System Administrator of these change as soon as possible so that rights can be added and removed as is appropriate.

Deactivating Accounts

It is important that a user account be deactivated in the system when he or she leaves the agency or otherwise becomes inactive. It is a breach of security to have unused user accounts active. An Agency representative should, in a timely manner, alert the HMIS System Administrator that the user should no longer be active in the system.

Access may be immediately rescinded when any HMIS user is suspected of breaching the Partner Agency User Agreement, violating the Policies & Procedures, or breaching confidentiality or security, while an investigation by the County of San Luis Obispo and the partner agency is conducted. If the user is found to have breached or violated the above, and the Partner Agency does not otherwise permanently inactivate the user from the system (termination of employment, reassignment of duties) the County of San Luis Obispo has the right to permanently inactivate the account thereby denying access to the system for that user.

Collection and Entry of Client Data

Each Partner Agency will develop policies, procedures, and confidentiality rules for collecting HMIS data in accordance with HUD's most recent Final Data and Technical Standards and their own agency's needs. Client Data will be gathered according to these policies, procedures and confidentiality rules.

Client Authorization

Client Data may only be entered into the HMIS with client's authorization to do so. Client Data will only be shared with Partner Agencies if the Client consents, has signed the Client Informed Consent & Release of Information Authorization, and the signed Informed Consent & Release of Information Authorization is available on record. All Universal and Program Data

Elements from the HUD HMIS Data and Technical Standards current Final Draft should be collected, subject to client consent.

Data Integrity

Client Data will be entered into the HMIS system within two weeks of client data intake. All Client Data entered into the HMIS system will be kept as accurate and as current as possible.

Hardcopy or electronic files will continue to be maintained according to individual program requirements, and according to the HUD HMIS Data and Technical Standards current Final Draft.

Partner Agencies are responsible for the accuracy, integrity, and security of all data input by said Agency.

Note: Refer to Bell Data Systems inc. User Manual and/or Training Materials for specific data entry and data integrity guidelines.

Entry and Exit Data

Client program entry and exit dates should be recorded for all program participants. Entry dates should record the first day of services or program entry with a new program entry date for each period/episode of services. Exit dates should record the last day of residence in a program's housing before the participant leaves the shelter/housing or the last day a services was provided in a program.

Data Quality Monitoring

The SLO County-HMIS System Administrator will perform regular data integrity checks on the HMIS data, which will include the following steps:

- Run HUD Required Data Elements, Data Incongruities Reports, and other data quality reports as determined by SLO County-HMIS
- Notify Agency Administrator of findings and timelines for correction;
- Re-run reports for errant agencies/programs, as requested. Follow up with Agency Administrators if necessary;
- Notify Agency Executive Director if agency administrators are not responsive to required corrective actions; and
- Notify the CoC chair and HMIS Manager regarding any uncorrected data quality issues.

These data quality checks will be performed monthly.

Release and Disclosure of Client Data

Sharing of Data

Client-specific data from the HMIS system may be shared with partner agencies with both the clients' and agency's authorization. Other non-HMIS inter-agency agreements do not cover the sharing of HMIS data.

Sharing of client data may be limited by program specific confidentiality rules. No client-specific data will be released or shared outside of the HMIS partner agencies unless the client gives specific written permission or unless withholding that information would be illegal. Note that services may NOT be denied if client refuses to sign Release of Information or declines to state any information.

Posted Notice

Sharing of Information requires INFORMED consent by virtue of a posted notice of informed consent or a release of information form signed by the client. Informed consent can mean a posted notice or signed release. The burden rests with the intake counselor to inform the client before asking for consent. As part of informed consent, a notice must be posted explaining the reasons for collecting the data, the client's rights, and likely potential future uses of the data.

Obtaining consent and entering the data with the correct level of access is the sole responsibility of the agency.

Clients' Rights to Data

Upon written request, clients shall be given a printout of all data specifically relating to them, within 10 working days (or 10 working days after the data has been entered if the data has not been entered at the time the request is made.) A client may also request in writing a report of data sharing events, including dates, agencies, persons, and other details pertaining to their client specific data within 10 working days (or 10 working days after the data has been entered if the data has not been entered at the time the request is made.)

Aggregate data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission. This policy will be made clear to clients as part of the Informed Consent procedure.

Agency Responsibility

Each Agency is responsible for its own internal compliance with HUD HMIS Data and Technical Standards, including the designation of a Security and Confidentiality Officer that monitors its agency and users at least annually.

Technical Support

Support Requests include issue reporting, requests for enhancements (features), or other general technical support. Agency Administrators and users shall submit support requests to the HMIS System Administrator. The County of San Luis Obispo will only provide support for issues specific to the HMIS software and systems.

Request for Support

The following is the preferred procedure when a user requires technical support:

The user should evaluate the immediacy of the issue. If the user needs immediate resolution of the issue because the issue is hindering the user from being able to enter the data into the system, the user should try to contact the System Administrator. If the System Administrator cannot be reached then the user may contact Bell Data Systems help desk.

Most common emergent issues are a forgotten password, a password that is not working, or the user is trying to access the system from a computer that he or she has not accessed the system from before.

Bell Data Systems will not issue new user accounts or change user rights without prior authorization from the HMIS System Administrator.

If the issue is not immediate or is a suggestion, the user should consider discussing it with the Agency Administrator for appropriateness before submitting it. The user or the Agency Administrator may email the HMIS System Administrator specifying the severity of the issue and its impact on their work, specific steps to reproduce the issue, and any other documentation that might facilitate the resolution of the issue (screen shots can be very helpful). The user should also provide contact information and best times to be reached.

Changes to the System

The HMIS System Administrator will evaluate the request and respond accordingly. Agency-specific customizations will be evaluated for their impact on the other agencies usability of the system and the system as a whole.

If the System Administrator determines that the cause of the reported issue is outside the scope of control of the HMIS software and systems the issue may be returned to the User or a meeting with the agency's IT department may be necessary.

The HMIS System Administrator may consolidate such requests from multiple Partner Agencies, if appropriate, and strive to resolve issues in priority order according to their severity and impact.

In cases where issue resolution may be achieved by the end user or other Partner Agency personnel, the HMIS System Administrator will provide instructions via email (or phone) to Partner Agency.

All necessary customization will be done by the HMIS System Administrator.

Participation Termination

Agency Termination

The Partner Agency shall inform the HMIS Administrator in writing of their intention to terminate an HMIS participation agreement.. The HMIS System Administrator will then deactivate all users from that agency at the appropriate time.

In the unlikely event that a Partner Agency is found to be in violation of the terms of the HMIS, the Partner Agency and the County of San Luis Obispo will work to resolve the conflict(s). If the County of San Luis Obispo is unable to resolve the conflict(s), the Partner Agency will be notified in writing of the intention to terminate that Partner Agencies participation in the HMIS. The System Administrator will then deactivate all users from that agency.

All Partner Agency-specific information contained in the HMIS system will remain in the HMIS system. The agency will be responsible for any cost of obtaining hard copy or digital copy of HMIS information.

User Termination

If there is a suspected breach in security, especially client confidentiality, the County of San Luis Obispo reserves the right to suspend the user account of the user in question or the entire agency's user accounts, if the problem is agency wide, until the County of San Luis Obispo is convinced that the client information is secure.

CHANGES TO THE POLICIES AND PROCEDURES DOCUMENT

Revisions

The County of San Luis Obispo will guide the compilation and amendment to this and other documents.

Distribution

A copy of the revised Policies and Procedures document will be distributed to the partner agencies. Partner Agencies will be asked to sign a receipt acknowledging they have received the revised Policies and Procedures. It is

the agencies responsibility to make sure everyone participating in the HMIS has access to a copy of the document, reads it, understands it, and agrees to comply with it. If anyone participating in the HMIS has issue with any revision, they may contact the County of San Luis Obispo and voice their concern. They must, however, comply with the revisions or stop using the system until the issue is resolved.

Funding

The San Luis Obispo County's current HUD grant for HMIS provides support for an HMIS System. Therefore, it is committed to provide services to HUD funded programs in San Luis Obispo County. The current HUD grant for HMIS provides for a limited number of user licenses. While it may not be possible to meet every agency's full requirements for licenses within the HUD grant, the County of San Luis Obispo will endeavor to ensure that every agency participating will have their minimum requirements met from the HUD grant. The County of San Luis Obispo will decide funding responsibilities for additional licenses as the needs arise.

HUD HMIS Data and Technical Standards

This document should, at a minimum, reflect the baseline requirements listed in the most current HMIS Data and Technical Standards Final Notice. Users of HMIS are required to read and comply with the HMIS Data and Technical Standards. Failure to comply with these standards carries the same consequences, as does failure to comply with these Policies and Procedures. In any instance where these Policies and Procedures are not consistent with the current HMIS Standards from HUD, the HUD Standards take precedence. Should any inconsistencies be identified, notice should be made to the County of San Luis Obispo.

For agencies or programs where HIPAA applies, HIPAA requirements take precedence over both the HUD HMIS Data Requirements and these policies and procedures.

6. GLOSSARY OF TERMS

Bell Data: The HMIS vendor that is currently used by San Luis Obispo County.

Client: Any persons who is, has been, or will be entered into HMIS.

CoC: Continuum of Care

End User: Any person given access to the database for entering or updating data.

HIPAA: Health Insurance Portability and Accountability Act

HMIS: Homeless Management Information System

HSOC: Homeless Services Oversight Council

HUD: U.S. Department of Housing and Urban Development

EXHIBIT A:

**County of San Luis Obispo
Homeless Management Information System
AGENCY PARTICIPATION AGREEMENT**

AGENCY NAME: _____

For purpose of this agreement, the participating Homeless Service Provider will be referred to as "Participating Agency," the consumer of services as the "Client," and the County of San Luis Obispo Homeless Management Information System as "SLO County-HMIS" or "HMIS." Bell Data is a web-based client information system used to record and track homeless client information. It will be used for tracking client service patterns, sharing of information on services provided to homeless clients, and systems planning.

I. HMIS Use and Data Entry

A. The Participating Agency shall follow, comply with, and enforce the HMIS Policies and Procedures. Additionally, Client Consent forms shall be used and may be modified as needed for the purpose of the smooth and efficient operation,

1. All Participating Agency users of the SLO County-HMIS are required to have had training by the HMIS or its Agency Administrator in using the HMIS database before they will be allowed to use it.
2. The Participating Agency shall only enter individuals in the HMIS database that exist as Clients in the Participating Agency's jurisdiction. The Participating Agency shall not misrepresent its Client base in the HMIS by entering known, inaccurate information.
3. The Participating Agency shall use Client information in the HMIS database, as provided to the Participating Agency, to assist the Participating Agency in providing adequate and appropriate services to the Client.
4. The Participating Agency shall consistently enter information into the HMIS database and will strive for real-time, or close to real-time (data entry within 10 days of client services) data entry.

B. The Participating Agency will not alter information in the HMIS database entered by another Participating Agency with known, inaccurate information.

C. The Participating Agency shall not give or share assigned User ID's or passwords for the HMIS database with any other agency, business, or individual.

D. If this agreement is terminated, SLO County-HMIS will provide the Participating Agency with a copy of their client data. Copies will be in both digital and hardcopy form.

II. Training and Technical Assistance

A. SLO County-HMIS shall assure the provision of training for the necessary Participating Agency staff in the use of HMS. In addition training updates will be provided as necessary and reasonable for new staff and for changes in the software.

B. SLO County-HMIS will be available for continuing technical support as related to the HMIS system within budgetary constraints.

C. SLO County-HMIS shall operate and maintain the network servers, software, data lines, and any other network or communication devices at the host site which is necessary for the proper function of the HMIS system. Each Participating Agency shall provide and maintain its own connection to the internet.

III. Confidentiality

A. The Participating Agency shall uphold all applicable federal and state confidentiality regulations and laws that protect Client records and the Participating Agency shall only release client records with written Consent for Release of Information by the client or when required by law.

1. The Participating Agency shall provide a verbal explanation of the HMIS database and the terms of the Consent for Release of Information forms and shall arrange for a qualified interpreter in the event that an individual is not literate in English or has difficulty understanding the consent form.

2 The Participating Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services or conduct evaluation or research.

3 The Participating Agency shall ensure that all staff, volunteers, and other persons issued a HMIS User ID and password receive client confidentially training.

B. The Participating Agency may receive access to Client Data entered by other Participating Agencies. All Participating Agencies are bound by restrictions placed upon the data by the client of any other Participating Agency.

C. The Participating Agency shall keep signed copies of the Consent for Release of Information form for HMIS for a period of at least three years. If a Client withdraws Consent for Release of Information, the Participating Agency remains responsible to ensure that Client's information is unavailable to all other Partner Participating Agencies.

D. This agreement does not require or imply that services must be contingent upon a Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.

IV. Use of Data

A. The Participating Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.

B. If this agreement is terminated, the SLO County HMIS and remaining Participating Agencies shall maintain their right to the use of all Client data previously entered by the terminating Participating Agency; this use is subject to any restrictions requested by the Client.

C. SLO County-HMIS 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 programs, and to obtain a system-wide view of program utilization in the state.

V. Terms and Conditions

A. The SLO County-HMIS shall not be liable to any member Participating Agency for any cessation, delay, or interruption of services, nor for any malfunction of hardware, software, or equipment to the extent that any such event is beyond the reasonable control of the HMIS.

B. This agreement shall be in-force until revoked in writing by either party provided funding is available.

VI. Participating Agencies

The Participating Agency agrees to share the demographic data they enter into the HMIS system with the listed agencies unless the client specifically refuses to give consent for such sharing to one or all the listed agencies.

Participating Agencies

- 1. CAPSLO
- 2. ECHO
- 3. Family Care Network
- 4. Five Cities Homeless Coalition
- 5. People’s Self Help Housing
- 6. SLO Housing Connection
- 7. SSVF
- 8. Sunny Acres
- 9. Transitions Mental Health Association
- 10. The Link

AGENCY _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

NAME OF SIGNATORY _____ TITLE _____

SIGNATURE DATE

EXHIBIT B:

San Luis Obispo County HMIS 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 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:

- A client consent form must be signed 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

EXHIBIT C:

County of San Luis Obispo
Partner Agency User Agreement

Agency Name

Employee/User Name

The Homeless Management Information System (HMIS) is a project of San Luis Obispo County. HMIS will enable homeless service providers to collect uniform client information over time. This system is essential to efforts to streamline client services and inform public policy. Through HMIS, homeless program clients benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; these data are necessary to service and systems planning and advocacy.

Initial Only

- _____ 1.) I have received training on how to use the HMIS.
- _____ 2.) I have received training and passed the test for HMIS confidentiality.
- _____ 3.) I have read and will abide by all the HMIS Policies and Procedures.
- _____ 4.) I understand that my username and password are for my use only and must not be shared with anyone. I must take all reasonable means to keep my password physically secure.
- _____ 5.) I understand that the only individuals who can view HMIS information are authorized users and the clients to whom the information pertains.
- _____ 6.) I understand that I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
- _____ 7.) If I am logged into the HMIS and must leave the work area where the computer is located; I must log-off of the HMIS software before leaving the work area. Failure to do so may result in a breach in client confidentiality and system security.
- _____ 8.) I understand that these rules apply to all users of HMIS; whatever their work role or position.
- _____ 9.) I understand that all HMIS information (hard copies and soft copies) must be kept secure and confidential at all times and when no longer needed they must be properly destroyed to maintain confidentiality.
- _____ 10.) I understand that if I notice or suspect a security breach within the HMIS, I must immediately notify my Agency Administrator and or the HMIS administrator.
- _____ 11.) I will not knowingly enter malicious or erroneous information into the HMIS. I understand that my username and password will terminate should I change employment and will not be passed on to the new staff member.

I agree to maintain strict confidentiality of information obtained through the County HMIS. This information will be used only for the legitimate client service and administration of the above named agency. Any breach of confidentiality will result in immediate termination of participation in HMIS. The specifics of this agreement do not preclude additional agency rules and regulations.

I understand and agree to comply with all the statements listed above.

Employee/User Signature

Date

Partner Agency Administrator Signature

Date

EXHIBIT D:

[Insert Agency Name] CLIENT NOTICE AND CONSENT FOR RELEASE

THIS CLIENT NOTICE AND CONSENT FOR RELEASE FORM DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS OR DESIRE ANY FURTHER INFORMATION REGARDING THIS FORM PLEASE CONTACT _____ AT _____.

I, _____ (**insert client's name**), understand and acknowledge that _____ (the "Agency") is affiliated with the County of San Luis Obispo ("County"), and I consent to and authorize the collection of data and information and preparation of records pertaining to the services provided to me by the Agency and the release of such data and all records maintained by the Agency to the County and agencies affiliated with the County, provided such agency is a party to The San Luis Obispo County Homeless Management Information System ("HMIS") agency agreement with the County under which the Agency has specifically agreed to share information with such agency. The data, information and records gathered and prepared by the Agency and the County will be included in the HMIS database and shall be utilized by the County and its affiliated agencies, including Agency, to: (a) provide individual case management; (b) produce reports regarding utilization of services; (c) track individual program outcomes; (d) provide accountability for individuals and entities that provide funds for use in providing services in the County of San Luis Obispo area; (e) identify unfilled service needs and plan for the provision of new services; (f) allocate resources among agencies engaged in the provision of services in and around San Luis Obispo County; and (g) be used for all other purposes deemed appropriate by the County. I understand and acknowledge that my data and information may be aggregated with the data and information of other individuals served by the Agency and other County agencies for the purposes described above. I understand and acknowledge that that data, information and records pertaining to the services provided to me by the Agency will only be disclosed to agencies, individuals and entities other than the County and its affiliated agencies with my written authorization.

_____ (**please initial**) I understand and acknowledge that the data pertaining to the services provided to me by the Agency and the records maintained by the Agency may include medical/health information and other information the privacy of which may be protected by federal and or California law and expressly consent to the release of such information.

_____ (**please initial**) I understand and acknowledge that I have the right to (a) inspect, copy, and request amendment of all records maintained by the Agency related to the provision of services to me and to receive a paper copy of this form; (b) request restriction of how my data, information and records are utilized and disclosed but that the Agency is not required to agree to such requested restrictions; (c) request that the Agency communicate with me about my services in a manner designed to promote confidential communications; and (d) complain to the Agency or the County by providing written notice of the alleged violation if I believe my privacy rights have been violated and that I will not be retaliated against for filing such a complaint.

_____ (**please initial**) I understand and acknowledge that I have the right to opt out of having my data, information and records disclosed to the County and other County affiliated agencies by providing written notice to the Agency and that I am entitled to services regardless of my decision. I further understand and acknowledge that I may revoke this consent at anytime by providing written notice to the Agency. However, I understand and acknowledge that regardless of my decision to opt out or revoke consent, my data may be disclosed to the County and included in the HMIS database in an aggregated and deidentified form for purposes of making future resource allocation decisions.

_____ (**please initial**) I understand and acknowledge that the Agency is required to abide by the terms of this notice but that the Agency reserves the right to change the terms of this notice and to make such revised or changed notice effective for information already held by the Agency as well as information received in the future.

Signature: _____

Date: _____