

# San Diego County CoC Homeless Management Information System (HMIS) Agency Participation Agreement

## I. Purpose

The San Diego County Homeless Management Information System (HMIS) is a web-enabled database used by homeless service providers within the San Diego region to capture information about the persons they serve.

## II. Audience and Agreement

This Agency Participation Agreement (“Agreement”) permits the Participating Agency listed below and its users to access the HMIS on their computer system through an Internet connection. The Participating Agency is the “Agency” named in this agreement as participants of the HMIS. The HMIS “Users” are the guardians entrusted with personal data to be entered and used in the HMIS and the “Client” is the consumer of services. The HMIS Lead Agency serves as the “System Administrator” whose primary function is to manage the HMIS.

All agencies which are granted access to the HMIS must agree to abide by all laws, and the HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the HMIS. Fees for HMIS use are outlined as Attachment A to this agreement.

***The signature of the Executive Director or authorized designee of the Participating Agency indicates agreement with the terms set forth for an HMIS account for the Agency.***

## III. Confidentiality and Informed Consent

The Agency agrees to abide by and uphold all privacy protection standards established by the HMIS as well as their respective agency’s privacy procedures. The Agency will also uphold relevant Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws. Access to the HMIS is granted to the Participating Agency based on the following premises:

**Oral Explanation:** All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Agency will provide an oral explanation of the HMIS and the terms of consent. The Agency is responsible for ensuring that this procedure takes place prior to every client interview.

**Written Explanation:** Each client whose information is being shared with another Participating Agency must agree via execution of the Multiparty Authorization form. A Client must be informed as to what information is being shared and with whom it is being shared.

**Information Release:** The Agency agrees not to release client identifiable information to any other organization that is not listed on the Multiparty Authorization form without proper client consent except as provided by federal and California State law. See Multiparty Authorization (Appendix B) and Legal Citations (Appendix I).

**Regulations:** The Agency will uphold all relevant Federal and California State confidentiality regulations to protect client records and privacy. In addition, the Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations. Specifically, but not limited to, the following:

- a. The Agency will abide specifically by the federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42 Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by CFR 42 Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- b. The Agency will abide specifically with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information excluding treatment, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
- c. The Agency will abide specifically with the California Government Code 11015.5, and if applicable, CA Civil Code 1798, regarding Personal Information Collected on the Internet. In general, the Government Code ensures that any electronically collected personal information about clients cannot be shared with any third party without the client’s written consent.

**Postings:** Privacy and Mandatory Collection notices (Appendices E and F) must be posted at the Agency.

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- A. The Agency must post Privacy and Mandatory Collection notices at each intake desk or comparable location.
- B. Privacy and Mandatory Collection notices must be made available in writing at the client's request.
- C. If the Agency maintains a website, a link to the privacy notice must be accessible from the Agency's website.

### IV. Data Use

Data contained in the HMIS will only be used to support the delivery of homeless services in the San Diego region. Each User will affirm the principles of ethical data use and client confidentiality as noted and contained in the HMIS User Agreement.

1. The Agency will not solicit or input information from clients unless it is essential to provide services, or conduct program evaluation.
2. The Agency understands that all client data will be maintained on a central server, which will contain all client information in an encrypted state. All client identifiable data is inaccessible to unauthorized users.
3. The Agency shall use the system to enter and corroborate services but not for location services for past due billing.
4. The Agency shall not be denied access to client data entered by the Agency. Agencies are bound by all restrictions placed upon the data by the client of any Participating Agency. The Agency shall diligently record in the HMIS all restrictions requested.
5. The Agency shall not knowingly enter false or misleading data under any circumstances.
6. The Agency shall maintain appropriate documentation of client consent to participate in the HMIS.
7. If a client withdraws consent for release of information, the Agency remains responsible to ensure that the client's information is unavailable to all other Agencies.
8. The Agency shall keep signed copies of the Multiparty Authorization form for a period of seven (7) years.

### V. Responsibilities

The Agency is responsible for ensuring that its staff does not intentionally or unintentionally misuse the HMIS. Such misuses are but are not limited to: damage of computing resources, obtaining unauthorized resources, taking resources from another user, gaining unauthorized access to resources, or otherwise using of computing resources without proper authorization.

1. The Agency will maintain an environment free of illegal or malicious acts and the Agency's users agree to never use the system to perform an illegal or malicious act. Any attempt to increase the level of access to which the User is authorized or any attempt to deprive other authorized Users of resources or access to HMIS shall be regarded as a violation of this Agreement that will be addressed as set forth in the HMIS Policies and Procedures.
2. Any User who finds a possible security lapse on the system is obligated to report it to the HMIS System Administrator immediately.
3. The HMIS software application was paid for with U.S. Department of Housing and Urban Development (HUD) grant funds. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

### VI. System Usage

Computer Equipment and Services are intended for HMIS-related activities. Acceptable computer system use includes data intake, reports, research of Client, Client development, and public service purposes. Prohibited Usage includes, but is not limited to, the following activities: the sending of fraudulent, threatening, harassing, or obscene messages and/or materials; inappropriate mass mailing (spamming, flooding, bombing); creation or intentional distribution of computer viruses, worms, or Trojan horses; unauthorized access to or denial of service; attempted attacks on any computer system. Abusers are subject to sanctions as outlined in the HMIS Policies and Procedures.

### VII. Rights

The HMIS Lead Agency reserves all rights, including access audit, termination of agreements, of the HMIS application and the service resources that it owns and/or operates on behalf of the Continuum of Care. These procedures shall not be construed as a waiver of any rights of the HMIS Lead Agency or the Participating Agency, nor shall they conflict with applicable acts of law.

### VIII. Privileges

The HMIS services and or equipment are a privilege and are assigned and managed by the HMIS Lead or designee(s). The Agency is responsible for proper use of the system as outlined in Section VI.

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**IX. Confidentiality**

Although technological and procedural securities have been reasonably exhausted by the HMIS Lead to ensure client data confidentiality, this HMIS is being used by a multitude of end users and is therefore subject to the diligence to which the Participating Agencies' staff protects client records.

The protections that the HMIS put in place to protect client confidentiality include compliance with HUD Data and Technical Standards Final Notice, institution of a mandated HMIS training program for all HMIS users, consistent application of Policies and Procedures, and signed Agency End-User Agreements.

**X. Copyright**

The HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright. The number of copies and distribution of copies are to be managed by the HMIS Lead. Interference with measures used by copyright holders to protect copyrighted works is prohibited.

Agency users storing materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

**XI. Violations**

An individual violating any of the guidelines outlined in this agreement will be reported immediately upon discovery. Such suspected violations will be confidentially reported to the HMIS Lead and or the designee of that agency in accordance with the HMIS Policies and Procedures

**Agreement**

I have read this HMIS Agency Participation Agreement and thoroughly understand that this technology is for HMIS purposes only and is to be used in accordance with the HMIS Policies and Procedures.

This Agreement is executed between the Participating Agency listed below and the Regional Task Force on the Homelessness (RTFH) acting as the San Diego County HMIS Lead Agency and upon execution the Participating Agency will be given access to the HMIS. The Executive Director or Authorized Designees for each Agency will sign this agreement.

\_\_\_\_\_  
Participating Agency (Print)

\_\_\_\_\_  
HMIS Lead Agency (Print)

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Regional Task Force on the Homelessness Types of User Licenses**  
**HMIS Clarity User License Fee Structure**

HMIS Participating Agencies can purchase two different types of licenses that their staff can use to access San Diego County’s HMIS software, Clarity: the Enterprise user license and the Manager license.

- **Enterprise User License:** The Enterprise User License is the standard Clarity user license that is assigned to all users who do not need access to a Manager license.
- **Manager License:** The Clarity Manager license is a license that includes access to agency/program management features and Clarity’s data analysis interface, Looker. One user per agency is required to be assigned a Manager license; by default the Manager license will be assigned to the agency’s primary HMIS administrator. Additional Manager licenses may be purchased/assigned upon request by the agency. **Fee Structure for Clarity Licenses**

Type of License	Fee Structure
<b>Clarity Enterprise User License</b>	<p><b>Initial Setup Fee:</b> \$175/new user license</p> <p><b>Monthly access fee (to be billed on a quarterly basis):</b> \$25/user license</p> <p><b>*All HMIS licensing fees are subject to change.</b></p>
<b>Clarity Manager License</b>	<p><b>Initial Setup Fee:</b> \$250/new Manager license</p> <p><b>Monthly access fee (to be billed on a quarterly basis):</b> \$55/Manager license</p> <p><b>*All HMIS licensing fees are subject to change.</b></p>

**Data Quality Incentives**

RTFH may provide data quality incentives in the form of HMIS fee discounts. These incentives are not fixed or regular and will be provided and announced on an ad hoc basis. Information on incentives will be shared with providers once confirmed for each billing cycle.

**Waiver Policy Statement**

Waiver (or reduction) of fees for hardship may be submitted to RTFH and may be granted upon review. Requests for waivers must be submitted prior to the start of the upcoming billing cycle, so by January 1<sup>st</sup> of the year a waiver is being requested for.

**Fees for other Requests**

Other requests, including but not limited to custom reporting, data export/import and data integration projects, will be considered on a case-by-case basis. Cost estimates will be developed based upon a statement of work for the requested project.

**Payment Methods**

Checks and money orders are the only acceptable payment methods for HMIS licensing fees.