

Los Angeles/Orange County
Homeless Management Information System (HMIS) Collaborative

HMIS Agency Agreement

I. Purpose

The Los Angeles/Orange County (LA/OC) Homeless Management Information System (HMIS) is a web-enabled database used by homeless service providers within the Los Angeles and Orange County region, to capture information about the persons they serve. The LA/OC HMIS Collaborative consist of four separate Continuum of Cares. The continuums are: Los Angeles Homeless Service Authority (LAHSA), Orange County Continuum of Care, the City of Glendale and the City of Pasadena.

The LA/OC HMIS Collaborative's goal is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. Our mission is to provide a comprehensive case management system *to advance the provision of quality services for homeless persons, improve data collection, and promote more responsive policies to end homelessness in Los Angeles and Orange Counties.*

II. Audience and Agreement

This Participating Agency Agreement permits The Agency and its participants to use the LA/OC HMIS and security services on their computers systems through an Internet connection. The LA/OC HMIS Collaborative and their assigned HMIS System Administrators are the primary coordinating Continuum of Cares (CoC) for the LA/OC HMIS. The Participating Agency is the "Agency" named in this agreement as participants of the LA/OC HMIS. The HMIS "User" are the guardians entrusted with personal data to be entered and used in the LA/OC HMIS and the "Client" is the consumer of services.

All agencies which have been granted access to the LA/OC HMIS have agreed to abide by all laws, and the LA/OC HMIS Collaborative Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the LA/OC HMIS.

The signature of the Executive Director of the Participating Agency indicates agreement with the terms set forth for an LA/OC 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 LA/OC HMIS Collaborative 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 LA/OC HMIS is granted to AGENCY NAME _____ 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 LA/OC 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 the written Client consent/Information Release 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 pursuant to federal and California State law without proper client consent. See attached Client Consent/Information Release Form and Regulations below.

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 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, 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 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 must be posted at the agency.

- 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 an agency website, a link to the privacy notice must be on the homepage of the agency's website.

IV. Data Use

Data contained in the LA/OC HMIS will only be used to support the delivery of homeless services in the Los Angeles and Orange County region. Each User will affirm the principles of ethical data use and client confidentiality as noted below and contained in the LA/OC HMIS User Agreement.

- 1. The Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research.
- 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 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 LA/OC HMIS all restrictions requested.
- 4. The Agency shall not knowingly enter false or misleading data under any circumstances.
- 5. The Agency shall maintain appropriate documentation of client consent to participate in the LA/OC HMIS.
- 6. 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.

7. The Agency shall keep signed copies of the Client Consent/Information Release form for LA/OC HMIS for a period of seven years.
8. The Agency shall keep Interagency data sharing agreements and Client Consent/Information Release forms for all individual client data that is shared to non-custodial agencies where the internal policies of the Agency allows data sharing.

V. Responsibilities

The Agency is responsible for ensuring that its staff does not intentionally or unintentionally misuse the system. Such uses are but not limited to damage computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources, or otherwise make use of computing resources for which proper authorization has not been given.

1. The Agency will have 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 (s)he is authorized or any attempt to deprive other authorized users of resources or access to LA/OC HMIS shall be regarded as malicious and may be treated as an illegal act.
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 LA/OC HMIS Application, which has been granted, to each participating agency was purchased by the LA/OC HMIS Collaborative for each of its own continuums. The LA/OC HMIS application was paid for through the HUD grant. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant. Any additional maintenance, upgrades and license purchases incurred after the grant fund limit, which is designated for HMIS services, becomes the sole responsibility of the Agency that has accepted possession and use of the software and services rendered for HMIS purposes and functionality.

VI. System Usage

Computer Equipment and Services are intended for LA/OC 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: fraudulent, threatening, harassing, or obscene messages and/or materials are to be avoided and not to be received, sent nor stored. Inappropriate mass mailing (spamming, flooding, bombing) are prohibited. Creation or intentional distribution of computer viruses, worms, or Trojan horses is prohibited. Unauthorized access to or denial of service attacks on any computer system shall not be attempted. Abusers are subject to sanctions as outlined in Section XI. - Violations.

Equipment if applicable: All of the computer equipment including, but not limited to, printers, scanners, laptops and monitors, which were purchased by your continuum of care for LA/OC HMIS purposes to all the participating agencies, are all under HUD grant funding. The maintenance and upgrades of these devices are limited by sanctions of the HUD grant. Any additional maintenance or upgrade costs incurred after the grant fund limit which is designated for LA/OC HMIS equipment becomes the sole responsibility of the Agency that has accepted possession and use of the equipment rendered for LA/OC HMIS purposes and functionality.

Services if applicable: Which have been given to each participating agency are included but not limited to Anti-Virus Software and licenses, Firewall software and licenses, Windows software updates and High-Speed Internet Connections, are purchased by the LA/OC Collaborative for HMIS purposes and are all under HUD grant funding. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant. Any additional maintenance, upgrades and license purchases incurred after the grant fund limit, which is designated for LA/OC HMIS services, becomes the sole responsibility of the Agency that has accepted possession and use of the software and services rendered for LA/OC HMIS purposes and functionality.

VII. Rights

LA/OC HMIS data from agencies within each continuum resides in one central database. The Agency's data is separated by security for each continuum. Data sharing is currently limited to the data within the Agency's continuum. The LA/OC HMIS Collaborative reserves the right, at a later date, to expand data sharing to include collaborative wide data.

The LA/OC HMIS Collaborative also reserves all rights, including termination of agreements, of the LA/OC HMIS application and the service resources that it owns and operates. These procedures shall not be construed as a waiver of any rights of the LA/OC HMIS Collaborative, nor shall they conflict with applicable acts of law.

VIII. Privileges

The LA/OC HMIS services and or equipment are a privilege and are assigned and managed by the HMIS System Administrator(s) or designee(s) of specific systems. The Agency is responsible for proper use of the system as outlined in Section VI.

IX. Confidentiality

Although technological and procedural securities have been reasonably exhausted by the LA/OC HMIS Collaborative to ensure client data confidentiality, this system 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 LA/OC HMIS Collaborative 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 LA/OC 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 Systems Administrator(s) of each CoC. Interference with measures used by copyright holders to protect copyrighted works is prohibited.

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

Equipment if applicable: Computer software and data are protected by copyright and is not to be copied, except as permitted by law or by contract with the owner of the copyright. The number of copies and distribution of copies are to be managed by the HMIS Systems Administrator(s) of each CoC. Users of the computer systems agree to follow guidelines for use of copyrighted materials.

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 System Administrator(s) of the CoC and or the designee of that agency.

XII. Agreement

I have read the aforementioned Agency Agreement and waiver for use of technology of the LA/OC HMIS, Equipment and Services (*if applicable*), and thoroughly understand that this technology is for LA/OC HMIS purposes only.

This Agreement is executed between the Agency and the Orange County Continuum of Care and upon execution the Agency will be given access to the HMIS. This agreement will be signed by the Executive Director at the Participating Agency.

Executive Director's Name (Print)

Continuum Representative's Name (Print)

Executive Director's Signature

Continuum Representative's Signature

Agency Name

Continuum Name

Date of Signature

Date of Signature