



**HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)  
Finance & Data Committee Agenda**

July 26, 2022, 10am

Members and the public may participate by Zoom video call:

[https://us06web.zoom.us/j/83385266416?  
pwd=cmM1OXF2RStoNUYk44dDI2Mmp1dz09](https://us06web.zoom.us/j/83385266416?pwd=cmM1OXF2RStoNUYk44dDI2Mmp1dz09)

Or dial in:

+1 346 248 7799

Meeting ID: 833 8526 6416

Passcode: 494194

1. Call to Order and Introductions
2. Public Comment
3. Consent: Approval of Minutes
4. Action/Information/Discussion
  - 4.1. Discussion Item: Strategic Plan Update
  - 4.2. Discussion Item: Data Maturity Assessment Tool
  - 4.3. Discussion Item: Homeless Management Information System (HMIS)
    - 4.3.1. Discussion Item: System Administrators Monthly Call
    - 4.3.2. Discussion Item: Review San Luis Obispo County Continuum of Care Privacy Posted Notice
    - 4.3.3. Discussion Item: Review San Luis Obispo County Continuum of Care HMIS End User Agreement
    - 4.3.4. Discussion Item: Review San Luis Obispo County Continuum of Care HMIS Agency Participation Agreement

4.4. California Housing Partnership: San Luis Obispo County Housing Need Report 2022

5. Future Discussion/Report Items
6. Next Regular Meeting: August 23 at 10am
7. 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)  
FINANCE AND DATA COMMITTEE MEETING MINUTES**

**Date**

May 24, 2022

**Time**

10am-11:30am

**Location**

Zoom

**Members Present**

Brandy Graham  
Bill Crewe  
Carrie Collins  
Janna Nichols  
Jessica Thomas  
Kelly Underwood  
Mark Lamore  
Shay Stewart  
Sstoz Tes

**Members Absent**

Kate Swarthout  
Mimi Rodriguez  
Riley Smith

**Staff and Guests**

Abby Lassen  
Aurora William  
Brenda Mack  
Dawn Ortiz-Legg  
Elaine Archer  
Elizabeth Pauchek  
Garret Olson

George Solis  
Jessica Lorange  
Kelsey Nocket  
Krista Jeffries  
Laurel Weir  
Lauryn Searles  
Leon Shordon  
Mia Trevelyan  
Nicole Bennett  
Russ Francis  
Sarah Reinhart  
Steve Martin  
Susan Funk

### **1. Call to Order and Introductions**

Mark called the meeting to order at 10am. Lauryn from CAPSLO (Community Action Partnership of San Luis Obispo) and Sarah from the County of San Luis Obispo Public Health Department introduced themselves.

### **2. Public Comment**

Brandy shared that California Housing Partnership has published its San Luis Obispo County Housing Need Report 2022, showing the average rent increased in SLO County by 8.2% from 2020-2021.

### **3. Consent: Approval of Minutes**

Russ clarified that two sets of minutes were being approved, as minutes could not be taken in the last meeting due to lack of quorum. Russ also noted there was a mistake in the second set of minutes, with the year given as 2002 rather than 2022. This will be corrected.

Shay made a motion to approve the minutes as amended, seconded by Bill. The motion passed with all in favor, none opposed and no abstentions.

### **4. Action/Information/Discussion**

#### **4.1 Action Item: Approve HMIS Release of Information Forms**

Jessica Lorange shared that the new HMIS (Homeless Management Information System) Release of Information forms will enhance data sharing and data quality,

improve communication between partners, and improve Coordinated Entry implementation. The new form allows for verbal consent for release of information, and changes the expiration date for consent from seven to two years.

Brandy made a motion to approve the new HMIS Release of Information forms, seconded by Kelly. The motion passed with all in favor, none opposed and no abstentions.

#### **4.2 Action Item: Approval of Homeless Housing, Assistance and Prevention Program (HHAP) Round 3 Application Outcome Goals and Strategies**

Laurel presented on Round 3 of the HHAP Homeless Housing, Assistance and Prevention (HHAP) Program. \$4 million total is available to the County and CoC (Continuum of Care), for eligible activities including Permanent Housing, Emergency Shelter, Rapid Rehousing, Landlord Incentives, Outreach, Systems Support, Prevention and Diversion. The funding can be used to support existing services as well as new projects. Per the State, 10% of total funding is set aside for youth services, and \$1 million is prioritized for systems support. Bonus funding of 18% is available if applicants meet their goals for the program within two years.

The State has established seven outcome goals, based on HUD's (US Department of Housing and Urban Development) System Performance Measures. Outcome goals will be measured using data from HMIS or the 2024 PIT (Point in Time) Count. The State's own reports do not match with the County's HMIS data, as they use different data universes and adjustments. Also, the State has chosen CY (Calendar Year) 2020 as the year for baseline data. This will make it more challenging to meet outcome goals as 2020 was an anomalous year due to shelters reducing capacity, some reduction in services, an eviction moratorium being in place, unusual labor market disruption, and rapid increases in housing costs.

Laurel shared that County staff are due to meet with the State to discuss the data and baseline measures. The Committee advocated that County staff express to the State that using 2020 data as a baseline is a bad idea as this data is not representative.

Laurel presented County staff's recommendations on the seven outcome measures (included in the agenda packet). The Committee discussed the baseline data against which real world steps to change the measures will be assessed. Following a recommendation to move forward with the current baseline numbers, County staff will take the HHAP 3 outcome goals to public input sessions and meet with the State, then move forward to the full HSOC with final proposed goals.

Janna made a motion to approve the Homeless Housing, Assistance and Prevention Program (HHAP) Round 3 application outcome goals and strategies, seconded by Jessica Thomas. The motion passed with all in favor, none opposed and no abstentions.

#### **4.3 Discussion Item: Strategic Plan**

Laurel presented the third Line of Effort (Data) from the draft Strategic Plan (included in the agenda packet). Work on the draft plan is ongoing and will be presented in full to the HSOC in July.

#### **4.4 Discussion Item: US Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program Competition**

##### **4.4.1. Discussion Item: Fiscal Year 2021 (FY2021) HUD CoC Program Competition Debrief**

Tabled.

##### **4.4.2. Discussion Item: HUD CoC Monitoring**

Tabled.

#### **5. Future Discussion/Report Items**

- California Housing Partnership: San Luis Obispo County Housing Need Report 2022 (see item 2 above).

#### **6. Next Regular Meeting: July 26 at 10am**

#### **7. Adjournment**

Mark adjourned the meeting at 12 noon.

**HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)  
FINANCE AND DATA COMMITTEE MEETING MINUTES**

**Date**

June 28, 2022

**Time**

10am-11:30am

**Location**

Zoom

**Members Present**

Carrie Collins  
Janna Nichols  
Kelly Underwood  
Mark Lamore  
Shay Stewart  
Sstoz Tes

**Members Absent**

Brandy Graham  
Bill Crewe  
Jessica Thomas  
Kate Swarthout  
Mimi Rodriguez  
Riley Smith

**Staff and Guests**

Elaine Archer  
Elizabeth Pauschek  
George Solis  
Jessica Lorange  
Joe Dzvonik  
Julien Powell  
Nicole Bennett

Russ Francis  
Tim Siler  
Wendy Lewis

### **1. Call to Order and Introductions**

Mark called the meeting to order at 10:03am.

### **2. Public Comment**

Carrie reported that Transitional Food & Shelter have sent a proposal to the County of San Luis Obispo to contract for a couple of units for Adult Protective Services.

### **3. Consent: Approval of Minutes**

Minutes could not be approved due to lack of quorum.

### **4. Action/Information/Discussion**

#### **4.1 Discussion Item: Strategic Plan Update**

Laurel reported that the Strategic Plan Steering Committee has released the draft strategic plan on the HSOC website, and has been reaching out to stakeholder groups and soliciting public input.

Joe reported that the County initiated a launch review and analysis of current HMIS (Homeless Management Information System) and CES (Coordinated Entry System) processes and software platforms in June, and have now reported to the County Administrative Officer. The analysis shows that homeless services within the County, including HMIS, has been added piecemeal rather than built strategically. Going forward, current efforts need to be supplemented, and software platforms are being looked at to see what could be improved. The recommendation is to combine HMIS and CES via a new software platform. County IT is interested in carrying out this work as a business project, which will mean higher efficiency and lower cost. The process of evaluating options will include opportunities for feedback and input from community stakeholders. Laurel shared that converting to a different system would take at least 18 months. The vendor selection process is a major part of the transition.

Laurel shared that the Steering Committee is due to meet later in the week following this meeting, so this meeting provides an opportunity for the Finance and Data Committee to provide comments on the draft plan.



The Finance and Data Committee discussed Lines of Effort 3 and 6 in the draft plan. Laurel reported that the goal to create a single HMIS database may need to be moved to the second year, following Joe's report above. The Committee provided the following feedback:

- Some of the outcome goals are very generally worded to the point it is difficult to give feedback – e.g. “acquire and implement software platform/vendor that fulfills community needs” is lacking detail
- Having one single HMIS vendor may not be a requirement, as the State only requires interoperability between systems that are HMIS compliant. Currently, ClientTrack and BellData are not interoperable (and also require duplicate data entry), but if they were interoperable this would meet the State's requirements
- There may be privacy issues with integrating hospitals and criminal justice agencies into data sharing and coordination

#### **4.2 Discussion Item: Data Maturity Assessment Tool**

Jessica shared that County staff have been working on data improvement, including the goal to have the CoC (Continuum of Care) entering all projects into HMIS. Good Samaritans' SSVF (Supportive Services for Veteran Families) are now uploading their data into HMIS.

#### **4.3 Discussion Item: Homeless Management Information System (HMIS)**

##### **4.3.1. Discussion Item: HMIS Street Outreach Auto Exit**

Jessica reported that County staff met with the Street Outreach group to look at improving data quality, and discussed options for auto exiting clients. George shared that this will impact the CoC, particularly with the HHAP (Homeless Housing, Assistance and Prevention Program) Round 3 goals, as there is a measurable outcome of exits from street outreach. The Committee discussed the challenges in collecting this data. Jessica will look into best practices from other CoCs and report back.

##### **4.3.2. Discussion Item: Data Quality Issues**

Jessica reported that Family Care Network's data quality errors recently decreased by 50% in a month, due to being proactive about data quality.

#### **4.3.3. Discussion Item: System Administrators Monthly Call**

Jessica reported that ESG-CV (Emergency Solutions Grant – Coronavirus) reports and an SSVF data upload are due at the end of July. The next NHSDC (National Human Services Data Consortium) conference is happening in Seattle in July.

#### **4.4 Discussion Item: US Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program Competition**

George reported that HUD (US Department of Housing and Urban Development) has released a supplemental CoC NOFO (Notice of Funding Opportunity) to address unsheltered rural homelessness. More details will follow.

##### **4.4.1. Discussion Item: Fiscal Year 2021 (FY2021) HUD CoC Program Competition Debrief**

George reported that SLO County CoC scored fifth highest of the thirteen CoCs in Southern California for the FY2021 (Fiscal Year 2021) HUD CoC program competition. Those scoring higher are the large metropolitan areas. The CoC was only a few points away from qualifying for bonus funding. County staff are now working to improve the CoC's score in the next program competition, including by developing MoUs (Memoranda of Understanding) with the County Office of Education and schools.

##### **4.4.2. Discussion Item: HUD CoC Monitoring**

George reported that HUD have scheduled a remote monitoring of TMHA's (Transitions Mental Health Association) FY2019 SLO City Permanent Supportive Housing project. The monitoring will take place between July 25 and August 2.

#### **4.5. Discussion Item: California Housing Partnership: San Luis Obispo County Housing Need Report 2022**

Tabled due to lack of time.

#### **5. Future Discussion/Report Items**

- County staff are working on revised governance documents and will have a number of updates to bring to the Finance and Data Committee soon.

#### **6. Next Regular Meeting: July 26 at 10am**

## **7. Adjournment**

Mark adjourned the meeting at 11:35am.

# San Luis Obispo County **Homeless Management Information System (HMIS)**

## Privacy Posted Notice

As a San Luis Obispo County HMIS Partner Agency, it is important we collect personal information directly from you to:

1. Best connect you with the services you need;
2. Better understand the needs of homeless persons;
3. Improve planning to eliminate homelessness; and
4. Improve services for homeless persons.

The San Luis Obispo County HMIS Release of Information provides additional details regarding data collection and sharing. This form is available upon request. The only people who will be allowed to see your data are HMIS trained staff for homeless service providers who have agreed to keep your data confidential. You have the right to refuse to share your data and this will not disqualify you from receiving services. However, without your data, we may be unable to tell which programs you qualify for, and so you may lose out on some opportunities to receive services.

DRAFT

## **HMIS Privacy Posted Notice**

We collect personal information directly from you for reasons that are discussed in our Privacy Notice. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness at the local level. We collect appropriate information only. A Privacy Notice is available upon request.

# San Luis Obispo County CoC HMIS

## End User Agreement

Name \_\_\_\_\_

Agency/Organization \_\_\_\_\_

As an Authorized User (Agency/Organization Staff or Agency/Organization Volunteer) of the San Luis Obispo County Homeless Management Information System (HMIS) who enters information into the San Luis Obispo County HMIS or views electronic information in the San Luis Obispo County HMIS, I agree to the following:

- \_\_\_\_\_ I understand that my User ID and Password give me access to the San Luis Obispo County HMIS. My User ID and Password are for my use only and I will not share, or allow them to be shared, with any person for any reason. I will take all reasonable means to keep my User ID and Password physically secure to prevent its use by any other person.
- \_\_\_\_\_ I understand that I will not have HMIS access until I have completed all the mandatory training and that my HMIS access may be revoked if I do not complete annual required HMIS trainings.
- \_\_\_\_\_ I will abide by all the policies and follow all the procedures adopted by the Continuum of Care to govern San Luis Obispo County HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, and Data Quality Plan. I understand that failure to do is cause to revoke my access to the San Luis Obispo County HMIS.
- \_\_\_\_\_ I understand that the only individuals who can view information in the San Luis Obispo County HMIS are other Authorized Users and the client to whom the information pertains. An Authorized User is a person who has signed an HMIS End User Agreement which has been submitted to the County of San Luis Obispo Department of Social Services, Homeless Services (DSS-HS) and is recognized by DSS-HS as a registered user of HMIS.
- \_\_\_\_\_ I understand that not all Authorized Users can view all information.
- \_\_\_\_\_ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- \_\_\_\_\_ If I am logged into the San Luis Obispo County HMIS and must leave my work area for any length of time, I must log off the San Luis Obispo County HMIS and close the Internet browser before leaving the work area.
- \_\_\_\_\_ A computer that has San Luis Obispo County HMIS open and running shall never be left unattended.
- \_\_\_\_\_ Failure to log off the San Luis Obispo County HMIS appropriately may result in a breach in client confidentiality and system security.
- \_\_\_\_\_ I will obtain a copy of such client consent as required by the policies and procedures adopted by the Continuum of Care to govern San Luis Obispo County HMIS and state and/or federal law.
- \_\_\_\_\_ I understand that I must save data at regular intervals because the system will log off at fifteen-minute intervals without automatically saving the information that I have entered.
- \_\_\_\_\_ I agree to enter data into the San Luis Obispo County HMIS in accordance with the policies and procedures adopted by the Continuum of Care to govern San Luis Obispo County HMIS and requirements of the United States Department of Housing and Urban Development, other Federal and State Partners.
- \_\_\_\_\_ I agree that I will not enter in the San Luis Obispo County HMIS discriminatory comments made by or about an employee, volunteer, or other person based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation. I understand that offensive language and profanity are not permitted in the San Luis Obispo County HMIS. This does not apply to the input of direct quotes by a client IF the agency/organization believes that it is essential to enter these comments for assessment, service, and treatment purposes.

\_\_\_\_\_ If I notice or suspect a security breach, I shall immediately notify the designated HMIS contact person in my agency/organization who is \_\_\_\_\_ and the San Luis Obispo County HMIS Administrator, who is **Jessica Lorange** ([ss\\_hmissupport@co.slo.ca.us](mailto:ss_hmissupport@co.slo.ca.us)).

\_\_\_\_\_ As an Authorized User of the San Luis Obispo County HMIS, I will treat other member agencies and their staff with respect, fairness and good faith.

\_\_\_\_\_ As an Authorized User of the San Luis Obispo County HMIS, I will treat clients and potential clients of my agency/organization and other agencies with respect, fairness and good faith in obtaining and entering their data.

\_\_\_\_\_ As an Authorized User of the San Luis Obispo County HMIS, I will maintain high standards of professional conduct.

\_\_\_\_\_ As an Authorized User of the San Luis Obispo County HMIS, I recognize that my primary responsibility is to my clients.

\_\_\_\_\_ I understand that my access to HMIS may be revoked, and I may be subject to personnel action from my employer for failure to comply with this End User Agreement.

I have read, understand and agree to comply with all of the statements above.

#### Authorized User

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Email Address Phone Number

#### Agency/Organization Executive Director or Agency HMIS Administrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

#### San Luis Obispo County HMIS System Administrator

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

#### Office Use Only

User ID Date Issued

Training Workflow Training Date



## 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

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**User Signature**

**Date**

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**Agency Administrator Signature**

**Date**

# San Luis Obispo County Continuum of Care Homeless Management Information System (HMIS) Agency Participation Agreement

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June 22, 2022

Continuum of Care:

CA-614: San Luis Obispo

HMIS Lead Agency:

Department of Social Services  
Homeless Services Division  
County of San Luis Obispo  
3433 S. Higuera St  
San Luis Obispo, CA 93401  
Telephone: (805) 781-1600

HMIS Partner Agency:

[insert contact info for Partner Agency here]

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## 1.0 Introduction and Roles

As described in the March 2010 Homeless Management Information System (HMIS) Data Standards Revised Notice, an HMIS is an electronic data collection system that stores long-term person-level information about persons who access the homeless services system in a Continuum of Care. HMIS is a valuable resource because of its capacity to integrate and unduplicate data from all homeless assistance and homeless prevention programs in a Continuum of Care. Aggregate HMIS data can be used to understand the size, characteristics and needs of the homeless population at the local, state, and national levels. The HMIS Data and Technical Standards are issued by the U.S. Department of Housing and Urban Development (HUD).

The following HUD HMIS Standards were referenced in the creation of this document:

- 2004 HMIS Data and Technical Standards Final Notice
- Guidance on HPRP Subgrantee Data Collection and Reporting for Victim Service Providers
- 2011 HMIS Requirements Proposed Rule (for informational purposes; not binding)
- 2017 HMIS Data Standards Revised Notice

The **Continuum of Care** is a group composed of representatives of organizations, including nonprofit providers of homeless services, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, veterans service providers, mental health agencies, hospitals, universities, affordable housing developers and law enforcement, that serve homeless and formerly homeless persons and that carry out the responsibilities delegated to a Continuum of Care under HUD's regulations for a particular community. The Continuum of Care is ultimately responsible for oversight and guidance of HMIS but does not manage the day-to-day usage of HMIS.

The **HMIS Lead Agency** provides day-to-day management of system participation, operations, and security. In San Luis Obispo County, the role of HMIS Lead Agency is currently filled by the Homeless Services of the Department of Social Services (3433 S. Higuera St., San Luis Obispo, CA 93401, 805-781-1600).

An **HMIS Partner Agency** is an entity that provides housing or services to people experiencing homelessness, and that enters the resulting data into HMIS and/or uses data from HMIS to inform its clinical or policy decision-making. HMIS Partner Agencies are typically non-profits, government agencies, or health care providers. Each HMIS Partner Agency must agree to uphold the San Luis Obispo County CoC HMIS Policies and Procedures (including the HMIS Policies and Procedures and Security/Privacy Plan, and Data Quality Plan) by executing this HMIS Participating Agency Agreement) with the HMIS Lead Agency. Partner agencies that do not sign the agreement will not be allowed to use HMIS.

References in this document to HMIS plans, forms, standards and governance documents are intended to represent the following versions:

Form title
Policies and Procedures and Privacy/Security Plan
HMIS Administrative Policies and Procedures
HMIS Participating Agency Agreement
Data Quality Plan
Compliance Certification Checklist
End User Agreement
HMIS Release of Information Authorization
Privacy Posted Notice
Privacy Notice

These plans, forms, standards and governance documents are hereby incorporated into this agreement by reference and are available upon request from the HMIS Lead Agency.

## 2.0 Revision History

This HMIS Participating Agency Agreement shall be reviewed and, if necessary, revised at least annually by the Continuum of Care.

Date	Author	Description
9/16/2020	County of San Luis Obispo Department of Social Services	New document referencing all HUD standards and 2011 HEARTH HMIS Proposed Rule
6/22/2022	County of San Luis Obispo Department of Social Services	Update documents to reflect best practices and community usage.

## 3.0 HMIS Partner Agency Agreements

The Agency named on p. 1 of this document desires to become an HMIS Partner Agency in the San Luis Obispo CoC. This Agency agrees to:

- Uphold the governing principles of the San Luis Obispo County HMIS as detailed in the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, the HMIS Participating Agency Agreement, and the End User Agreement.

- Fulfill all the duties designated to a Partner Agency in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, the HMIS Participating Agency Agreement, and the End User Agreement.
- Fulfill the duties designated to the Partner Agency in all applicable HUD HMIS Standards.
- Protect the confidentiality of all intellectual property and trade secrets owned by the HMIS vendor, including the design and content of any proprietary reports, software, or source code, with the same care and caution that the Partner Agency uses to protect its most confidential information.
- Ensure that all Agency End Users are trained in compliance with the standards established in the San Luis Obispo County HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, the HMIS Participating Agency Agreement, and the End User Agreement.
- Monitor all Agency End Users' compliance with all the policies established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, Data Quality Plan, and the End User Agreement, and engage in an internal progressive discipline process as appropriate if incidents of noncompliance are identified; and to report incidents of noncompliance and associated disciplinary actions to the HMIS Lead Agency.

The Agency named on p. 1 of this document understands that:

- Failure to comply with any San Luis Obispo County HMIS plans, forms, standards, and governance documents may result in remediation or sanctions up to and including revocation of HMIS access for a Partner Agency or End User. This may impact the Agency's compliance with funder requirements and eligibility for future funding. The progressive discipline policy for Partner Agency noncompliance is established in the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan and includes the right of the Agency to appeal to the CoC Board.
- HMIS is a shared data system and maintenance of accurate longitudinal information is central to the community's goal of improving service coordination and outcomes through data-driven decision making. For this reason, if the Agency elects to terminate participation in HMIS all Agency information contained in HMIS will remain in HMIS.
- Nothing in this document, or in any of the policies and/or documents adopted by the Continuum of Care to govern HMIS, is intended to preempt federal and state laws regarding collection, storage, and use of Protected Personal Information. Agencies must continue to abide by all federal and state laws, including HIPAA, wherever those laws establish stricter requirements than these policies.

- The HMIS Lead Agency may charge reasonable fees to each HMIS Partner Agency to offset the cost of purchasing HMIS licenses from the HMIS software vendor, or, with CoC Board approval, to offset the cost of the staff and facilities used to maintain HMIS. HMIS Partner Agencies will be given advance notice and a chance to provide feedback on any such fee structure. However, ultimately the HMIS Lead Agency has discretion to set, charge, and collect appropriate fees. Ongoing possession of an HMIS license after receiving notice of a fee constitutes consent to the fee. If an HMIS Partner Agency is unwilling or unable to pay a scheduled fee, it is the Partner Agency's responsibility to affirmatively surrender its license.

#### 4.0 Continuum of Care Agreements

The San Luis Obispo County Continuum of Care is responsible for ensuring that its HMIS is administered in accordance with all applicable HMIS Data and Technical Standards issued by the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care welcomes the Agency named on p. 1 of this document as a Partner Agency in the San Luis Obispo County HMIS. To support the Agency's successful partnership in HMIS, the Continuum of Care agrees to:

- Authorize access to San Luis Obispo County HMIS for the Agency named on p. 1 of this document.
- Uphold the governing principles of the San Luis Obispo County HMIS as detailed in the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill all the duties designated to the Continuum of Care in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the Continuum of Care in all applicable HUD HMIS Standards.

## 5.0 HMIS Lead Agency Agreements

The Continuum of Care has designated the County of San Luis Obispo as the HMIS Lead Agency for the San Luis Obispo County HMIS. The HMIS Lead Agency agrees to:

- Provide access to San Luis Obispo County HMIS for the Agency named on p. 1 of this document.
- Uphold the governing principles of the San Luis Obispo County HMIS as detailed in the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill all the duties designated to the HMIS Lead Agency in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the Lead Agency in all applicable HUD HMIS Standards.

## 6.0 Limitation of Liability and Indemnification

The HMIS Lead Agency will make reasonable efforts to promote the security, reliability, and functionality of HMIS for all licensed users. Nevertheless, to the maximum extent permitted by California law, the HMIS Lead Agency, the Continuum of Care, the Collaborative Applicant, and their respective officers, directors, contractors, and staff expressly disclaim any responsibility for any damages caused by or related to server downtime, data errors, data breaches, invasions of privacy, libel, or similar torts. All HMIS-related services are offered as-is, with no warranties, and Partner Agency's use of HMIS is entirely at its own risk.

Moreover, if the HMIS Partner Agency or its staff, contractors, or volunteers negligently cause, allow, facilitate, or permit a breach of private data and/or an unauthorized invasion of privacy, then the HMIS Partner must indemnify the HMIS Lead Agency, the Continuum of Care, the Collaborative Applicant, and their respective officers, directors, contractors, and staff for all associated damages, including reasonable attorney's fees and/or the cost of notifying affected parties of an actual or potential breach, and, where appropriate, providing such parties with resources for identity theft-prevention and/or credit repair.



## 7.0 Terms of Agreements

- This agreement will become effective upon signature by all parties and shall remain in effect until terminated.
- Each party shall have the right to terminate this agreement upon 45 days prior written notice to the other parties. Some obligations will continue to bind the parties even after the agreement is terminated. The obligations that continue after the agreement is terminated include:
  - The obligation to make reasonable efforts to maintain the privacy of client data.
  - The obligation to permit reasonable use of data that has already been entered into HMIS.
  - For HMIS Partner Agencies, the obligation to track and report the exits of all clients who were entered into HMIS by that HMIS Partner Agency before the contract was terminated, including, at a minimum, the name, date of exit, destination, income status, and benefits status of each exiting client.
  - All provisions of Section 6.0, “Limitation of Liability and Indemnification.”
  - All provisions related to the protection of the HMIS vendor’s intellectual property.
- The process governing amendments, including additions, deletions, or modifications to this agreement, is established by the San Luis Obispo County HMIS Policies and Procedures.

## 8.0 Appointing an Agency HMIS Administrator

Each HMIS Partner Agency is obligated to appoint at least one HMIS Administrator. An Agency with more than 10 HMIS licenses should also appoint one Deputy HMIS Administrator for every 10 licenses (rounding down). The HMIS Administrator must sign this agreement. The duties of a HMIS Administrator are listed below:

- Overseeing agency compliance with the HMIS Participating Agency Agreement and all applicable plans, forms, standards, and governance documents.
- Ensuring all agency End Users complete the HMIS End User Agreement and maintaining necessary HMIS forms and documentation.
- Serving as the primary contact for all communication regarding the HMIS at this agency and forwarding information to all agency End Users as appropriate.
- Ensuring all agency End Users complete mandatory training and forwarding documentation of training to the HMIS Lead Agency.
- Providing first-level End User support, including technical support, for all End Users within a Partner Agency.
- Ensuring thorough and accurate data collection by agency End Users as specified by HMIS forms and standards.

- Completing agency-level HUD, State and other Federal reporting and/or supporting agency programs with reporting needs.
- Conducting appropriate audits of security, privacy, and data quality practices within the Partner Agency and assisting with corrective action as necessary.
- Safeguarding client privacy by ensuring End User and agency compliance with confidentiality and security policies.
- Continually monitoring and maintaining security of all staff workstations used for HMIS data entry.
- Preventing degradation of the HMIS resulting from viruses, intrusion, or other factors within the agency's control.
- Preventing inadvertent release of confidential client-specific information through physical, electronic, or visual access to the workstation.
- Tracking the authorized users of HMIS within a Partner Agency.
- Tracking the computers and mobile devices that have been authorized by a Partner Agency to access HMIS.
- Ensuring the agency provides and maintains adequate internet connectivity.
- Detecting and responding to violations of any applicable HMIS plans, forms, standards, and governance documents.
- Reporting violations of any applicable HMIS plans, forms, standards, and governance documents, as well as associated disciplinary actions, to the HMIS Lead Agency.

## Signatures

By signing, I am agreeing to fulfill all the responsibilities listed above for my role. Additional signature pages that are attached or included with this document are valid and binding.

Executive Director or CEO			
Name		Date	Signature
HMIS Administrator(s)			
Name	Title	Date	Signature

Department of Social Services Director			
Name	Title	Date	Signature

HMIS Lead			
Name	Title	Date	Signature

Return a signed copy of this form to:

HMIS Helpdesk

[ss\\_hmissupport@co.slo.ca.us](mailto:ss_hmissupport@co.slo.ca.us)

Telephone: (805) 781-1897

Draft

*San Luis Obispo County HMIS Participating Agency Agreement updated 6/22/22 - 11 of 11*

## **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: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

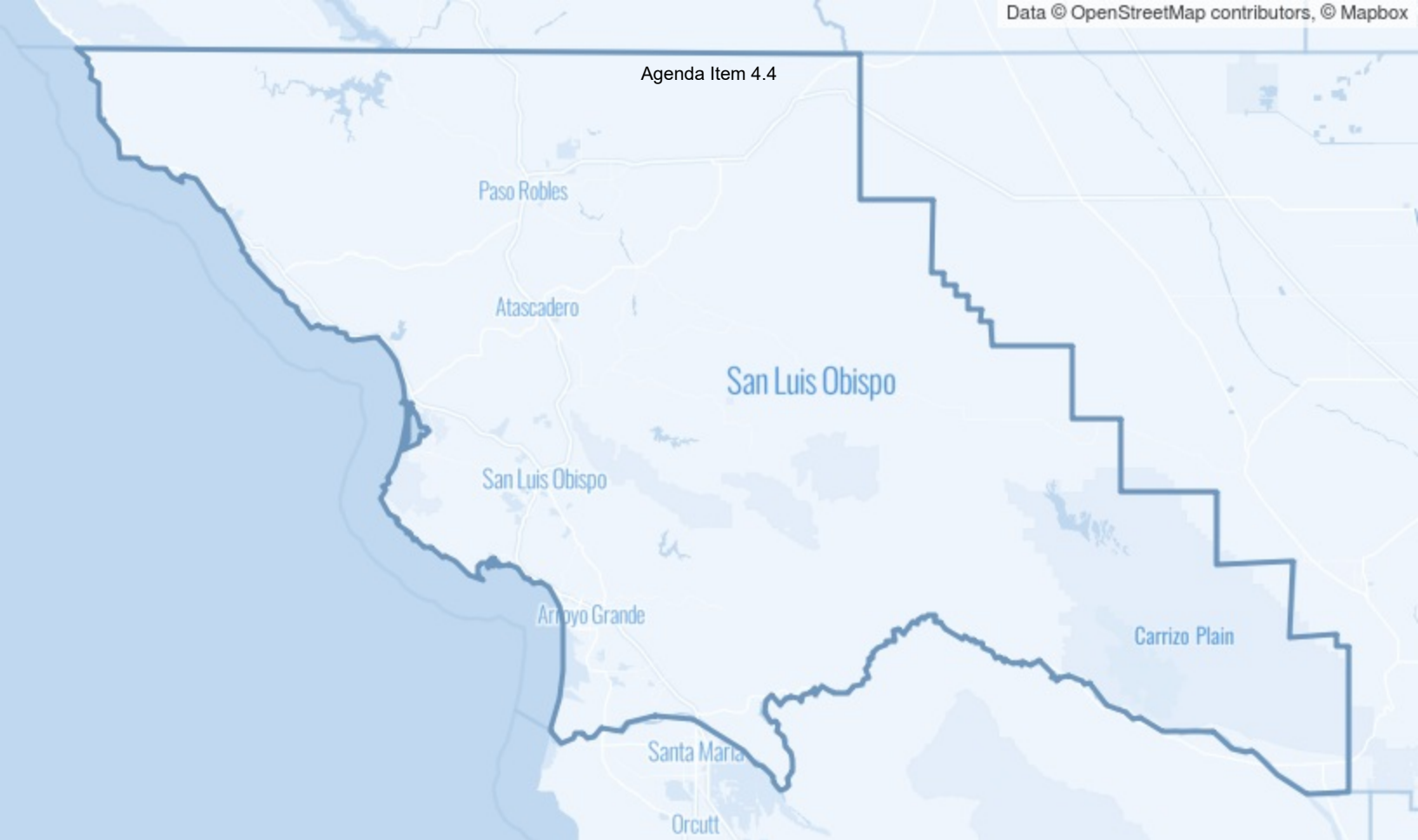
RITA L. NEAL  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Dated: \_\_\_\_\_





# SAN LUIS OBISPO COUNTY 2022 Affordable Housing Needs Report



**California  
Housing  
Partnership**

*California's Experts on Affordable  
Housing Finance, Advocacy & Policy*

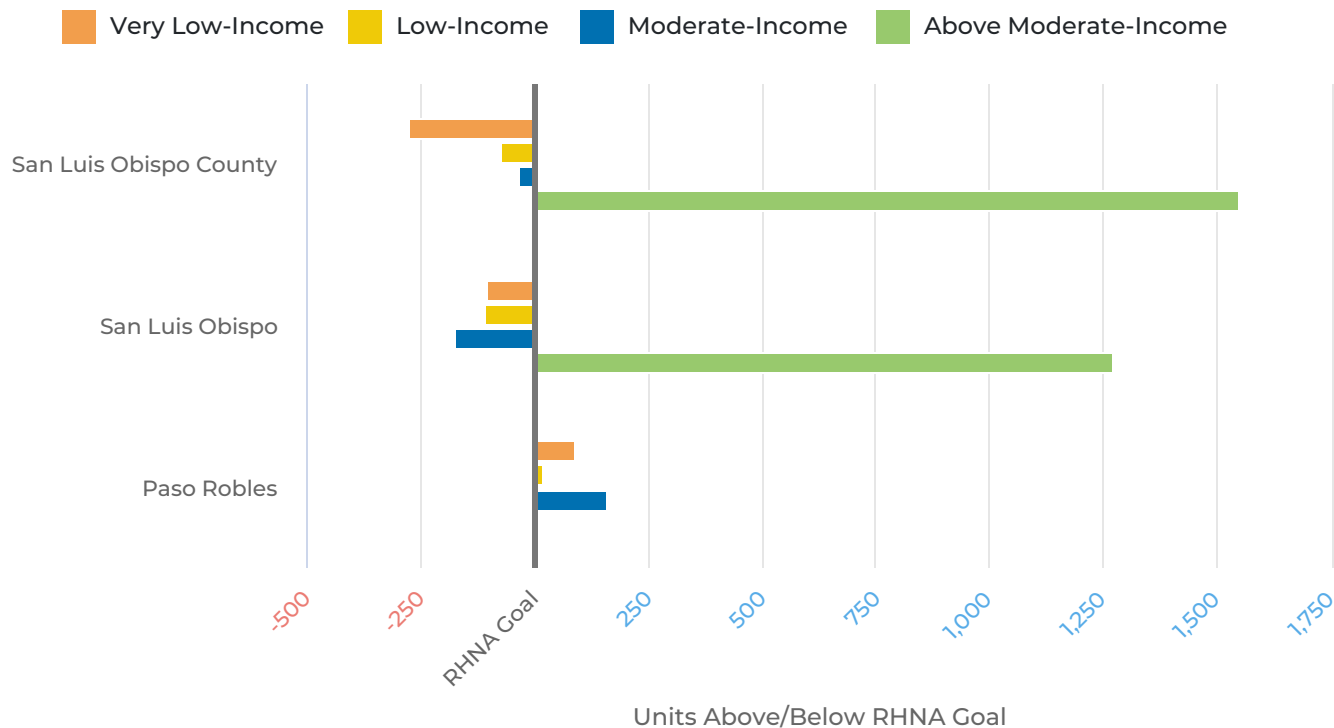
## KEY FINDINGS

- Renters in San Luis Obispo County need to earn \$36.31 per hour - **2.4 times** the state minimum wage - to afford the average monthly asking rent of \$1,888.
- Asking rents in San Luis Obispo County **increased by 8.2%** between Q4 2020 and Q4 2021.
- Low-Income Housing Tax Credit production and preservation in San Luis Obispo County **increased by 65%** between 2020 and 2021.
- State and federal funding for housing production and preservation in San Luis Obispo County is \$81 million, a **91% increase** from the year prior.
- With the addition of Homekey, the interim and permanent housing supply available in San Luis Obispo County in 2021 for persons experiencing homelessness was **766 beds**.

## PROGRESS TOWARDS RHNA

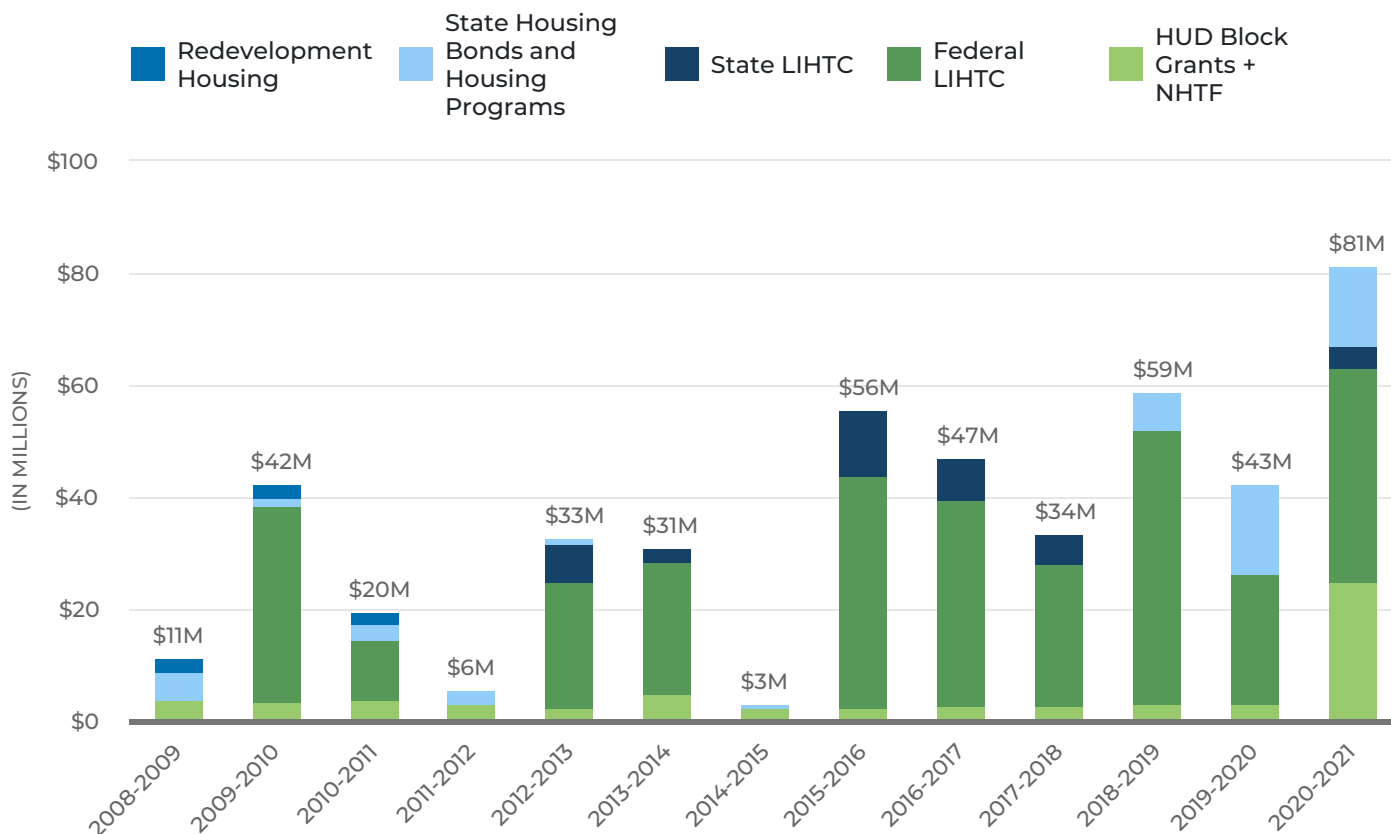
Agenda Item 4.4

Progress of San Luis Obispo County jurisdictions towards 5th cycle Regional Housing Needs Allocation production goals for all income groups (2020 APR data).



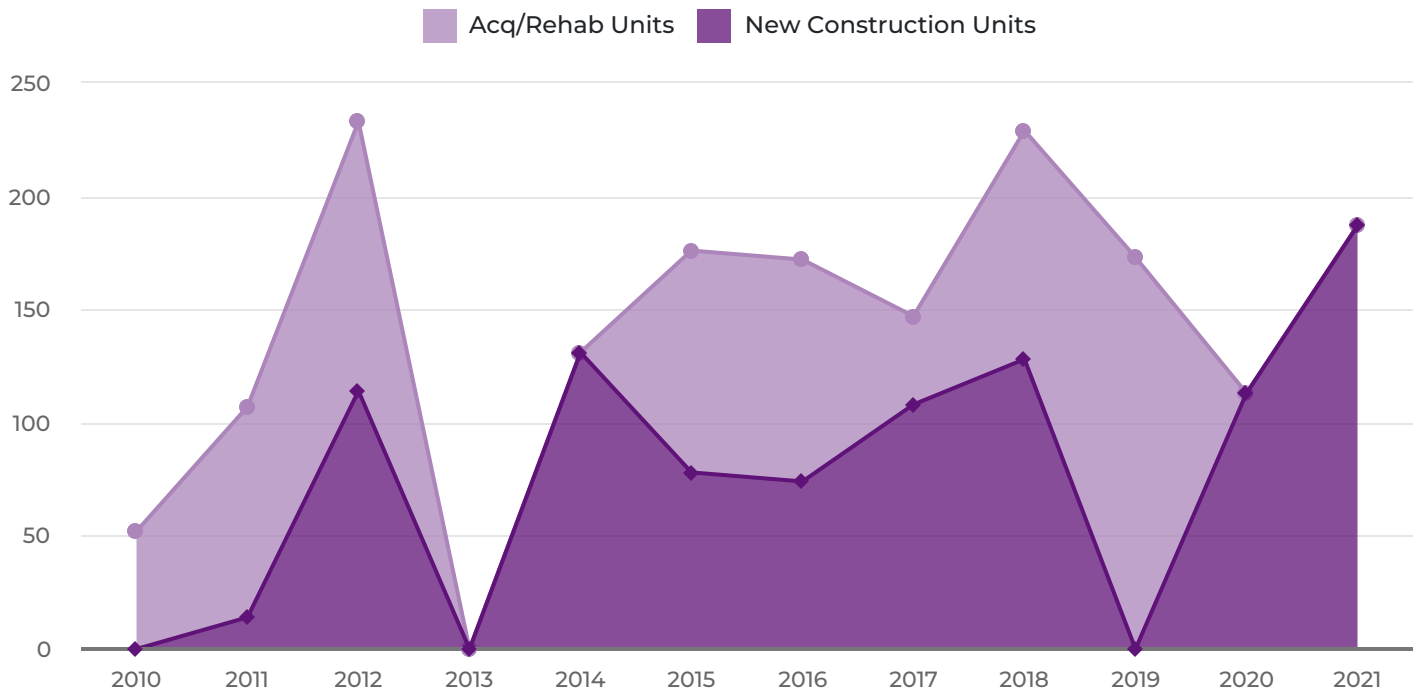
## STATE & FEDERAL FUNDING

State and federal funding for housing production and preservation in San Luis Obispo County is \$81 million, a **91% increase** from the year prior.



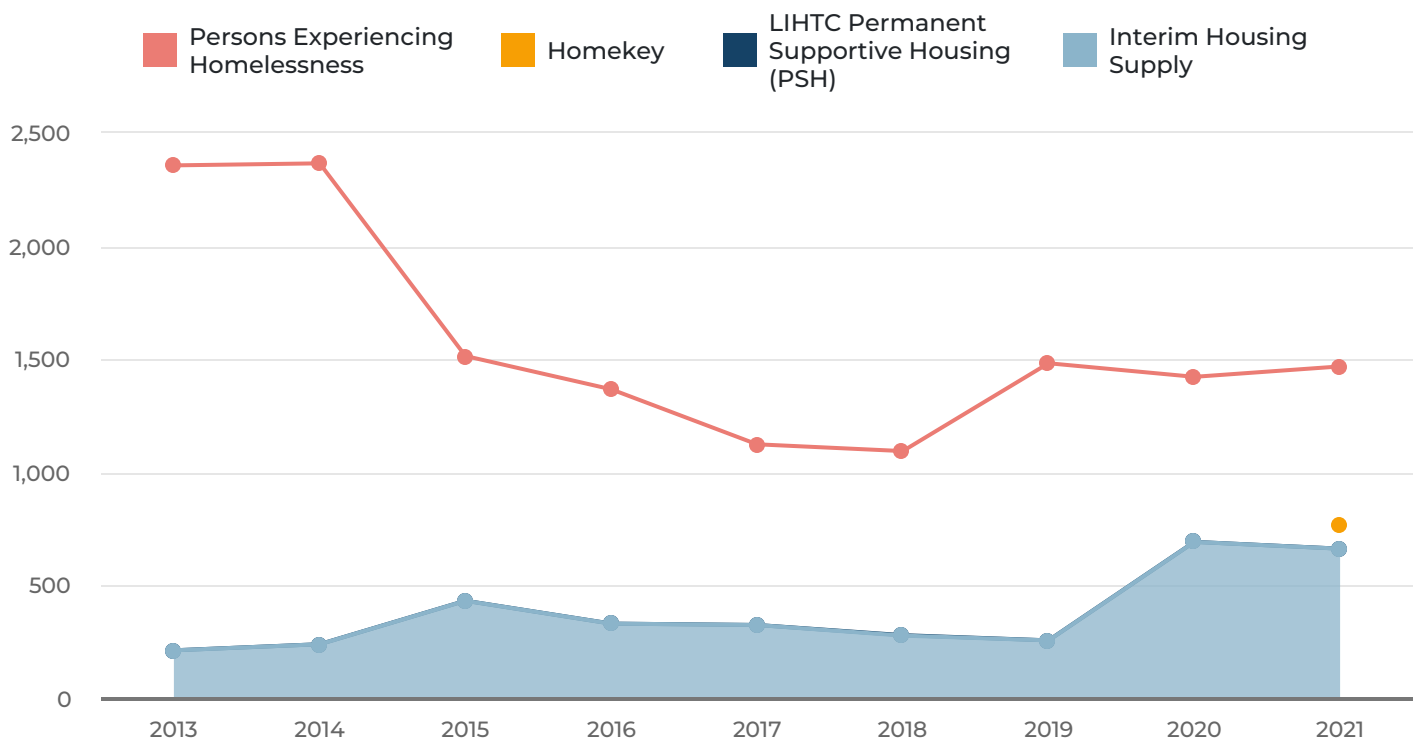
## LIHTC PRODUCTION AND PRESERVATION

Low-Income Housing Tax Credit production and preservation in San Luis Obispo County **increased by 65%** between 2020 and 2021.



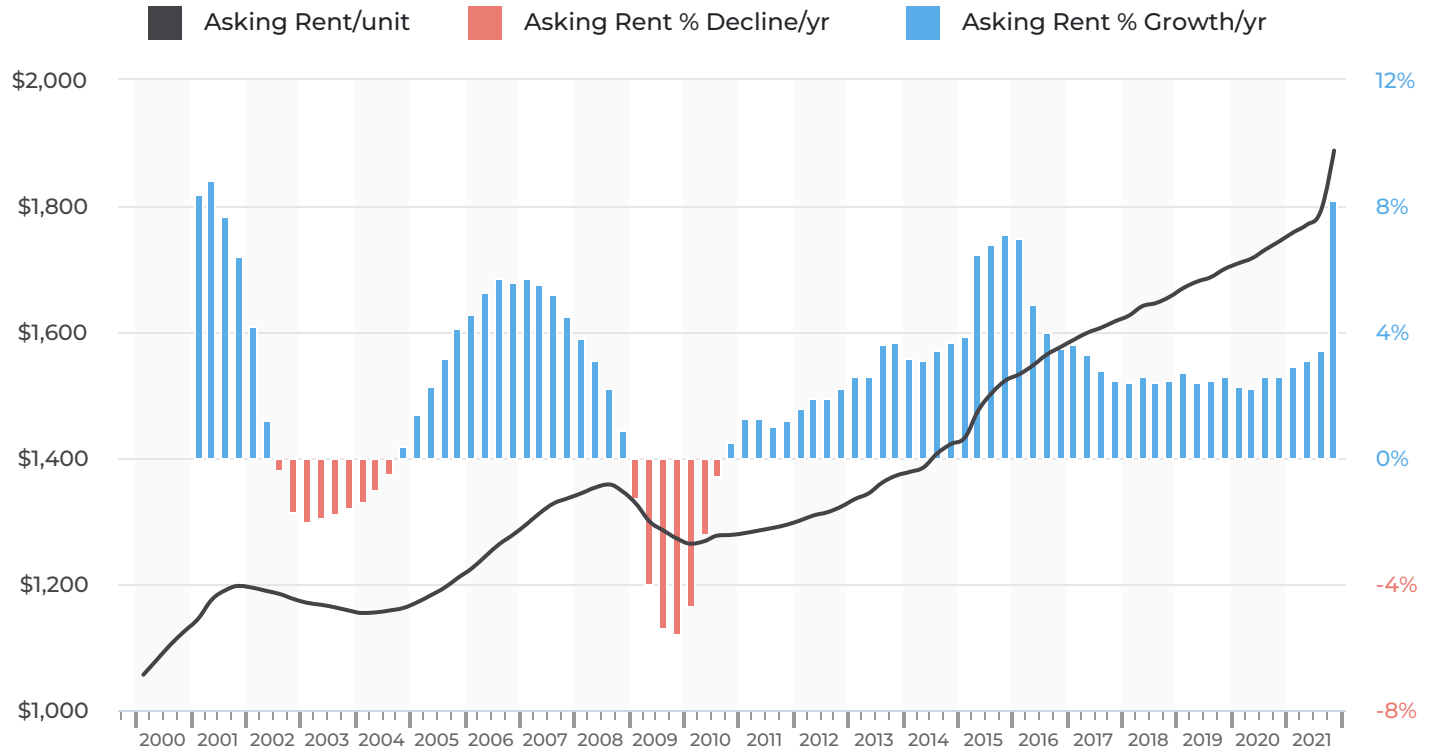
## HOUSING FOR PERSONS EXPERIENCING HOMELESSNESS

With the addition of Homekey, the interim and permanent housing supply available in San Luis Obispo County in 2021 for persons experiencing homelessness was **766 beds**.



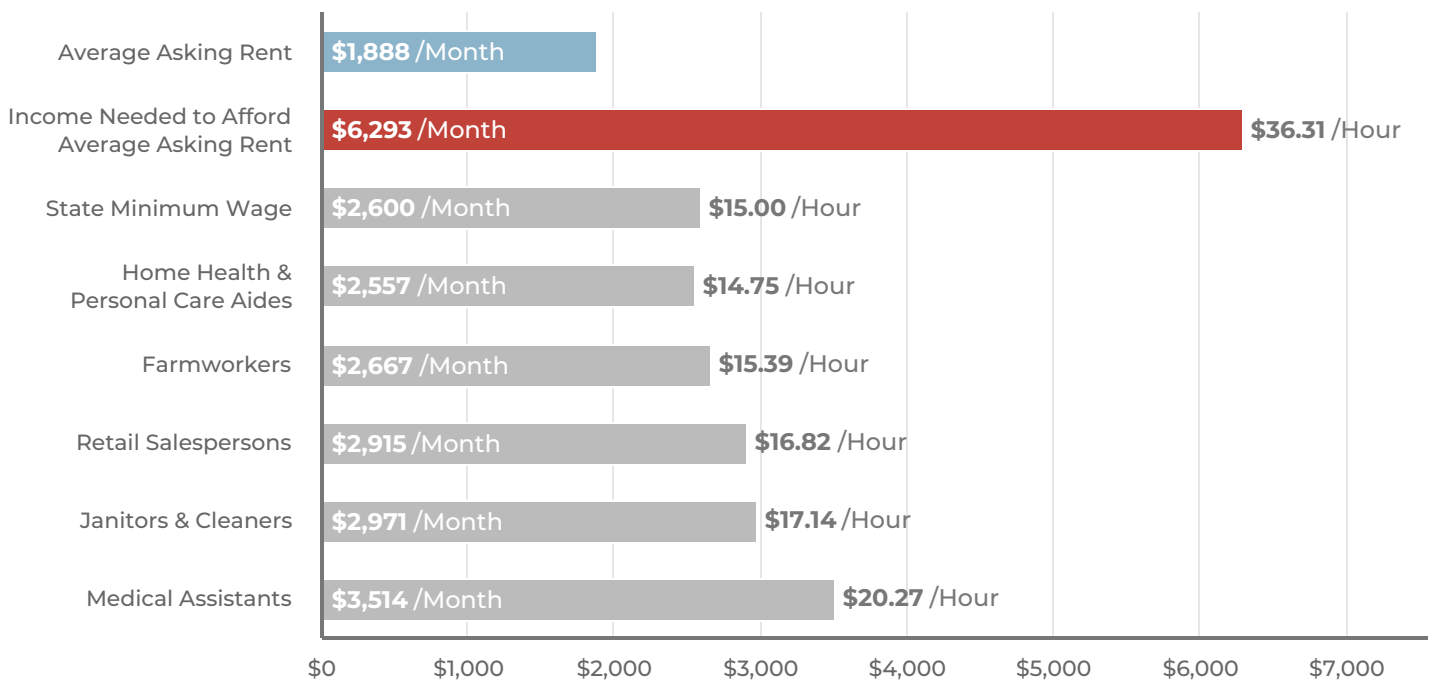
## ASKING RENT TRENDS

Asking rents in San Luis Obispo County **increased by 8.2%** between Q4 2020 and Q4 2021.



## WHO CAN AFFORD TO RENT

Renters need to earn **2.4 times** minimum wage to afford the average asking rent in San Luis Obispo County.



1. INVEST IN OUR VALUES
2. PROMOTE FAIRNESS
3. PROTECT PEOPLE
4. REIMAGINE GROWTH
5. CREATE EFFICIENCY & ACCOUNTABILITY



## Roadmap Home 2030

Learn more: [roadmaphome2030.org](https://roadmaphome2030.org)

### DATA SOURCES & NOTES

#### PROGRESS TOWARDS RHNA

California Department of Housing and Community Development (HCD) 5th Cycle Annual Progress Report Permit Summary, July 2021.

#### FUNDING FOR HOUSING

California Housing Partnership analysis of HCD Program Awards and Annual Reports, U.S. Department of Housing and Urban Development (HUD) CPD Appropriations Budget Reports, California Housing Finance Agency (CalHFA) Mixed Income Program, California Business, Consumer Services and Housing Agency (BCHS) Program Reports, California Strategic Growth Council (SGC) Affordable Housing Sustainable Communities Program, and federal and state Low-Income Housing Tax Credits (LIHTC).

#### LIHTC PRODUCTION AND PRESERVATION

California Housing Partnership's Preservation Database, February 2022. Please note that this data does not include manager units or market rate units created through the LIHTC program.

#### HOUSING FOR PERSONS EXPERIENCING HOMELESSNESS

HUD Point-in-Time (PIT) Housing Inventory Count (HIC) reports, 2013–2021. California Housing Partnership's Preservation Database, February 2022.

#### ASKING RENT TRENDS

CoStar Group average asking rent for two-bedroom apartments (accessed January 2022).

**Data is only one part of the story.** To find out more about proposed solutions, contact us ([chpc.net/contact](https://chpc.net/contact)) or reach out to our local/regional partners ([chpc.net/advocacy-partners](https://chpc.net/advocacy-partners)).

This report was produced by the California Housing Partnership | [chpc.net](https://chpc.net)

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ALL CALIFORNIA COUNTIES: [chpc.net/publications/housing-need-reports](https://chpc.net/publications/housing-need-reports)



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