



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

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

**HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)**

**Finance and Data Committee Agenda**

July 7<sup>th</sup>, 2021, 2 p.m.

Participate by Zoom video call:

<https://us06web.zoom.us/j/82852800105?pwd=TDZybXprOU5kR3gyOS9DRm1Uak1QUT09>

Or dial in:

+1 253 215 8782

Meeting ID: 828 5280 0105

Passcode: 128128

1. Call to Order and Introductions
2. Public Comment
3. Consent: Approval of Minutes
4. Action/Information/Discussion
  - 4.1 Action Item: Approve HMIS Policies and Procedures
  - 4.2 Action Item: Approve 2022 Point in Time Scope of Work
5. Future Discussion/Report Items
6. Next Meeting Date: July 28, 2021
7. Adjournment

**HOMELESS SERVICES OVERSIGHT COUNCIL  
HSOC FINANCE AND DATA COMMITTEE MEETING  
May 26 2021, 9am-10:30am**

<b>MEMBERS PRESENT</b>		<b>MEMBERS ABSENT</b>	<b>STAFF &amp; GUESTS</b>
Andrea Montes Alvarado Elaine Mansoor Janna Nichols Jessica Thomas Riley Smith Shay Stewart Sstoz Tes		Bill Crewe Jeff Al-Mashat	Carrie Collins George Solis Jan Maitzen Jessica Lorange Leon Shordon Russ Francis
<b>AGENDA ITEM</b>			<b>CONCLUSIONS/ACTIONS</b>
1. Call to Order and Introductions	Janna called the meeting to order at 9am.		
2. Public Comment	None.		
3. Consent: Approval of Minutes			Shay made a motion to approve the minutes, seconded by Jessica Thomas. The motion passed with all in favor and none opposed. Shay abstained as he was not present for the previous meeting.
4. Action/Information/Discussion			
4.1 Action Item: Vote to Use 1) A Census Methodology for the 2022 Homeless Point in Time Count of Sheltered Persons; 2) An	George provided some background on the PIT (Point in Time) Count. HUD (US Department of Housing & Urban Development) requires CoCs (Continuums of Care) to conduct a full sheltered and unsheltered count of homeless persons every two years. SLO County CoC's last full count took place in 2019. The CoC received an exception from HUD to		Shay made a motion to use a census methodology for the 2022 homeless Point in Time Count of sheltered Persons, to use an

<p>Observational Count Combined with a Sampling Methodology for Obtaining Demographic and Survey Information for Unsheltered Persons Experiencing Homelessness; and</p> <p>3) A Contractor to Plan and Carry Out the Count in Accordance with this Methodology</p>	<p>carrying out an unsheltered count in 2021 due to the pandemic. Indications now are that an unsheltered count will be required in 2022. George clarified that the CoC will now most likely be carrying out its full PIT counts on even years. The action under consideration would involve the same methodology as previous years. The CoC would need to release a new RFP (Request for Proposals). The consulting fee may increase, as it has in previous years. In 2021, the fee was \$76,700. Most of this cost (around \$65k) is funded through the County's General Fund Support, with the remainder funded through HUD's annual CoC Planning grant.</p> <p>This item will now go to the full HSOC Special meeting in June for approval.</p>	<p>observational count combined with a sampling methodology for obtaining demographic and survey information for unsheltered persons experiencing homelessness, to use a contractor to plan and carry out the Count in accordance with this methodology, seconded by Elaine. The motion passed with all in favor, none opposed and no abstentions.</p>
<p>4.2 Discussion Item: ESG-CV (Emergency Solutions Grant – Coronavirus) CAPER (Consolidated Annual Performance Evaluation Report) Data</p>	<p>George reported that the ESG-CV (Emergency Solutions Grant – Coronavirus) program requires recipients to submit CAPERs (Consolidated Annual Performance Evaluation Reports) on a quarterly basis, as well as cumulative reports going back to the beginning of the grant period. The two CAPERs included in the agenda packet are cumulative reports until March 31<sup>st</sup> 2021. The first, for Emergency Shelter projects, show that 239 people and 180 households were served through this work. 157 clients entered these projects from homeless situations, and 81 exited to permanent housing destinations (this represents a 38% positive exit rate, which is higher than average for Emergency Shelter projects). The second CAPER is for Rapid Rehousing projects, and shows 7 people and 6 households were served through this work.</p>	
<p>4.3 Discussion Item: HMIS (Homeless Management Information System) Lead/ System</p>	<p>George reported that HUD conducts monthly system administrator calls for all CoCs. In the last meeting, HUD shared that the next NHSDC (National Human Services Data Consortium) conference will be taking place in Atlanta in the fall. Andrea and Jessica Lorange reported that</p>	

<p>Administrator Monthly Meeting – May Updates</p>	<p>the last NHSDC Conference was extremely useful, especially for hearing from other organizations and to receive updates on future plans for HMIS (Homeless Management Information System).</p> <p>George reported on the Emergency Housing Vouchers program, which was discussed in the call. This program will not be required to enter data into HMIS, as the Housing Authority has two other platforms they enter data into. However, HUD does want to see referrals to the program being tracked through Coordinated Entry. Coordinated Entry data will be transferred into HMIS in future. An update on HMIS data standards will be released at the beginning of October. County staff will schedule an annual HMIS training before this.</p>	
<p>4.4 Discussion Item: San Luis Obispo County Continuum of Care HMIS Website – Preview</p>	<p>Jessica Lorance shared a preview of a new SLO County CoC HMIS website, the goal of which is to support community education and provide resources for HMIS participating agencies, staff and users. The website features information about HMIS, how it works, why it is used, provides links to reports and relevant forms and documents, and allows for submitting support tickets. The website includes a calendar of meetings and training sessions, and will also include videos of previous training sessions. HMIS participating agencies have provided feedback, and the goal is for the website to launch in June. Jessica clarified that the website will not replace other forms of communication between the County and agencies, such as reminder emails.</p>	
<p>4.5 Discussion Item: Adding Coordinated Entry Agencies into HMIS</p>	<p>George reported that the County has been working with HUD TA (Technical Assistance) to upload Coordinated Entry data into HMIS. This issue came about from the Emergency Housing Vouchers program and the requirement that referrals go through Coordinated Entry. George clarified that Coordinated Entry will be a separate section within HMIS, not added to an existing section. George has met with CAPSLO (Community Action Partnership of San Luis Obispo), the Coordinated Entry lead agency, to ensure all required data is being collected in anticipation of the updated data points. Next, George will</p>	

	<p>set up a meeting with Coordinated Entry partner agencies to begin working through the process.</p> <p>Elaine suggested looking into alternatives to emailing protected CSV (Comma Separated Values) files as a method of entering data, even if this is a higher cost.</p>	
5. Future Discussion/Report Items	<ul style="list-style-type: none"> <li>Janna requested that data from the State's HDIS (Homeless Data Integration System), showing where homeless clients come from when they engage in services in the county (i.e. from within the county or outside), be brought to the full HSOC meeting in July.</li> </ul>	
6. Next Meeting Date: June 23, 2021		
7. Adjournment	Janna adjourned the meeting at 10am.	

**HOMELESS SERVICES OVERSIGHT COUNCIL  
HSOC FINANCE AND DATA COMMITTEE MEETING  
June 30 2021, 9am-10:30am**

<b>MEMBERS PRESENT</b>		<b>MEMBERS ABSENT</b>	<b>STAFF &amp; GUESTS</b>
Janna Nichols Riley Smith Shay Stewart Sstoz Tes		Andrea Montesalvarado Bill Crewe Elaine Mansoor Jeff Al-Mashat Jessica Thomas	Carolyn Berg Carrie Collins George Solis Jessica Lorange Leon Shordon Rafael Viana Russ Francis
<b>AGENDA ITEM</b>			<b>CONCLUSIONS/ACTIONS</b>
1. Call to Order and Introductions	Rafael introduced himself as the new representative of the Salvation Army, replacing Elaine Mansoor.		
2. Public Comment	Sstoz reported that he has encountered problems using the new HMIS (Homeless Management Information System) website, specifically that the website keeps freezing his computer.		
3. Consent: Approval of Minutes	There was no quorum, so minutes could not be approved.		
4. Action/Information/Discussion			
4.1 Action Item: Approve HMIS Policies and Procedures	There was no quorum, so no action could be taken on this item.  Andrea had sent through questions which will be addressed in the next meeting.		
4.2 Action Item: Approve 2022 Point in Time Scope of Work	There was no quorum, so no action could be taken on this item.		
4.3 Discussion Item: Q3 ESG-CV	George reminded the Committee that the State requires quarterly CAPERs (Consolidated Annual Performance Evaluation Reports) for the		

CAPER Report	ESG-CV (Emergency Solutions Grant – Coronavirus) program. All ESG-CV recipients have been notified by email. Data quality so far seems to be of a good standard.	
4.4 Discussion Item: HMIS Systems Administrators Meeting June Updates	Jessica reported that all HMIS webinar recordings will be moved to the HUD (US Department of Housing & Urban Development) Exchange website from July 1 <sup>st</sup> . Normal support services have returned to Sage. SNAPS (Special Needs Assistance Programs) is organizing new training on race, ethnicity and gender identity data collection. CoC (Continuum of Care) user training guides and courses will soon be available on data analytics and using STELLA. The next HMIS Systems Administrators call will be on July 1 <sup>st</sup> . There will be no meeting in August.	
5. Future Discussion/Report Items		
6. Next Meeting Date: July 28, 2021	As there was not a quorum for this meeting, the Committee agreed to meet again at 2pm on July 7 <sup>th</sup> so that the HMIS Policies and Procedures could be approved in time to go to the full HSOC on July 21 <sup>st</sup> .	
7. Adjournment		

San Luis Obispo County Continuum of Care  
Homeless Management Information System

# **Policies and Procedures**

Originally approved: 1/1/2010

County Of San Luis Obispo  
3433 S. Higuera St  
San Luis Obispo, CA 93401  
(805) 781-1600

Version 2 November 27, 2012  
Version 3 January 6, 2014  
Version 4 October 27, 2016  
Version 5 Summer 2021



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## **Contact Information**

### **San Luis Obispo Continuum of Care CA-614**

#### **Collaborative Applicant**

County of San Luis Obispo  
3433 S. Higuera St  
San Luis Obispo, CA 93401

#### **HMIS Lead Agency**

County of San Luis Obispo  
Department of Social Services  
3433 S. Higuera St  
San Luis Obispo, CA 93401

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

### **HMIS Vendor**

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

## **Governing Regulations and Standards**

A Homeless Management Information System (HMIS) is the information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.

The HMIS Program is administered by the U.S. Department of Housing and Urban Development (HUD) through the Office of Special Needs Assistance Programs (SNAPS) as its comprehensive data response to the congressional mandate to report annually on national homelessness. It is used by all projects that target services to persons experiencing homelessness within SNAPS and the Office of HIV/AIDS Housing. It is also used by other Federal Partners from the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Veterans Affairs and their respective programs to measure project performance and participate in benchmarking of the national effort to end homelessness.

The HMIS Data Standards were first published by HUD in 2004. The original standards served as the foundation for software developers in constructing HMIS applications. HUD, in

collaboration with its Federal Partners, has continued to update the HMIS Data Standards regularly thereafter. Each updated document supersedes the previously released HMIS Data Standards. The most recent HMIS Data Standards can be found on the [HUD Exchange HMIS Data Standards Page](#).

## 1. OVERVIEW

This document provides the framework for the ongoing operations of the San Luis Obispo County CoC Homeless Management Information System hereafter referred to as “HMIS” and “SLO County-HMIS.” HUD requires all grantees and subrecipients receiving Emergency Solutions Grant (ESG) and Continuum of Care (CoC) funds to participate in HMIS, with the exception of domestic violence shelters (DV providers). Comparable databases are required for use by providers of services for victims of domestic violence, as described in the [Violence Against Women Act \(VAWA\)](#). It is the San Luis Obispo County CoC HMIS Lead’s responsibility to ensure the compliance of comparable databases. Other federal and state partners also require HMIS participation for grantees and subrecipients.

While HMIS is not a requirement of all funding sources, SLO County CoC works closely with all agencies regardless of funding source, to articulate the benefits of HMIS and to strongly encourage their participation in order to achieve a comprehensive and accurate understanding of the county’s homelessness response system.

The HMIS and its operating policies and procedures are structured to comply with the most recently released [HMIS Data Standards](#). Recognizing that other Federal, State and local laws may further regulate agencies, the San Luis Obispo County CoC may negotiate its procedures and/or execute appropriate business agreements with Partner Agencies so they are in compliance with applicable laws.

### Roles and Responsibilities

The Homeless Services Oversight Council (HSOC) is the CoC Governing Board for the San Luis Obispo County CoC. The HSOC was created by the San Luis Obispo County Board of Supervisors in 2009 to guide and oversee the implementation of the County’s 10-Year Plan to End Homelessness. The HSOC provides oversight for the management and operation of the San Luis Obispo County CoC HMIS.

In 2014, the HSOC designated the County of San Luis Obispo as the HMIS Lead as required by 24 CFR 578.7.

The HSOC Finance and Data Committee is responsible for governance of data collection and reporting, including the bi-annual Point in Time Count and HMIS.

Bell Data Systems, Inc., is the contracted HMIS vendor for the San Luis Obispo County CoC.

### **Governing Principles**

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

### **Operating Procedures**

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

### **Obligations and Agreements**

It is the obligation of each agency to read, understand, and adhere to the policies, procedures, and conditions set forth in this document. All participants in the HMIS agree to follow the policies and procedures set forth by HUD in the current [HMIS Data Standards](#).

## **2. Purpose**

### **Long-term Mission**

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

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

### **Fundamental Goal**

The fundamental goal is to document the demographics of homelessness in San Luis Obispo County according to HUD's Strategy for Homeless Data Collection, Analysis and Reporting. Data that is gathered via intake interviews and program participation will be used to complete HUD Annual Reports. Data required by HUD may also be analyzed to provide unduplicated counts and anonymous aggregate data to policy makers, service providers, advocates, and the general public.

### **Potential Benefits**

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

Potential benefits for agencies and program managers include a more complete understanding of clients' needs and outcomes through aggregated data, which will also be used to advocate for additional resources, complete grant applications, conduct evaluations of program services, and report to funding agencies such as HUD.

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

### **3. GOVERNING PRINCIPLES**

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

Participants are expected to read, understand, and adhere to the spirit of these principles.

#### **Confidentiality**

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

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

#### **Data Integrity**

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

#### **System Availability**

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

#### **Compliance**

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

## **4. ROLES and RESPONSIBILITIES**

### **Homeless Services Oversight Council**

- Provide oversight to the HMIS Lead
- Approval of HMIS policy forms and documentation
- Ensure Agency participation and feedback
- Secure and award HMIS Funding
- Release of aggregate data
- Resolution of breaches in security cases
- Compliance with HMIS Policies & Procedures

### **HMIS Lead**

- Liaison to HUD for HMIS issues
- Negotiate software vendor contracts
- Evaluate potential Partner Agencies for HMIS Participation
- Ensure Compliance with HMIS Policies & Procedures
- Authorized agent for Agency Participation Agreements
- Creation of Project forms and documents
- Maintain up to date information on the HMIS website
- Monitoring end user licenses
- Point of contact with software vendor
- User administration
- Add & Remove user rights
- Manage concurrent licenses
- Develop training curriculum
- Ensure documentation of training
- Provide confidentiality training
- Provide initial software training for Agency Administrators and end users
- Provide end user support
- Review security of Participating Agencies via site visits
- Monitor data quality and timeliness
- Assure vendor adherence to HMIS Data and technical Standards
- Application Customization
- Aggregate data reporting and extraction per agency needs
- Assist Partner Agencies with agency-specific data collection and reporting needs
- Manage User licenses

## **HMIS Partner Agency**

### **Agency Administrator**

- Serve as Authorizing Agent for Partner Agency
- Designate Partner Agency HMIS users
- Designate Partner Agency Technical support
- Monitor Agency compliance with Policies & Procedures
- Hold executed Client Informed Consent forms
- Serve as Authorizing Agent for user ID requests
- Ensure compliance with HMIS Policies & Procedures
- Ensure data quality and timeliness
- Ensure data is corrected on monthly data quality reports or per request of HMIS Lead
- Attend HSOC Finance and Data Committee meetings
- Monitor security of staff workstations
- Maintain their agency's internet connectivity
- Ensure virus protection and spyware detecting software is installed on all computers that access HMIS and ensure a virus scan is run at least once a week
- Run data integrity reports, run down discrepancies and make corrections

### **Partner Agency User**

- Attend and participate in HMIS training provided by the County of San Luis Obispo
- Safeguard client privacy through compliance with confidentiality policies
- Collect data as specified in end user training and as directed in compliance with the HMIS Policies and Procedures
- Enter data within 3 business days of program entry or exit
- Adhere to the HMIS Policies & Procedures

## **5. OPERATING PROCEDURES**

### **HMIS Participation**

Any agency may participate in HMIS if they have an executed [HMIS Participating Agency Agreement](#) with the HMIS Lead and filled out the User Access Request form required for each licensed user. Each participating agency is responsible for their clients' data. Any agency that is a provider of homeless services to clients in and around San Luis Obispo county is eligible and encouraged to participate in contributing data to HMIS. The HMIS Lead will determine if there are available user licenses available within the HMIS grant. The HMIS Lead reserves the right to provide up to two (2) HMIS user

licenses per agency, based on the size of the client population, at no cost to the agency. An Agency may purchase additional user licenses.

Agencies participating in the San Luis Obispo County CoC HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions set forth in this document and the [HMIS Participating Agency Agreement](#).

## **Minimum Participation Standards**

HMIS partner agencies and users must collect all of the universal data elements, as defined by HUD, for all clients receiving services in programs participating in the San Luis Obispo County HMIS. Additionally, all participating agencies are responsible for ensuring that Common Program Specific Data Elements, as defined by the [HMIS Data Standards](#), are collected from all clients that are served by applicable HUD funded programs. Other optional data elements may also be required for certain programs, as decided by the Homeless Services Oversight Council (HSOC) in partnership with the Coordinated Entry Case Managers.

## **Connectivity and Computer Requirements**

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

## **Site Security**

### **Assessment**

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

### **Annual Security Audit**

Depending on available resources at the County level, an annual security audit will be held to confirm security at participating HMIS Partner Agencies.

### **Workstation**

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

- Anti-spyware software and virus protection properly installed



- A full-system scan has been performed within the last week
- Each workstation has and uses a hardware or software firewall
- Screens that “go to sleep” after 5 minutes of inactivity and require a password to re-activate
- Screens positioned so that data is not visible to others
- Does not have usernames and/or passwords posted in visible locations

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

## **Training**

All users accessing HMIS must first complete the San Luis Obispo CoC HMIS training. Users must read, understand, and sign the [Partner Agency End User Agreement](#). All users will be held accountable to that agreement. Training for privacy and security measures will occur annually, and all participating agencies and users must attend the training. Additionally, users must pass a test to access the live site. Users must comply with the most recent [HMIS Data Standards](#).

## **Scheduling**

The Partner Agency Administrator will coordinate with the HMIS Lead to schedule training for the users. Users will be trained in the operation of the HMIS (how to access the system, how to enter data, how to run reports). Refresher trainings will be offered throughout the year. Training videos are offered on the County’s HMIS YouTube channel. Prior access to this YouTube channel will be given to each user.

## **Quiz**

At the end of the training, the user will be given an assessment. The user must pass with 80% accuracy before being given access to the system.

## **Follow-up**

The HMIS Lead will provide training with each participating HMIS Partner Agency. Before a Partner Agency “goes live,” the HMIS Lead will make on-site visits as needed to ensure that the HMIS Partner Agency becomes proficient in the use of HMIS.

The HMIS Lead, in partnership with the HMIS vendor will provide regular training for HMIS Users including annual HMIS Data Standard updates, and privacy and security refresher training.

## **User Accounts & Passwords**

### **Adding New Users**

The Partner Agency Administrator will submit a [HMIS User Account Request Form](#) to the HMIS Lead to set-up the user's access in HMIS. The HMIS Lead will not accept HMIS User Account Requests without approval from the Partner Agency Administrator or the Agency Executive Director.

### **Access Rights**

Access to the HMIS will only be approved for those staff members that require access for business purposes only. The user's access rights will be determined by the Partner Agency Administrator and the HMIS Lead.

### **Password and User ID Assignment**

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

### **Changing Passwords**

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

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

In the event a user's password has expired, or the user forgets their password, the HMIS Lead or the Partner Agency Administrator will reset the user's password.

### **Changing Users' Rights**

As a user's needs change, the rights assigned to that user within the HMIS need to change as well. It is important that the Partner Agency Administrator notifies the HMIS Lead of these changes as soon as possible so that rights can be added and removed as appropriate.

### **Deactivating Accounts**

It is important that a user account be deactivated in the system when he or she leaves the agency or otherwise becomes inactive. It is a breach of security to have unused user accounts active. The Partner Agency

Administrator will notify the HMIS Lead within two (2) business days if a staff member leaves the Agency.

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

## **Collection and Entry of Client Data**

Each Partner Agency will develop policies, procedures, and confidentiality rules for collecting HMIS data in accordance with the most recent [HMIS Data Standards](#) and their own agency's needs. Client Data will be gathered according to these policies, procedures and confidentiality rules.

### **Client Authorization**

Client Data will only be shared with Partner Agencies if the Client consents, has signed the [Release of Information Authorization](#), and the signed Informed Consent & Release of Information Authorization is available on record. All Universal and Common Program Specific Data Elements from the current [HMIS Data Standards](#) should be collected, subject to client consent. Additional data may also be collected to support other programs.

### **Data Quality Plan**

A Data Quality plan is a systematic approach for the CoC to establish and define data quality expectations. Data quality is a key component for HUD reporting purposes such as the System Performance Measures (SPM), Longitudinal Systems Analysis Report (LSA), Annual Performance Report (APR), Point-In-Time (PIT) Count and Housing Inventory Count (HIC), as well as reporting purposes for federal and state partners. In addition, HUD ties data quality to overall CoC competitiveness for funding.

In order to qualify as “participating in the HMIS,” all HMIS Participating Agencies must meet the data quality benchmarks as described in the [San Luis Obispo County CoC HMIS Data Quality Plan](#). These benchmarks apply to all HMIS Participating Agencies, whether or not the agency provides the data directly into the HMIS or submits it to the HMIS Lead Agency for input into HMIS, including the following mandated projects: HUD Continuum of Care (HUD CoC) & Emergency Solutions Grant (ESG), US Department of Veterans Affairs Supportive Services for Veterans Families (VA SSVF), and US Department of Health and Human Services Runaway and Homeless

Youth (HHS RHY) Substance Abuse and Mental Health Services Administration Projects for Assistance in Transition from Homelessness (SAMHSA PATH).

### **Data Timeliness**

Per the [San Luis Obispo County CoC HMIS Data Quality Plan](#), HMIS data must be entered into HMIS in real time or within three (3) business days from the point of the event (intake/enrollment, service delivery, annual assessments, or exit/discharge).

### **Entry and Exit Data**

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

### **Data Quality Monitoring**

The HMIS Lead will perform monthly data integrity checks on the HMIS data, which will include the following steps:

- Run HUD Required Data Elements, Data Incongruities Reports, and other data quality reports based on program, and grant requirements;
- Notify Partner Agency Administrator of findings and timelines for correction;
- Re-run reports for errant agencies/programs, as requested. Follow up with Partner Agency Administrators if necessary;
- Notify Agency Executive Director if Partner Agency Administrators are not responsive to required corrective actions; and
- Notify HSOC Finance and Data Committee regarding any uncorrected data quality issues.

### **Release and Disclosure of Client Data**

Once collected, providers have obligations about how PII (Personally Identifiable 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 HMIS 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 HMIS Privacy Notice](#).

If any of these uses and disclosures is not listed in the HMIS 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 information 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 to participate in HMIS data collection.
- **Informed consent** (written authorization): The client signs a form to agree 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).

### **HMIS Privacy Posted Notice**

HUD's HMIS Privacy and Security Standards specify the guidelines for the privacy and security of personal information collected and stored in an HMIS. The standards require each covered HMIS Participating Agency to publish a [HMIS Privacy Posted Notice](#). The standards establish baseline privacy requirements for the HMIS Participating Agencies. A HMIS Participating Agency must post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting this information. Consent of the individual for data collection may be inferred from the circumstances of the collection.

### **HMIS Privacy Notice**

The [HMIS Privacy Notice](#) applies to all San Luis Obispo County CoC HMIS Participating Providers and addresses how information about clients may be used and disclosed at Providers as well as client rights over their information. The HMIS Privacy Notice may be amended at any time, and amendments may affect information obtained before the date of the amendment. The agency will provide copies of the privacy notice to any client upon request. The agency should also include a copy of the HMIS Privacy Notice on their organization website.

### **Clients' Rights to Data**

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

Aggregate data that does not contain any client-specific identifying data may be shared with internal and external agents without specific client permission.



This policy will be made clear to clients as part of the Informed Consent procedure.

### **Grievance Policy**

Per the SLO County HMIS Privacy Notice, the client has the right to ask questions of, or submit grievances to, the provider regarding privacy and security policies and procedures.

The [HMIS Grievance Form](#) will be used for clients who feel their privacy rights have been violated by an HMIS Participating Agency. The form is to only be used after the client has worked with the agency to resolve an HMIS issue. The client will submit the form to the HMIS Lead and will be reviewed by the HSOC Finance and Data Committee to recommend resolution between client and agency.

### **Technical Support**

Support Requests include issue reporting, requests for enhancements (features), or other general technical support shall be submitted by Agency Administrators and users to the HMIS Lead. The HMIS Lead will only provide support for issues specific to the HMIS software and systems, not for technical support of hardware being used by HMIS users.

### **Request for Support**

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

The user should evaluate the immediacy of the issue. If the user needs immediate resolution of the issue because the issue is hindering the user from being able to enter the data into the system, the user should contact the HMIS Lead at [ss\\_hmissupport@co.slo.ca.us](mailto:ss_hmissupport@co.slo.ca.us).

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

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

If the issue is not immediate or is a suggestion, the user should consider discussing it with the Partner Agency Administrator for appropriateness before submitting it. The user or the Partner Agency Administrator may email the HMIS Lead specifying the severity of the issue and its impact on their work, specific steps to reproduce the issue, and any other documentation that might facilitate the resolution of the issue (screen

shots can be very helpful). The user should also provide contact information and best times to be reached. The user is welcome to bring discussions to the annual HMIS conference or to any of the live trainings to discuss enhancements or issues that they may experience while using the system.

### **Changes to the System**

The HMIS Lead, in consultation with the Homeless Services Oversight Council, will evaluate the request and respond accordingly. Agency-specific customizations will be evaluated for their impact on the other agencies usability of the system as a whole.

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

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

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

All necessary customization will be completed by the HMIS Lead.

## **Participation Termination**

### **Agency Termination**

The Partner Agency shall inform the HMIS Lead in writing of their intention to terminate an [HMIS participation agreement](#). The HMIS System Administrator will then inactivate all users from that agency at the appropriate time.

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

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

### **User Termination**



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

## **CHANGES TO THE POLICIES AND PROCEDURES DOCUMENT**

### **Revisions**

The HMIS Lead will coordinate the compilation and revisions of all HMIS documents in consultation with the HSOC Finance and Data Committee.

### **Distribution**

A copy of the revised Policies and Procedures document will be distributed to the partner agencies. Partner Agencies will be asked to sign a receipt acknowledging they have received the revised Policies and Procedures. It is the agency's responsibility to make sure everyone participating in the HMIS has access to a copy of the document, reads it, understands it, and agrees to comply with it. If anyone participating in the HMIS has issue with any revision, they may contact the HMIS Lead and voice their concern. They must, however, comply with the revisions or stop using the system until the issue is resolved.

### **Funding**

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

### **HMIS Data Standards**

This document should, at a minimum, reflect the baseline requirements listed in the most current [HMIS Data Standards](#). Users of HMIS are required to comply with the [HMIS Data Standards](#). Failure to comply with these standards carries the same consequences, as does failure to comply with these Policies and Procedures. In any instance where these Policies and Procedures are not consistent with the current [HMIS Data Standards](#), the [HMIS Data Standards](#) take precedence. Should any inconsistencies be identified, notice should be made to the HMIS Lead.

For agencies or programs where HIPAA (Health Insurance Portability and Accountability Act) applies, HIPAA requirements take precedence over both the HUD HMIS Data Requirements and these policies and procedures.

## 6. GLOSSARY OF TERMS

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

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

**CoC:** Continuum of Care

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

**HIPAA:** Health Insurance Portability and Accountability Act

**HMIS:** Homeless Management Information System

**HSOC:** Homeless Services Oversight Council

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

County of San Luis Obispo  
Homeless Management Information System

# **Policies and Procedures**

Originally approved: 1/1/2010

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

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## **Contact Information**

### **County of San Luis Obispo**

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

Ivana Yeung  
Planner II, Program Manager  
County of San Luis Obispo  
807-781-4099  
[iyeung@co.slo.ca.us](mailto:iyeung@co.slo.ca.us)

### **HMIS Vendor**

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

## **Governing Regulations and Standards**

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

# **1. OVERVIEW**

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

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

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

## **Roles and Responsibilities**

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

## **Purpose**

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

## **Governing Principles**

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

## **Operating Procedures**

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

## **Obligations and Agreements**

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

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

## **2. Purpose**

### **Long-term Mission**

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

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

### **Fundamental goal**

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

### **Potential benefits**

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

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

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



### **3. GOVERNING PRINCIPLES**

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

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

#### **Confidentiality**

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

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

#### **Data Integrity**

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

#### **System Availability**

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

#### **Compliance**

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

### **4. ROLES and RESPONSIBILITIES**

#### **The County of San Luis Obispo**

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

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

### **HMIS Manager**

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

### **HMIS System Administrator**

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

## **Partner Agency**

### **Program Administrator**

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

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

#### **Partner Agency Technical Support**

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

#### **Partner Agency User**

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

## **5. OPERATING PROCEDURES**

### **HMIS Participation**

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

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

### **Minimum Participation Standards**

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

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

## **Connectivity and Computer Requirements**

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

## **Site Security**

### **Assessment**

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

### **Annual Security Audit**

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

### **Workstation**

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

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

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

## **Training**

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

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

### **Scheduling**

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

### **Quiz**

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

### **Follow-up**

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

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

## **User Accounts & Passwords**

### **Access Rights**

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

### **Password and User ID Assignment**

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

### **Changing Passwords**

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

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

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

### **Changing Users' Rights**

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

### **Deactivating Accounts**

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

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

## **Collection and Entry of Client Data**

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

### **Client Authorization**

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

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

### **Data Integrity**

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

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

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

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

### **Entry and Exit Data**

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

### **Data Quality Monitoring**

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

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

These data quality checks will be performed monthly.

## **Release and Disclosure of Client Data**

### **Sharing of Data**

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

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

### **Posted Notice**

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

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

### **Clients' Rights to Data**

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

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

### **Agency Responsibility**

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



## **Technical Support**

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

### **Request for Support**

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

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

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

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

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

### **Changes to the System**

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

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

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

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

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

## **Participation Termination**

### **Agency Termination**

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

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

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

### **User Termination**

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

## **CHANGES TO THE POLICIES AND PROCEDURES DOCUMENT**

### **Revisions**

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

### **Distribution**

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

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

## **Funding**

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

## **HUD HMIS Data and Technical Standards**

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

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

## 6. GLOSSARY OF TERMS

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

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

**CoC:** Continuum of Care

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

**HIPAA:** Health Insurance Portability and Accountability Act

**HMIS:** Homeless Management Information System

**HSOC:** Homeless Services Oversight Council

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

EXHIBIT A:

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

**AGENCY NAME:** \_\_\_\_\_

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

**I. HMIS Use and Data Entry**

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

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

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

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

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

**II. Training and Technical Assistance**

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

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

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

### **III. Confidentiality**

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

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

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

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

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

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

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

### **IV. Use of Data**

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

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

C. SLO County-HMIS will use only unidentified, aggregate HMIS data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.

## V. Terms and Conditions

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

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

## VI. Participating Agencies

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

### Participating Agencies

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

AGENCY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

NAME OF SIGNATORY \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE

## EXHIBIT B:

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### **San Luis Obispo County HMIS User Agreement**

**Agency Name:**\_\_\_\_\_

**User Name:**\_\_\_\_\_

The County of San Luis Obispo recognizes the primacy of client needs in the design and management of the San Luis Obispo County HMIS. These needs include both the need continually to improve the quality of homeless and housing services with the goal of eliminating homelessness in San Luis Obispo County, and the need vigilantly to maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, San Luis Obispo County HMIS users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used to the ends to which it was collected, ends that have been made explicit to clients and are consistent with the mission of the County of San Luis Obispo to assist families and individuals in the County to resolve their housing crisis. Proper user training, adherence to the San Luis Obispo County HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

Relevant points regarding client confidentiality include:

- A client consent form must be signed by each client whose data is to be entered into the San Luis Obispo County HMIS
- Client consent may be revoked by that client at any time through a written notice
- No client may be denied services for failure to provide consent for HMIS data collection
- Clients have a right to inspect, copy and request changes in their HMIS records
- San Luis Obispo County HMIS Users may not share client data with individuals or agencies that have not entered into an HMIS Agency Agreement with the County without obtaining written permission from that client
- San Luis Obispo County HMIS Users may not share client data with any Connecting Agency that is not specified in their agency's HMIS Agency Agreement without obtaining written permission from the client



- San Luis Obispo County HMIS Users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities
- Any San Luis Obispo County HMIS User found to be in violation of the San Luis Obispo County HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, may be denied access to the San Luis Obispo County HMIS

**I affirm the following:**

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

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**Signature**

**Date**

## EXHIBIT C:

*County of San Luis Obispo*  
**Partner Agency User Agreement**

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 Agency Name

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 Employee/User Name

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

## Initial Only

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

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

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

---

 Employee/User Signature

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 Date

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 Partner Agency Administrator Signature

---

 Date

**EXHIBIT D:****\_\_\_\_\_ [Insert Agency Name] CLIENT NOTICE AND CONSENT FOR RELEASE**

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

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

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

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **2022 POINT IN TIME COUNT – SCOPE OF SERVICES**

### **SECTION I: INTRODUCTION**

#### **A. PURPOSE**

The Homeless Services Oversight Council (HSOC) serves as the Continuum of Care governing body for the federal McKinney-Vento Homeless Assistance Act Continuum of Care (CoC) program. Federal regulations require CoCs to conduct at least a biennial count of homeless persons at a single point in time. This count must include both sheltered and unsheltered homeless persons. CoCs are required by notice to provide detailed information to the Department of Housing and Urban Development (HUD) regarding the methods and data sources used to produce the count information. Additionally, the methodology is used to evaluate the CoC's performance in producing a statistically reliable, unduplicated count or estimate of homeless persons in shelters and unsheltered locations on a single night. Failure to use reliable, valid methods may negatively affect the CoC's competitiveness for HUD CoC funding. The count must be conducted at least every two years during the last 10 calendar days of January or as otherwise required by HUD. By notice, the Count must include demographic information, some of which may only be obtained through surveys of homeless persons.

The County of San Luis Obispo and the HSOC also believe that understanding the size and characteristics of the entire homeless population in a community is essential to the effective planning and provision of homeless assistance and prevention services. In particular, understanding the needs and characteristics of homeless people who are unsheltered will help our community improve efforts to assist this underserved population.

For this purpose, the County of San Luis Obispo's Continuum of Care will be conducting a count of unsheltered homeless in January 2022 and seeks the support of a qualified contractor to conduct the count.

#### **B. BACKGROUND INFORMATION**

The Census and Survey has three parts: 1) a Street Count of those living on the street, in vehicles, and in encampments; 2) a Sheltered Count of homeless persons living in emergency shelters, transitional housing, or in hotels or motels paid for by others; and 3) a Qualitative Survey of the homeless population. The Street Count and Qualitative Surveys will require a significant amount of coordination to recruit, manage, and train volunteers, and coordinate teams to provide adequate coverage around the county. The Sheltered Count will be conducted by County staff and local nonprofit homeless service agencies through the Homeless Management Information System (HMIS) and other administrative records. Information from the Sheltered Count will be provided to the vendor for inclusion in the overall Count.

The Unsheltered Count will be overseen by the contractor, with assistance from the County and the Homeless Services Oversight Council (HSOC). The surveyor will be primarily responsible for recruitment of volunteer guides, enumerators and surveyors, with the support of the County and the Homeless Services Oversight Council. The Count must include a specific count of

unsheltered youth. The contractor will be responsible for designing and overseeing the count methodology and ensuring it meets all HUD requirements for the 2022 biennial Point in Time Counts and Survey.

The survey will be conducted using a survey developed or selected by the contractor in consultation with the County. The survey must yield qualitative data about the homeless community, must be administered in a way consistent with HUD requirements, and must yield information required by HUD. The survey may be conducted using paper surveys or smartphone apps. If smartphone apps are used, they must meet the County's and HUD's requirements for data security and use protocols that ensure the confidentiality of the data collected.

## **SECTION II: SERVICES**

### **A. DESCRIPTION OF SERVICES**

This RFP will fund up to 12 months of expenditures for approved activities. The services for this project can be broken down into three parts 1) Homeless Census, 2) Homeless Survey, and 3) Reporting. As noted above, the contractor, with assistance from the County and the HSOC, will be responsible for recruitment of volunteers. The contractor will be responsible for training the volunteers in accordance with HUD and County guidelines and overseeing the conduct of the count by such volunteers.

The contractor may subcontract some of the activities with a local homeless provider or other entity as appropriate. A successful response will include the following, as well as a description of the specific services that will likely be subcontracted out.

#### **1. Review Proposed Methodology and Data Needs**

- a. Review proposed methodology for consistency with current HUD guidance and to ensure the methodology will yield data required by HUD.
- b. Review methodology with special consideration for a Youth Point-in-Time Count.
- c. Gather information from the County regarding the County's data needs for the Count.

#### **2. Develop Methods for Data Collection**

- a. As needed, modify methods to be used in the 2022 Census, consistent with the findings of the review and information gathering above. These methods must include a street count and survey. Data should be collected in such a way as to allow the County to report on the number of homeless persons in each of the seven incorporated cities in the County as well as in the unincorporated County. Data from the unincorporated portions of the County should be collected in a way that allows the data to be reported by region (inland North County, South County, Los Osos and the region surrounding San Luis Obispo, and the North Coast). Regional and city data must include, at a minimum, a count of persons in the region or city.
- b. Develop data collection and survey protocol. These protocols must be consistent with current HUD guidance.

- c. If needed, design or select a survey in consultation with the County to ensure compliance with HUD guidelines for the 2022 Count and meet County informational needs.
- d. Applicant will also coordinate with County staff in determining the appropriate methodology for conducting surveys for the Sheltered Point-in-Time Count, which should incorporate similar data collection.
- e. Applicant will, within the first month of the contract, or no later than November 30<sup>th</sup>, consult with the San Luis Obispo County Office of Education's Homeless and Foster Youth Services staff regarding the most appropriate method for partnering with local schools.

### **3. Conduct Map Development and Volunteer Assignments**

In consultation with County Staff, determine how many teams of volunteers will be needed, based on the size of the areas to be counted or surveyed, the density of the homeless population expected in the areas, the mode of transit needed to access areas to be surveyed, the difficulty of the terrain, and the sample size needed.

### **4. Develop a Plan to Recruit, Train, and Manage Volunteers**

- a. In consultation with the County and HSOC, develop a plan to recruit and manage the target number of volunteers, including currently or formerly homeless persons with knowledge of the local area who will act as guides for each team. Plan should outline how volunteer contact information will be managed, how their role in the project will be assigned, and methods of communication with this group.
- b. Outline a coordination plan that describes how and when volunteer guides, enumerators and surveyors will be trained prior to the Count in January.
- c. Develop a training module for volunteers, including homeless guides.

### **5. Develop a Plan to Provide Incentives for Homeless Persons to Participate in the Surveys**

In consultation with the County, develop a plan to provide nominal incentives for homeless persons to participate in the Count and Survey. The plan should include quality control and proper financial controls. Incentives may be in the form of clothing items such as socks, gift cards, personal hygiene items, or other nominal incentives.

### **6. Assign Volunteers**

- a. Review volunteer needs.
- b. Assign volunteer roles.

### **7. Conduct Trainings**

- a. Conduct separate trainings for Census and Homeless Survey volunteers, to include a diversity of volunteers including but not limited to homeless service

provider staff, currently or formerly homeless individuals, and community volunteers.

- b. Create training materials to teach volunteers how to collect information safely, work with clients, and protect the dignity and privacy of persons being counted or surveyed. Materials might include a PowerPoint presentation, handouts, and/or role-playing.
- c. If electronic apps are used to conduct the survey, provide a training or ensure training is provided to surveys on the proper use of the app.
- d. Conduct at least four trainings for participants.
- e. Coordinate a post-count wrap-up session to evaluate the challenges and opportunities for making the census and interview process better in the future.

## **8. Conduct Census and Interviews**

- a. Participate and provide staff support at dispatch centers on the morning of the Census.
- b. Purchase or ensure the purchase of materials needed for the count including clipboards, pens, and other supplies.
- c. Purchase or ensure the purchase or acquisition of incentives (e.g. gift cards) for 1) the volunteers who are involved in conducting the count or survey and currently experiencing or have previously experienced homelessness, and 2) the survey respondents.

## **9. Collect and Compile information**

- a. Collect all the census and survey instruments from the volunteers and/or local agency(ies) responsible for gathering the data from the count and survey. If an app is used, coordinate with the County to obtain needed data electronically.
- b. Compile and analyze the data in compliance with HUD requirements for a Point-in-Time count.

## **10. Reporting**

- a. Provide data needed for HUD reporting to include a count of homeless persons and their characteristics, in compliance with all of the HUD required Point-in-Time count reporting standards. For example, specify the number of homeless families separate from the number of homeless households without children and report the HUD-prioritized subpopulations such as chronically homeless, veterans, families with children, and unaccompanied children and youth.
- b. Complete a report on the project, including the information from 10a above as well as:
  - i. The characteristics of homeless individuals using data from the survey. Specify information from the survey, including length of homelessness, current county residency, specific city (or unincorporated County) where encountered, and sources of income.

- ii. Experience of homeless persons. Specify health, economic, and social barriers including obstacles to securing employment and permanent housing and access to supportive services.
- iii. Report must include both a narrative and graphical explanation of the findings.
- iv. Explanation of methodology in compliance with HUD standards and requirements
- c. Provide County Staff with at least monthly progress reports. Progress reports may be in writing or provided orally.
- d. Provide data from the survey in SPSS or Excel format to the County at the end of the project if requested. This data should provide general geographic locations of surveys (e.g. city or region of the unincorporated County) but should not provide street addresses or specific locations.
- e. Support County Staff in completing the homeless population, subpopulation, and methodology sections of the Point-in-Time count, typically due in the month of April.

### **SECTION III: PROJECT GOALS AND PERFORMANCE MEASURES**

Goal: Obtain an accurate count of the number of individuals, couples without children, youth, and families experiencing homelessness in the County.

Performance Measure:

- 1. The County receives a statistically reliable count of the number of persons who are homeless countywide, broken down in categories defined by HUD, by no later than one month before the HUD reporting deadline.
- 2. Methodologies are used in accordance with HUD standards

Goal: Preserve current federal funding for homeless services and enhance the ability to raise new funds.

Performance Measure:

- 1. Questions regarding methodology in the Continuum of Care grant are awarded full points in the 2022 application.

Goal: Measure changes in the numbers and characteristics of the homeless population.

Performance Measure:

- 1. An analysis completed comparing the numbers and characteristics adequately measuring the changes.

Goal: Assess the status of specific subpopulations.

Performance Measure:



1. Data on special populations such as chronically homeless, veterans, and youth are adequately addressed in the final report.

Goal: Work collaboratively with community partners.

Performance Measure:

1. Community partners are informed and kept up-to-date regarding project timelines and deliverables at HSOC meetings.
2. Homeless service providers participate in the Census and Survey.

## **SECTION VI: SCOPE OF SERVICES**

### **Part 1: Homeless Census**

<b>Task</b>	<b>Lead</b>	<b>Timeframe of Completion</b>
<b>Review Census, Survey, and Volunteer Recruitment Methodology and Data Transfer Protocols (incorporate stakeholder feedback)</b>	Contractor	Sept-Oct 2021
<b>Finalize Methodology (including Research Methods* and data collection protocol)</b>	Contractor	Nov 2021
<b>Coordinate with County on Outreach and Volunteer Recruitment Process and set target goals for number of volunteers needed</b>	Contractor	Nov 2021
<b>Develop Volunteer Training and Coordination Plan</b>	Contractor	Nov 2021
<b>Develop Volunteer Training Modules</b>	Contractor	Nov 2021– Jan 2022
<b>Create Maps for Census Routes</b>	Contractor	Oct 2021– Dec 2021
<b>Recruit Volunteers</b>	Contractor	Oct 2021 – Jan 2022
<b>Conduct Trainings</b>	Contractor	Jan 2022
<b>Conduct Census</b>	Contractor	Jan 2022

\*Research Methods or techniques that will be used for the Census must be consistent with HUD guidelines for complete coverage.

### **Part 2: Homeless Interviews**

<b>Task</b>	<b>Lead</b>	<b>Timeline</b>
<b>Review Survey</b>	Contractor	Sept-Oct 2021
<b>Develop Survey Plan</b>	Contractor/County	Oct. – Nov 2021
<b>Develop Training Modules</b>	Contractor	Jan 2022
<b>Identify Survey Teams</b>	Contractor	Oct 2021 – Jan 2022
<b>Train Survey Teams</b>	Contractor	Jan 2022
<b>Conduct Survey</b>	Contractor	Jan 2022

**Part 3: HUD Reporting and Final Report** (including explanation of methods, findings, results, and analysis)

<b>Task</b>	<b>Lead</b>	<b>Timeline</b>
<b>APR Data Provided</b>	Contractor	March 2022
<b>First Draft of Report Provided</b>	Contractor	April 2022
<b>Second Draft</b>	Contractor	May 2022
<b>Final Report</b>	Contractor	June 2022