



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

October 29, 2024, 9:00am

Committee members must participate in person (except for just cause reasons, or personal emergency reasons approved by the HSOC):

Room 356, County of San Luis Obispo Department of Social Services,
3433 South Higuera St, San Luis Obispo, CA 93401

Members with approved just cause reasons and the public may participate by Zoom video call:

<https://us06web.zoom.us/j/83656755312?pwd=zSKiUypPYaVRIPaz6fsDb60jakJAbp.1>

Or dial in:

+1 669 444 9171

Meeting ID: 836 5675 5312

Passcode: 571278

1. Call to Order and Introductions
2. Public Comment
3. Consent: Approval of Minutes
4. Action/Information/Discussion
 - 4.1. Implementing Five-Year Plan Line of Effort 4 - Create, Identify, and Streamline Funding and Resources
 - 4.1.1. Discussion Item: System Performance Measures
 - 4.2. Implementing Five-Year Plan Line of Effort 3 – Improve and Expand Data Management Efforts Through HMIS and Coordinated Entry System to Strengthen Data-Driven Operational Guidance and Strategic Oversight
 - 4.2.1. Homeless Management Information System (HMIS)
 - 4.2.1.1. Action Item: Vote to Approve Interagency Data Sharing and Agency Agreements



- 4.2.1.2. Action Item: Vote to Approve HMIS Privacy Policy
- 4.2.1.3. Information Item: HMIS Upgrade Activities Update
- 4.2.1.4. Information Item: HMIS System Administrators Monthly Call Report
- 4.2.1.5. Information Item: HMIS Helpdesk Metrics
- 4.2.1.6. Information Item: Updates to the HMIS Grievance Policy
- 4.2.1.7. Information Item: Report from National Human Services Data Consortium (NHSDC) Conference

4.2.2. Information Item: Data Workgroup

- 5. Future Discussion/Report Items
- 6. Next Regular Meeting: TBA at 9am
- 7. Adjournment

The full agenda packet for this meeting is available on the SLO County HSOC web page:

<https://www.slocounty.ca.gov/departments/social-services/homeless-services-division/homeless-services-oversight-council>

**HOMELESS SERVICES OVERSIGHT COUNCIL (HSOC)
DATA & PERFORMANCE COMMITTEE MEETING MINUTES**

Date

September 24, 2024

Time

9:04am-10:37am

Location

Room 356, Department of Social Services, 3433 S. Higuera St., San Luis Obispo, CA 93401

Members Present

Christy Nichols
Diana Howard
Janna Nichols
Jessica Thomas
Kathy McClenathen
Mark Lamore
Sstoz Tes

Members Absent

Kate Swarthout
Mimi Rodriguez

Staff and Guests

Abby Burgess
Derek Ferree
Jasmine Smith
Jeff Al-Mashat
Kari Howell
Kate Bourne
Russ Francis
Staci Dewitt
Suzie Freeman

1. Call to Order and Introductions

Mark called the meeting to order at 9:04am.

2. Public Comment

None.

3. Consent: Approval of Minutes

Janna made a motion to approve the minutes, seconded by Christy. The motion was approved by voice vote. All voted in favor except for Kathy and Jessica, who abstained.

4. Action/Information/Discussion

4.1. Implementing Five-Year Plan Line of Effort 3 - Improve and Expand Data Management Efforts Through HMIS and Coordinated Entry System to Strengthen Data-Driven Operational Guidance and Strategic Oversight

4.1.1. Homeless Management Information System (HMIS)

4.1.1.1. Information Item: HMIS Upgrade Activities Update

Kate reported that the County Homeless Service Division's Data Team have been working on developing the scope for phase 2 of the HMIS upgrade. The phase 2 charter will be sent to the leadership team then the HMIS steering committee over the next couple of weeks. This charter includes the plan for the next 2 years of the migration and expansion project. The Data Team are also working to onboard CAPSLO (Community Action Partnership of San Luis Obispo) into HMIS, and have been working on building custom reports for particular grants, and on API (Application Programming Interface) access between Clarity and the internal DSS (Department of Social Services) database.

4.1.1.2. Information Item: HMIS System Administrators Monthly Call Report

Kate reported on the most recent HMIS system administrators call. HUD (US Department of Housing and Urban Development) discussed reporting timelines, which will impact how particular data elements are collected, but should not impact the HMIS interface. LSA (Longitudinal Systems Analysis) reporting will begin in November. The Data Team will be attending the Fall NHSDC (National Human Services Data Consortium) Conference will be held October 21-23 in Portland. Also covered in the call was a change to RRH (Rapid Rehousing) categorization into type A (RRH with services) and type B (services only, i.e. housing stabilization only without deposit or rental assistance).

4.1.1.3. Information Item: HDIS (Homeless Data Integration System) Bimonthly System Admin Call

Kari reported that the last HDIS system admin call focused on California-specific SPMs (System Performance Measures), based on data from all the CoCs. California SPMs use current and former living situations to determine client data. HDIS will be releasing California SPMs on a quarterly basis in future. The State is also working on a California SPM dashboard.

4.1.1.4. Information Item: HMIS Helpdesk Metrics

Kari reported that in the last month, 262 total messages were received from 65 customers. There were increases in communications on September 10 and September 16-17, corresponding to data quality information being released and updates to HMIS capabilities going into effect.

4.1.1.5. Action Item: Vote to Approve Recommended Updates to the HMIS Grievance Policy

Kate reported that the HMIS Grievance Policy was brought to the last committee meeting for discussion. Language has since been adjusted in the policy to state that grievances should first be brought to agencies and follow their own grievance process before being escalated to the HMIS team. Janna made a motion to approve the recommended updates to the HMIS Grievance Policy, seconded by Christy. The motion passed by roll call with all in favor.

4.1.1.6. Action Item: Vote to Approve Recommended Updates and Additions to HMIS Data Quality Management Plan

Kate reported that the recommended updates to the HMIS Data Quality Management Plan involve adding a process for a data quality improvement plan for agencies that have not met data quality standards over an extended period of time. Janna made a motion to approve the recommended

updates and additions to the HMIS Data Quality Management Plan, seconded by Kathy. The motion passed by roll call with all in favor.

4.1.1.7. Discussion Item: Interagency Data Sharing and Agency Agreements

Kate reported on the Data Team's review of the Interagency Data Sharing and Agency Agreements, last updated in 2020. The biggest change to be made is that there will be no need for additional documents to share data between agencies, reflecting the move to an open system. The document will be brought to a future meeting for action.

4.1.1.8. Discussion Item: HMIS Privacy Policy

Kate reported on the Data Team's review of the HMIS privacy policy, particularly the language of the posted notice, which are being updated to reflect changes seen in other CoCs and language that is now required. The document will be brought to a future meeting for action.

4.1.1.9. Discussion Item: Improvements to Client Profiles

Kari reported on improvements to client profiles in HMIS, e.g. the inclusion of pronouns in line with HUD recommendations. As well as adding pronouns as a multi-select option, HMIS now also includes a non-binary option, and the options 'data not collected' and 'client prefers not to share'.

4.1.2. Information Item: Data Workgroup

Mark reported that the Data Workgroup met the previous day, and were presented with new templates using agencies' own data. Kate shared examples of this from ICA (Institute for Community Alliances), including a dashboard of data from SLO County. Once this is finalized, it will be brought to the Data & Performance Committee for approval then to either the HSOC Executive Committee or the full HSOC for final approval.

4.2. Implementing Five-Year Plan Line of Effort 4 - Create, Identify, and Streamline Funding and Resources

4.2.1. Discussion Item: System Performance Measures

Kate shared the data that was recently submitted to HUD, in particular SPM 5: Number of Persons Who Become Homeless for the First Time, comparing FY2022-23 with FY2023-24 to date.

5. Future Discussion/Report Items

HMIS representation at schools – discussed by Jessica and Jeff and proposed as a future discussion item.

6. Next Regular Meeting: TBA at 9am

The committee agreed to move the date for the next meeting from October 22 to October 29, as the Data Team will be attending the NHSDC Conference on October 22.

7. Adjournment

Mark adjourned the meeting at 10:37am.

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

Continuum of Care:

CA-614: San Luis Obispo

HMIS Lead Agency:

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

HMIS Partner Agency:

[insert contact info for Partner Agency here]

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1.0 Introduction and Roles

[This document provides the framework for agencies of the San Luis Obispo Continuum of Care \(CoC\) to participate and designate users in the San Luis Obispo Homeless Management Information System \(HMIS\).](#)

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

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

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

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

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

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

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An **HMIS End User** is an individual designated by the Partner Agency to enter client Protected Personal Information (PPI) into the San Luis Obispo HMIS on behalf of the Partner Agency. All HMIS End Users are required to complete training assigned by the HMIS Lead Agency, adhere to all End User responsibilities outlined in the HMIS Policies and Procedures, and sign the San Luis Obispo HMIS End User Agreement.

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

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

Commented [KB1]: Insert links to latest versions on the website.

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

2.0 Revision History

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

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

3.0 Roles and Responsibilities

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~~3.03.1~~ HMIS Partner Agency Agreements

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

- Uphold the governing principles of the San Luis Obispo County HMIS as detailed in the San Luis Obispo County HMIS Policies and Procedures and Privacy ~~Notice/Security Plan~~, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or

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documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Privacy [Notice/Security Plan](#), the HMIS Participating Agency Agreement, and the End User Agreement.

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

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

- Failure to comply with any San Luis Obispo County HMIS plans, forms, standards, and governance documents may result in remediation or sanctions up to and including revocation of HMIS access for a Partner Agency or End User. This may impact the Agency's compliance with funder requirements and eligibility for future funding. The progressive discipline policy for Partner Agency noncompliance is established in the San Luis Obispo County HMIS Policies and Procedures and Privacy [Notice/Security Plan](#).
- HMIS is a shared data system and maintenance of accurate longitudinal information is central to the community's goal of improving service coordination and outcomes through data-driven decision making. For this reason, if the Agency elects to terminate participation in HMIS all Agency information contained in HMIS will remain in HMIS.
- Nothing in this document, or in any of the policies and/or documents adopted by the Continuum of Care to govern HMIS, is intended to preempt federal and state

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laws regarding collection, storage, and use of Protected Personal Information. Agencies must continue to abide by all applicable federal and state laws, including HIPAA, ~~if the agency is designated a HIPAA-covered entity wherever those laws establish stricter requirements than these policies.~~

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4.0 Continuum of Care Agreements

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

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

3.2 HMIS Lead Agency Agreements

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

- Provide access to San Luis Obispo County HMIS for the Agency named on p. 1 of this document.
- Uphold the governing principles of the San Luis Obispo County HMIS as detailed in the San Luis Obispo County HMIS Policies and Procedures and Privacy/Security Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern San Luis Obispo County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the HMIS Lead Agency in the HUD 2004 HMIS Data and Technical Standards Final Notice and applicable HMIS Program Manuals.
- Fulfill all the duties designated to the HMIS Lead Agency in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the San Luis Obispo County HMIS Policies and Procedures and Security/Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the Lead Agency in all applicable HUD HMIS Standards.

3.3 HMIS Appointing an Agency HMIS Administrator

Each HMIS Partner Agency is obligated to appoint at least one HMIS Administrator. The HMIS Administrator must sign this agreement. The duties of a HMIS Administrator are listed below:

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

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

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6.0 Limitation of Liability and Indemnification

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

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

7.0 Terms of Agreements

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

~~8.03.9 Appointing an Agency HMIS Administrator~~

~~Each HMIS Partner Agency is obligated to appoint at least one HMIS Administrator. The HMIS Administrator must sign this agreement. The duties of a HMIS Administrator are listed below:~~

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

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

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Signatures

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

Executive Director or CEO			
Name		Date	Signature

HMIS Administrator(s)			
Name	Title	Date	Signature

Department of Social Services Director			
Name	Title	Date	Signature

HMIS Lead			
Name	Title	Date	Signature

Return a signed copy of this form to:

HMIS Helpdesk

ss_hmissupport@co.slo.ca.us

San Luis Obispo County HMIS Privacy Notice

This Privacy Notice applies to all San Luis Obispo County HMIS-Participating Providers and addresses how information about you (client) shall be used and disclosed by Providers as well as rights over your information. This notice establishes minimum standards by which the Providers must follow. Providers may implement more stringent rules and procedures. This Notice may be amended at any time, and amendments may affect information obtained before the date of the amendment.

1. HMIS DATA COLLECTION & PURPOSE

A Homeless Management Information System (HMIS) is a local information technology system used to collect data on the housing and services provided to individuals and families experiencing homelessness and persons at risk of homelessness. This information is critical to better understand the extent and nature of homelessness at a local level, evaluate program effectiveness, and improve future housing and service provision. Providers may also be required by their funders to obtain certain additional information to determine eligibility, and to monitor outcomes.

This agency is an HMIS-participating homeless service provider (“HMIS Provider”). We collect information about the persons we serve in the shared County HMIS (HMIS) database. The agency shall only collect information deemed appropriate and necessary for program operation or information that is required by law or by the organizations that fund this program.

2. CONSENT

Through HMIS, we share your name, date of birth, age, gender, veteran status, and partial SSN (“Standard Information”) with other HMIS Providers, unless you indicate that you do not want your Standard Information to be visible or tell an agency to mark your “Profile/Name” as private. You are still eligible for services if you refuse to have your standard information shared in HMIS.

Personal and Health Information: If you choose to sign the HMIS Consent for Release of Information (ROI), we will also share your enrollment information, which may include personal health information and information about your race, ethnicity, disabling conditions, previous residence history, employment history, substance abuse, sexual orientation, educational history and more. Your Standard Information and any information you release in your ROI is referred to as your Personally Identifiable Information (PII). This information will be visible in HMIS and may also be exchanged on paper, verbally or electronically based on uses and disclosures below.

Written consent to share your data in HMIS should be obtained at your first in-person meeting with the provider. Written consent may be obtained using the Electronic HMIS Consent for Release of Information, which indicates your consent to share your information.

Verbal consent to share your PII may only be obtained if the interaction meets the following criteria:

- The visit is not in person or not in a place conducive to paper or electronic signature.
- Agency staff reviews (or reads, if not in person) the Privacy Notice with the you (posted at intake desk, on clipboard, via electronic methods or comparable location). An electronic link to the privacy notice can be found [here \(link\)](#).
- You verbally agree to provide and share personal information.

- Agency staff complete the Verbal Consent record in HMIS, attesting to their compliance with the procedure above.

3. PERMITTED USES AND DISCLOSURES

HMIS is designed to protect the confidentiality of personal information while allowing for reasonable, responsible, and limited uses and disclosures of data, including Personally Identifying Information. Once collected, we (as an HMIS Provider) have obligations about how these data may be used and disclosed (**uses** are internal activities for which providers interact with your PII; **disclosures** occur when providers share PII with an external entity). **We may use and disclose your PII only for the following purposes:**

To fulfill HUD Requirements:

- (1) To allow you to access to your information; and
- (2) Disclosures for oversight of compliance with HMIS privacy and security standards.
- (3) To provide or coordinate services to an individual or household;
- (4) For functions related to payment or reimbursement for services;
- (5) To carry out administrative functions, including but not limited to legal, audit, personnel, oversight and management functions;
- (6) For creating de-identified reporting from PII;

Additional Uses and Disclosures: We may use or disclose your Personally Identifying Information for other reasons, even without your permission. Subject to applicable federal or state law, we are permitted to disclose your Personally Identifying Information without your permission for the following purposes:

- (7) Uses and disclosures required by law;
- (8) Uses and disclosures to avert a serious threat to health or safety;
- (9) Uses and disclosures about survivors of abuse, neglect or domestic violence;
- (10) Uses and disclosures for research purposes; and
- (11) Uses and disclosures for law enforcement when a subpoena is provided.

HMIS Providers must also ensure that **any use or disclosure does not violate other applicable local, state, or federal laws**. Therefore, some HMIS Providers **may have more restrictive privacy policies**, often dependent upon funding source or the nature of a projects. Specific, per-project information regarding data use and disclosure can be obtained upon request. This can include agencies that must comply with the Health Insurance Portability and Accountability Act (HIPAA), Violence Against Women Act (VAWA). In these instances, the more restrictive policies take precedence.

4. UNDERSTANDING YOUR RIGHTS

HMIS recognizes every independent legal adult (person over 17 years of age) as the owner of all information about themselves, and any parent, legal guardian, or legal power of attorney as the designated owner of all information about any household members under their guardianship (all minors and any incapacitated/disabled adults).

By seeking assistance from this HMIS Provider and consenting to your personal information being shared within the HMIS, you transfer governance responsibility over your HMIS record to us, and we are responsible for handling your

record in accordance with HMIS privacy policies and any applicable federal, state, or local requirements. You retain ownership of your information within your HMIS record, and as owner **you have the following rights, in general:**

- Your refusal to share information will not be used to deny you services at this agency.
- You have a right to see your information, request to change it, and have a copy of your information from the servicing agency by written request. You may also request assistance from this agency in documenting your history of homelessness to qualify for certain programs. An agency can refuse to change information but must provide you with a written explanation of the refusal within 60 days of the request¹
- Any information you provide related to race, color, religion, sex, national origin, disability, familial status, and actual or perceived sexual orientation, gender identity, or marital status will not be used in any way that would discriminate against you or prevent you from receiving services or housing assistance. You have the right to file a complaint if you feel that you have been discriminated against.
- You may request a copy of this Privacy Notice and other agency policies that explain HMIS and your rights associated with how information is kept and shared through HMIS.
- You may request that a provider mark your personal data as private (not shared) within HMIS; and
- You may withdraw your consent to share at any time by writing to the staff identified in our Agency Privacy Notice. However, any information already shared with another agency cannot be taken back. Your request to discontinue sharing will have to be coordinated between sharing partners. You should tell each agency that you work with when you withdraw your consent.
- The confidentiality of your records is protected by law. This agency will never give information about you to anyone outside the agency without your specific written consent through this release or as required by law (The regulations are the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160 & 164) and applicable California laws.
- **You should expect to provide additional, prior written consent for any use or disclosure of HMIS PII not included in the permitted uses and disclosures above.**

5. Requests and Grievance Policy

Agency Requests and Grievance

If you feel your privacy rights have been violated, or to request changes or copies of your records, please first submit a written request to the agency at which you are receiving services. Any privacy violations involving breaches of data will be reported to the HMIS Lead Agency. All other grievances must go through the grievance process at the agency at which you are receiving services. You cannot be retaliated against for filing a grievance. The grievance process may involve multiple steps for resolution. You may request to see the agency's full grievance process :

¹ We can deny a request to inspect or copy your PII for the following reasons: (1) *Provider Right to Deny Review: if information is compiled in reasonable anticipation of litigation or comparable proceedings;* (2) *if information about another individual other than the participating provider staff would be disclosed;* (3) *if information was obtained under a promise of confidentiality other than a promise from this provider and disclosure would reveal the sources of the information; or* (4) *if the disclosure of information would be reasonably likely to endanger the physical safety of any individual; and we can reject repeated or harassing requests for access or correction.*

Escalated Grievance Policy

An escalated grievance is to only be used after you have worked with the agency to resolve an HMIS issue and that resolution was not satisfactory. The [HMIS Grievance Form](#) or a similar written format can be used if you feel your privacy rights have been violated by an HMIS Participating Agency.

You may submit this form to the HMIS Lead to the contacts below. This will be reviewed by HMIS Lead Staff and routed to an internal review body.

It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.

Grievances may be submitted in writing to:

County of San Luis Obispo Dept of Social Services

Attn: HMIS Lead

3433 S. Higuera St San Luis Obispo, CA 93401

Or

Via Email to: SS_HMISsupport@co.slo.ca.us

Note Regarding Collection of Personal Information ~~HMIS Privacy Posted Notice~~

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- Best connect you with the services you need;
- Better understand the needs of homeless persons;
- Improve planning to address homelessness; and
- Improve services for homeless persons.

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Additional uses and disclosures are available in a Privacy Notice. The only people who will be allowed to see your data are HMIS-trained staff for homeless service providers who have agreed to keep your data confidential. You have the right to refuse to share your data and this will not disqualify you from receiving services, for reasons that are discussed in our Privacy Notice. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness at the local level. We collect appropriate information only. A Privacy Notice is available upon request.

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Attachment B-4.2.1.2