



Long Beach Continuum of Care Homeless Management Information System (HMIS) HMIS Agency Participation Agreement

Participation Agreement between Department of Health and Human Services

And _____

This agreement is entered on _____ (Date) between the Department of Health and Human Services, hereafter known as "DHHS," and _____ (Agency name), hereafter known as "Agency," regarding access and use of the City of Long Beach Homeless Management Information System, hereafter referred to as "HMIS."

I. Introduction

The HMIS allows participating homeless service agencies throughout the City of Long Beach to enter, track, and report on information concerning program participant services and to provide electronic information sharing, subject to inter-agency agreements and program participant consent.

HMIS' goals are to:

1. Improve coordinated services and care for people experiencing homelessness in the City of Long Beach.
2. Provide a user-friendly and high quality automated records system that expedites program participant intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning.
3. Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD), DHHS and other Funders as required.

In compliance with all state and federal requirements regarding program participant/consumer confidentiality, the HMIS is designed to collect and provide timely, credible, quality data about services for homeless persons or persons at risk of homelessness. DHHS administers the HMIS as mandated by HUD.

II. DHHS Responsibilities

1. DHHS will provide agency user access to the HMIS, via an Internet connection at the Multi-Service Center (MSC) only. Agencies located outside of the MSC are required to provide, at minimum, a DSL Internet connection in order to access the HMIS from facilities citywide.
2. DHHS will provide required documents and templates that will be used for local implementation of HMIS functions.

3. DHHS will provide HMIS training for core agency staff to continually increase capacity, with the expectation that the agency will take responsibility for sharing this information with all agency staff licensed to use the system.
4. DHHS will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will be available by contacting DHHS Administrative Staff.

III. Agency and DHHS Responsibilities for Privacy and Confidentiality Requirements

A. Protection of Program participant Privacy

1. The Agency will comply with all applicable federal and state laws regarding protection of program participant information.
2. The Agency will comply specifically with Federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of alcohol and/or drug abuse records.
3. The Agency will comply specifically with the *Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164*, and corresponding regulations established by the U.S. Department of Health and Human Services.
4. The Agency will comply with all DHHS Policies and Procedures as established by the City of Long Beach and HMIS sub-committee.

B. Program Participant Confidentiality

1. The Agency agrees to provide a copy of the HMIS *Privacy Notice* to each program participants, as requested. The Agency will provide a verbal explanation of the HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the *Privacy Notice* or associated Consent Form(s). Additionally, the Agency will post the HMIS *Privacy Notice* wherever HMIS data entry is being conducted.
2. The Agency will not solicit or enter information from program participants into the HMIS database unless it is essential to provide services or conduct evaluation or research.
3. The Agency will not divulge any confidential information received from the HMIS to any organization or individual without informed consent by the program participant, unless otherwise permitted by applicable regulations or laws.
4. The Agency will ensure that all licensed staff who are issued a User Account and Password to the HMIS will:
 - Abide by this Participation Agreement including all associated confidentiality provisions.

- Be responsible for oversight of agency specific confidentiality requirements.
 - Ensure that users have on file a signed User Agreement, which outlines their individual agreement to responsibly uphold program participant confidentiality.
5. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information inputted and utilized from the system by the Agency is strictly the responsibility of the Agency.
 6. The Agency agrees to enforce standards as stated within the User Agreement for all users employed by the agency.
 7. The Agency will ensure program participant address or location of any housing will not be made public, except as provided under a preexisting privacy policy of the agency and consistent with State and local laws regarding privacy and obligations of confidentiality

C. Electronic Information Sharing

The Agency acknowledges that all forms provided for HMIS regarding program participant privacy and confidentiality are required to be used by the Agency, but may require specific additions in accord with Agency-specific rules.

DHHS will review and provide feedback on all forms to ensure that the Agency's feedback is in compliance with the laws, rules and regulations that govern its organization through participation with the HMIS User Group.

1. The Agency acknowledges that informed program participant consent is required before sharing basic identifying program participant information with other Agencies in the system. The Agency will document program participant consent on the HMIS *Program Participant Consent for Release of Information (ROI)* form.
2. The Agency will use the *HMIS ROI* form to share restricted program participant data within or obtained from the HMIS. Restricted information, including progress notes and counseling notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not be shared with other participating Agencies without the program participant's informed consent.
3. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the HMIS.
4. The Agency agrees to place all signed *ROI* forms related to the HMIS in a file to be located at the Agency's program site address and to upload and attach such forms into the HMIS. Such forms will be made available to the DHHS for periodic audits. The Agency will retain these HMIS-related *ROI* forms for a period of 5 years, after which time the forms will be discarded in a manner that ensures program participant confidentiality is not compromised.

5. The Agency acknowledges that program participants who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible. For program participants who decline to share data in the HMIS, the Agency must maintain the program participant's file and have the program participant sign the *Decline to Participate in HMIS* form and the *Consent Authorizing Release and Sharing of Information* in order to share program participant information among other agencies without using HMIS.
6. The Agency will ensure that all HMIS *ROI* forms are renewed on an annual basis, should program participant services exceed a 12-month period.

D. Custody of Data

1. The Agency acknowledges, and DHHS agrees, that the Agency retains ownership over all information it enters into the HMIS.
2. All data is backed-up online and stored on a central file server by Bowman Systems L.L.C. (Bowman). Each night Bowman makes a backup of the database and secures it in a bank vault. In the event that the CoC no longer uses Bowman as an HMIS agency, the program participant data will be available to DHHS in a .csv or XML format.

IV. Agency Requirements for Data Entry and Regular Use of HMIS

1. If a program participant has previously given the Agency permission to view their information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission with regard to one or more of these agencies, the Agency will contact its partner agency/agencies and explain that, at the program participant's request, future portions of that program participant record will no longer be shared. The Agency will lock the individual section within the system from that day forward and the program participant shall sign the *Decline to Participate in HMIS* form and the *Consent Authorizing Release and Sharing of Information* to share information without using the HMIS. The Agency acknowledges that once that HMIS *ROI* forms expires (1 year after initial consent), any new information entered into the database shall be locked. The Agency shall lock information entered from that day forward until the program participant signs a new consent form. Information entered before the date of the expired release will continue to be available to the sharing partners.
2. The Agency will enter all required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development including the CoC Programs, HUD Emergency Solutions Grant Programs, Single Room Occupancy or Housing Opportunities for Persons with AIDS projects.
3. The Agency will enter data in a real time consistent manner, with a minimum standard of daily data entry. **The Agency understands that all relevant program participant data entry must be completed prior to the end of the operational period in order to be reflected in the reporting module for the time period of the grant.**

4. The Agency will routinely review records it has entered in the HMIS for completeness and data accuracy.
5. The Agency will not knowingly enter inaccurate information into HMIS.
6. The Agency acknowledges that with a current standard HMIS *ROI* form on file, it can update, edit, and print out a program participant's information. Once the HMIS *ROI* form expires, the Agency can no longer enter or update the information of the program participant(s) without locking the file.
7. The Agency will utilize the HMIS for business purposes only.
8. The Agency will keep updated virus protection, anti-spyware and firewall software on Agency computers that access the HMIS and will follow the recommendations outlined in the HMIS Access Requirements document.
9. Transmission of material in violation of any United States Federal or State regulations is prohibited.
10. The Agency will not use the HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
11. The Agency agrees to participate in User Meetings convened by DHHS to discuss procedures, updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate at least one specific staff member to attend all User Meetings.
12. The Agency agrees to inform program participants of their right to file a grievance with DHHS and that a Grievance Form will be available at all sites where HMIS information is collected.
13. The Agency agrees to ensure that licensed users do not share their individual User Identification and Password with unauthorized agency staff.
14. The Agency agrees to ensure that users only access HMIS from DHHS authorized computers through the installation of a Public Key Infrastructure (PKI) certificate. Remote access to the HMIS, through the use of laptops or other devices, must adhere to DHHS policies and regulations.
15. The Agency agrees to ensure that all licensed users have received complete HMIS training provided by DHHS staff.
16. The Agency agrees to ensure user accounts are kept active. If a user is inactive, as defined by no login for 30 days, the user will receive a warning to login within 7 days. If after 7 days the user has not logged in, the license will be revoked. In order to be reinstated, the user must attend additional training.
17. The Agency agrees to ensure that DHHS staffs are notified immediately or within 3 days if a user leaves a job or no longer requires HMIS access.
18. The Agency acknowledges that each issued User License is valid for one user only.

19. Notwithstanding any other provision of this *Participation Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of HMIS that DHHS publishes in collaboration with the HMIS sub-Committee.

V. Agency and DHHS Publication of Reports

1. The Agency agrees that it may only release non-identifying program participant information generated by the HMIS that is specific to its own projects.
2. DHHS reserves the right to publish reports related to performance and outcome for research purposes. Such reports will be governed through policies established by the HMIS Sub-Committee and in accordance with local, state, and federal laws.

VI. Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the HMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the HMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of system access, and where appropriate, legal action against the offending entities.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

Agency Signature:

DHHS Signature:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____