

CITY OF GLENDALE



HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) GOVERNANCE CHARTER

INTRODUCTION

PURPOSE

The purpose of this governance charter is to outline the primary responsibilities and delegated authority of the HMIS Lead for the management of the LA CoC HMIS.

1.2 BACKGROUND

City of Glendale is an independent unit of local government. City of Glendale/Glendale Housing Authority is the lead agency/Collaborative applicant to provide leadership, advocacy, planning, and management of program funding within the Glendale CoC which is part of the LA/Pasadena collaborative

In 2001, the US Department of Housing and Urban Development (HUD) required all Continuum of Care (CoC) to implement a Homeless Management Information System (HMIS) to measure the effectiveness of programs serving homeless people. The Southern California Regional HMIS Collaborative (SCR Collaborative) was then formed to implement a HMIS that will permit the sharing of client level data across jurisdictions and the aggregating of data on a regional and subregional basis. The SCR Collaborative consists of four Continua of Care (CoC) systems in two urban counties, including the Glendale CoC, LASHA CoC, and Pasadena CoC.

VISION

The SCR Collaborative is dedicated to providing the best possible, highest quality regional HMIS to enhance the delivery of services for persons experiencing homelessness. Specifically, the HMIS will:

- Facilitate the coordination of service delivery for homeless persons;
- Enable agencies to track referrals and services provided, report outcomes, and manage client data using accessible, user-friendly and secured technology; and
- Enhance the ability of policy makers and advocates to gauge the extent of homelessness and plan services appropriately throughout Los Angeles and Orange Counties.

MISSION STATEMENT

The SCR Collaborative will use HMIS to advance the provision of quality services for homeless persons, improve data collection, and promote more responsive policies to end homelessness in Los Angeles County and Orange County.

GENERAL UNDERSTANDING

1.1 HMIS LEAD AGENCY

City of Glendale has been appointed as the HMIS Lead to operate the City of Glendale's CoC's HMIS.

1.2 SCR HMIS STEERING COMMITTEE

City of Glendale and the other members of the SCR Collaborative created the SCR HMIS Steering Committee to coordinate regional implementation of HMIS, including planning, software selection, and developing and updating agreements, policies and procedures.

1.3 HMIS DESIGNATION

City of Glendale designates Bitfocus Inc as the official HMIS for its geographic area.

1.4 COMPLIANCE WITH HUD HMIS STANDARDS

HMIS is operated in compliance with HUD HMIS Data and Technical Standards and other applicable laws.

1.5 CITY OF GLENDALE COC POLICIES AND PROCEDURES

HMIS operates within the framework of agreements, policies, and procedures that have been developed and approved by the SCR HMIS Steering Committee. The agreements, policies and procedures include but are not limited to the LA/OC HMIS Policies and Procedures, HMIS Agency Agreement, HMIS User Agreement, Client Consent and Information Release Forms, and Privacy and Mandatory Collection Notices. The SCR HMIS Steering Committee will review and approve the policies and procedures on an annual basis to comply with HUD HMIS Standards. City of Glendale will adopt and enforce the approved policies and procedures.

GOVERNANCE STRUCTURE

City of Glendale is the governmental entity responsible for planning, coordinating, and managing resources for homeless programs in the Glendale CoC. It is the organization charged with granting Federal, State, and local funds to homeless providers and with monitoring and evaluating the progress of individual agencies and the continuum as a whole towards reducing and, eventually, eliminating homelessness. City of Glendale's Community Services and Parks Department has also been appointed to be the HMIS Lead for the Glendale CoC to oversee the funding, implementation, and management of HMIS.

As noted before, City of Glendale has agreed to be part of the SCR Collaborative that is composed of four Continuum of Care (CoC) coordinating bodies that individually agreed to maintain a regional HMIS that allows client-level data sharing, reporting coordination, and collaboration with system management processes. The SCR Collaborative is not a legal entity, but refers to the commitments and expectations of its individual members, each of whom will be responsible for enforcing the terms and conditions defined in the SCR Collaborative Memorandum of Understanding (MOU). Based on the requirements outlined in the MOU, each CoC must designate at least one representative, primarily the CoC HMIS System Administrator, to serve on the SCR HMIS Steering Committee.

The SCR HMIS Steering Committee is responsible for overseeing the coordinated implementation, planning, and decision-making of HMIS in Los Angeles and Orange Counties. The SCR HMIS Steering Committee meets biweekly to review the progress of implementation, identify and resolve problems, manage compliance with revised HMIS Data and Technical Standards, update policies and procedures, and review reports. Agendas and related meeting materials are provided to members prior to the meeting via email. Conference calls access to meetings is provided to allow members to participate remotely.

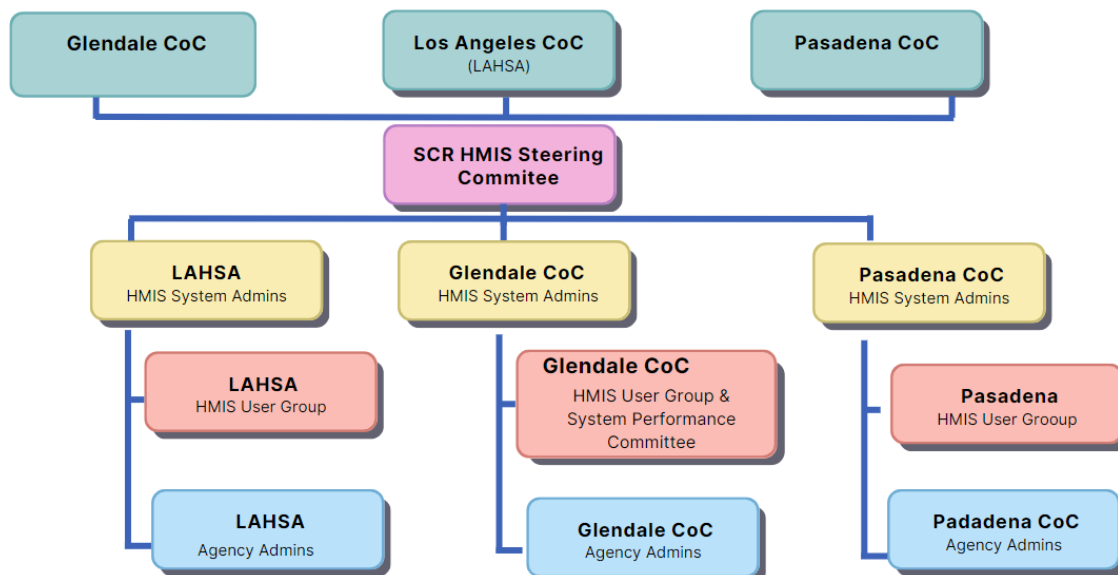
The SCR HMIS Steering Committee will strive to make its decisions and recommendations by consensus. A quorum is required to make a consensus decision. A quorum is a minimum of four members with one member representing each CoC. If consensus cannot be reached after protracted deliberation, it has the option to call for a vote and each member will cast one vote on behalf of their CoC jurisdiction.

Agencies have a critical role in the governance process that informs the development and operations of HMIS. Each agency is to designate an Agency Administrator to act as the liaison for HMIS and communicate to the CoC HMIS System Administrator of any system concerns and needs. Each CoC also facilitates quarterly HMIS User Group, composed of a wide array of members from agencies, to determine needs, priorities, and obtain recommendations on system enhancements.

The HMIS System Administrator utilizes input from the Agency Administrator and HMIS User Groups and advises the SCR HMIS Steering Committee on specific matters related to the development and operation of HMIS.

The following chart provides an overview of the governance structure, relationship among groups and the participation channels of providers within the formal process.

HMIS GOVERNANCE STRUCTURE



SPECIFIC RESPONSIBILITIES

GLENDALE (COC AND HMIS LEAD)

Responsibilities

Project Management

- Designate and manage a single HMIS for its geographic area.
- Administer vendor contract.
- Ensures that the HMIS is administered in compliance with HUD requirements.
- Serves as the applicant to HUD for any HMIS grants that will cover the CoC geographic area.
- Oversees the day-to-day operation and management of HMIS.
- Provide overall staff for the project.
- Follow and update annually the HMIS governance charter that includes all procedures and policies needed to comply with 24 CFR subpart B of Section 578.7.
- Ensures the operation and consistent participation by recipients and subrecipients of CoC and Emergency Solutions (ESG) Program funds, including oversight of the HMIS and any necessary corrective action to ensure that the HMIS compliance federal requirements. Develop and review policies and procedures for all service provider in collaboration with the SCR HMIS Steering Committee.
- Execute participation agreements with every contributing HMIS organization.
- Monitor CHOs for compliance with HMIS.
- Ensures HMIS is capable of producing HUD-mandated reports.
- Maintain a central queue and timeline of enhancements, deliverables and resolutions, and custom reports.
- Schedule, coordinate, and hold quarterly HMIS User Forum meetings.
- Provide and maintain the HMIS website.
- Protect confidential data in compliance with HUD HMIS Standards.
- Communicate to participating agencies via email, newsletter, and HMIS website of HMIS information and operational status.
- Produce an unduplicated count of persons experiencing homelessness.
- Identify patterns of service use by at-risk and homeless populations.
- Measure program and system-level performance.

Policies and Procedures

- Implement policies and procedures.
- Develop, review, and annually update the privacy, security, and data quality plans.
- Ensure and maintain written HMIS Agency Participation Agreements with every service provider.
- Ensure and maintain written HMIS End User Agreements with every authorized user.
- Ensure that HMIS maintains timely compliance with all HUD HMIS Standards.
- Ensure adherence by agency staff with the HMIS data and system security protocols as outlined by CoC and HUD.
- Monitor data quality and take the necessary actions to maintain input of high-quality data from every service provider.
- Monitor compliance of participating agencies with data quality, security, and privacy and confidentiality policies.

Training and Technical Assistance

- Provide training and user guidance to ensure appropriate system use, data entry, data reporting, and data security and confidentiality.
- Ensure there is weekly basic training available to participating agencies.
- Ensure participating agencies and users receive training prior to obtaining system access.
- Ensure technical assistance and help desk support is available and accessible to participating agencies on a regular basis.

Data Quality

- Develop and enforce data quality plan and standards.
- Ensure all client and homeless program data are collected in adherence to the HUD HMIS Data Standards.
- Monitor and ensure data quality.
- Provide technical assistance and training in data quality to all participating agencies.
- Assist participating agencies with agency-specific data collection and reporting needs, such as the APR and program reports (within reason and within constraints of budget and other duties).
- Produce an unduplicated count of persons experiencing homelessness.
- Describe the extent and nature of homelessness locally, and provide aggregate data for regional, state and national reporting.

SCR HMIS STEERING COMMITTEE

Responsibilities

- Develop and approve regional policies and procedures.
- Review and update any needed agreements, policies and procedures. The policies and procedures will be in accordance with HUD requirements and notices and reviewed on an annual basis.
- Jointly reviews HMIS functionality changes and updates.
- Develop reporting, analysis, and release of information protocols, and identification of Continuum and regional data standards and elements for agencies participating in HMIS.
- Ensure HMIS meets HUD reporting requirements, to include the required Annual Performance Report (AHAR) for all HUD-funded program, the Annual Homeless Assessment Report (AHAR) submitted to the US Congress.
- Meet biweekly to present and review input gathered from a wide array of HMIS Users about the impact of HMIS implementation on homeless programs, including interface navigation, reporting and training needs, data sharing, data quality, client confidentiality, and other issues or concerns related to HMIS.
- Organize and agree on deliverables that required changes to the software.

DATA GOVERNANCE & SECURITY:

- HMIS Participating Agencies shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the LA HMIS Policies and Standard Procedures on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS System Admin LEAD (Glendale CoC) may conduct periodic assessments of agency to monitor its compliance with the Security Rule.
- The CoC HMIS System administrator conducts ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive information produced from the HMIS on the confidentiality of such information. Agencies will participate in such training as is provided from time to time by HMIS lead. Representatives of Glendale HMIS lead are reasonably available during HMIS's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

The steps Agencies and HMIS lead must take to maintain security and confidentiality include, but are not limited to:

A. Access: CoC system Administrator will permit password-protected access to the HMIS only to authorized agency staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Sys admin will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics : Prior to permitting any User to access HMIS, Agency administrators will require the User to sign an HMIS User Agreement/Code of Ethics (“User Code of Ethics”), which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS System Admin LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

APPENDICES	
Appendix	Document Title
Appendix A	HMIS Participating Organization Agreement
Appendix B	HMIS User Agreement
Appendix C	Consent to Share Protected Personal Information
Appendix D	Privacy Notice
Appendix E	Note Regarding Collection of Personal Information
Appendix F	Revocation of Consent
Appendix G	Interagency Data Sharing Consent Form
Appendix H	Grievance Form
Appendix I	Client Rights Brochure
Appendix J	HMIS User Termination Form

GREATER LOS ANGELES HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS) PARTICIPATING ORGANIZATIONS AGREEMENT

I. Purpose

The HMIS is a HUD-mandated information technology system that is designed to capture client-level information over time, on the characteristics and service needs of homeless persons. Client data is maintained on a central server, which will contain all client information in an encrypted state. HMIS integrates data from all homeless service providers and organizations in the community and captures basic descriptive information on every person served. Participation in LA HMIS allows organizations to share information with other Participating Organizations to create a more coordinated and effective delivery system.

The LA HMIS is the secured electronic database for Greater Los Angeles and is a valuable resource for local communities. The LA HMIS Collaborative consists of several separate Continuums of Care (CoC). The LA HMIS Collaborative's goal is to provide a comprehensive case management system to advance the provision of quality services for homeless persons, improve data collection, and promote more responsive policies to end homelessness in the Greater Los Angeles.

II. Agreement and Understanding

This Agreement authorizes this Participating Organizations (Organization) to designate HMIS Users (User). A User is a staff person entrusted to enter Protected Personal Information (PPI) into the LA HMIS, on behalf of this Organization. To allow a User to access the LA HMIS, a User Agreement must be signed by the User, the HMIS Administrator, and this Organization's Authorized Representative.

III. Confidentiality and Informed Consent

Confidentiality: This Organization must require all Users to abide by its organization's policies and procedures; uphold all privacy protection standards established by the LA HMIS Collaborative Policies and Procedures; and comply with all relevant federal and State of California confidentiality laws and regulations that protect client records. Except where otherwise provided for by law, this Organization shall ensure that confidential client records are released with the client's written consent.

Written Consent: To obtain written consent, prior to each client's assessment, each client must be informed that the client's information will be entered into an electronic database called HMIS. The terms of the *Consent to Share Protected Personal Information* form must also be explained to each client. Clients who agree to have their PPI entered into the LA HMIS must sign the *Consent to Share Protected Personal Information* form.

Verbal Consent: Verbal consent to enter PPI into the LA HMIS may be obtained during circumstances such as phone screenings, street outreach, or community access center sign-ins. Each client must be informed that his or her information will be entered into the HMIS database. The terms of the *Consent to Share Protected Personal Information* form must also be explained to each client. The client's written consent must be obtained once the client appears for his or her initial assessment.

IV. Client's Rights

The client has a right to receive a copy of this notice at the time of request.

Each client has the right to receive the following, no later than five (5) business days of a written request:

- A correction of inaccurate or incomplete PPI
- A copy of his or her consent form
- A copy of his or her HMIS records
- A current list of Participating Organizations that have access to HMIS data

Right to Make Corrections

If the client believes that their PPI in HMIS is incorrect or incomplete, the client has the right to request for a correction. To ask for either of these changes, the client will need to send a written request, including the reason why he or she believes the information is incorrect or incomplete to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down the request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete;
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: "The participant disputes the accuracy of this entry."

V. Data Use

This Organization must protect HMIS data by ensuring that:

- A link to the Privacy Notice is accessed from the Organization's website.
- LA HMIS is not accessible to unauthorized Users
- LA HMIS is only accessed by computers approved by the Organization
- HMIS Users are trained regarding user responsibilities and conduct
- HMIS Users who violate the User Agreement are reported to the HMIS Administrator within 24 hours of knowledge of the violation, including violations that are not directly related to the use of HMIS.
- HMIS Users sign and comply with the *LA HMIS User Agreement*
- HMIS Users are provided with a written copy of updates and/or changes to the User Agreement, within 3 business days of this Organization receiving the updates from the HMIS Administrator
- HMIS Users forward a copy of a client's *Revocation of Consent* to the HMIS Administrator within 24 hours of receipt.

VI. Responsibilities

This Organization is responsible to ensure that:

- The *Notice Regarding Collection of Personal Information* is posted at each intake desk or comparable location.
- HMIS Users do not misuse the system
- Clients are notified if a breach of their PPI is discovered
- Any HMIS User who finds a possible security lapse on the system is obligated to immediately report it to the HMIS Administrator.
- A signed copy of the *Consent to Share Protected Personal Information* is retained for a period of seven (7) years after the PPI was created or last changed.

VII. System Use

Computer equipment and services provided by a CoC are intended only for LA HMIS-related activities. Prohibited uses include, but are not limited to: malicious or illegal activities; unauthorized access; the creation, sending and/or storing of fraudulent, threatening, harassing, or obscene messages; inappropriate mass mailing (spamming, flooding,

bombing); denial of service attacks; and the creation or intentional distribution of computer viruses, worms, and/or Trojan horses.

Equipment, if applicable: All CoC-provided computer equipment including, but not limited to, printers, scanners, laptops and monitors, were provided through grant funds from HUD. The maintenance and upgrades of these devices are subject to the requirements and funding limitations of the HUD grant. Maintenance and/or upgrade costs to equipment, incurred after the HUD grant funds have been exhausted, become the sole responsibility of this Organization.

Software, Licenses, and/or Services, if applicable: CoC-provided services to each organization may include, but are not limited to, purchasing and installing Anti-Virus Software and licenses, Firewall software and licenses, Windows software updates and High-Speed Internet Connections. The software and/or services are provided for HMIS purposes through HUD grant funds. The maintenance, upgrades and license purchases are subject to the requirements and funding limitations of the HUD grant. Additional maintenance, upgrades and license purchases, incurred after the grant funds have been exhausted, become the sole responsibility of this Organization.

VIII. Rights and Privileges

LA HMIS data is stored in one central database and is owned by the LA HMIS Collaborative. The LA HMIS Collaborative reserves all rights to the HMIS data. Use of the LA HMIS equipment, software, licenses, and/or services is a privilege and is assigned and managed by each HMIS Administrator.

IX. Copyright

The LA HMIS and other CoC-provided software are protected by copyright and are not to be copied, except as permitted by law or by contract with the owner of the copyright. The number and distribution of copies of any CoC-provided software are at the sole discretion of the HMIS Administrator.

X. Violations

Any violations or suspected violations of any of the terms and conditions of this agreement, the HMIS User Agreement, and/or the HMIS Policies and Procedures, must be immediately and confidentially reported to the HMIS Administrator and the Executive Director or other authorized representative of this Organization.

XI. Term

This Participating Organizations Agreement becomes effective on the date of final execution and shall remain in effect unless terminated pursuant to paragraph XI. Termination, below.

XII. Amendment and Termination

- The LA CoC reserves the right to amend this agreement by providing a 3-day notice to this Organization.
- Either party has the right to terminate this agreement, with or without cause, by providing a 3-day written notice to the other party.
- If this agreement is terminated, this Organization shall no longer have access to HMIS or any information therein. The remaining LA HMIS Participating Organizations shall retain the right to use all client data previously entered by this Organization, subject to any restrictions requested by the client.

All organizations that sign this agreement and are granted access to the LA HMIS agree to abide by LA's HMIS Collaborative Policies and Procedures. The signature of the Executive Director or other authorized representative of this Organization indicates acceptance of all terms and conditions set forth in this agreement.

This Agreement is executed between the CoC and the Participating Organizations. Upon final execution, this Organization will be given access to the LA HMIS.

Organization Name	CoC Name
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Organization Administrator/Authorized Representative (Print Name)	HMIS Administrator Name (Print Name)
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Signature	Signature
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Date of Signature	Date of Signature
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B: HMIS User Agreement

GREATER LOS ANGELES HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS) USER AGREEMENT

I. Purpose

The LA HMIS is the secured electronic database for the Greater Los Angeles and is a valuable resource for local communities. The LA HMIS Collaborative consists of several Continuums of Care (CoC). The LA HMIS Collaborative's goal is to provide a comprehensive case management system to advance the provision of quality services for homeless persons, improve data collection, and promote more responsive policies to end homelessness in the Greater Los Angeles.

II. Agreement and Understanding

This Agreement authorizes you, an HMIS User (User), to enter Protected Personal Information (PPI) into the LA HMIS, as authorized by your organization and the CoC HMIS Administrator. You must complete the necessary training(s) prior to receiving a unique HMIS User Identification (User ID) and password.

II. Client Confidentiality and Informed Consent

Confidentiality: This User must abide by its organization's policies and procedures; uphold all privacy protection standards established by the LA HMIS Collaborative Policies and Procedures; and comply with all relevant federal and State of California confidentiality laws and regulations that protect client records.

Written Consent: To obtain written consent, prior to each client's assessment, Users must inform each client that the client's information will be entered into an electronic database called HMIS. Users must also explain the terms of the *Consent to Share Protected Personal Information* form. Each client who agrees to have his or her PPI entered into the LA HMIS must sign the *Consent to Share Protected Personal Information* form.

Verbal Consent: Verbal consent to enter PPI into the LA HMIS may be obtained during circumstances such as phone screenings, street outreach, or community access center sign-ins. Users must inform each client that the client's information will be entered into the HMIS database. Users must also explain the terms of the *Consent to Share Protected Personal Information* form. The client's written consent must be obtained once the client appears for his or her initial assessment.

III. Client Rights

- A client may not be denied services for failure to provide consent for LA HMIS data collection.
- A client has the right to inspect, copy, and request changes in their LA HMIS records.
- A client's consent may be revoked by that client at any time through a written notice or by completing the Revocation of Consent form.
- A copy of the Privacy Notice must be provided at the time the client requests.
- Each client has the right to receive the following, no later than five (5) business days of a written request:
 - A correction of inaccurate or incomplete PPI
 - A copy of his or her consent form;
 - A copy of his or her HMIS records; and
 - A current list of Participating Organizations that have access to HMIS data.

Right to Make Corrections

If the client believes that their PPI in HMIS is incorrect or incomplete, the client has the right to request for a correction. To ask for either of these changes, the client will need to send a written request, including the reason why he or she believes the information is incorrect or incomplete to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down the request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete;
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: "The participant disputes the accuracy of this entry."

IV. User Responsibilities and Conduct

I understand and agree that:

- I have an ethical and a legal obligation to ensure that the data I collect and enter into HMIS is accurate and does not misrepresent the client's information.
- I will not reveal or release PPI to unauthorized organizations, individuals or entities.
- I will use the data within the HMIS only for the purposes of homeless service delivery.
- I am not permitted to access the HMIS from any computer that has not been designated or approved by my organization.
- I will never use the HMIS to perform an illegal or malicious act.
- I acknowledge that HMIS contains confidential and sensitive information. Accordingly, I understand and agree that my access to HMIS may be suspended and/or permanently revoked as a result of my unethical or illegal actions, even if those actions were not related to my use of HMIS. Unethical or illegal actions may include, but are not limited to, breach of trust or fiduciary duty, harassment, fraud, threats, etc., in relation to person seeking or receiving services.
- I authorize this Organization to release any and all information, related to my unethical or illegal conduct mentioned above, to the HMIS Administrator
- I will not attempt to increase the level of access to which I am authorized, or attempt to deprive other HMIS Users of access to the HMIS.
- My HMIS User ID and password shall be kept secure and will not be shared.
- I will refrain from leaving my computer unattended while logged into the system.
- I will protect and store client information printed from HMIS in a secure location.
- I will dispose of PPI printed from HMIS, when it is no longer needed, in a manner that maintains client confidentiality.
- If I suspect or encounter a security breach, I will immediately notify my organization's HMIS administrator.
- If my relationship with my organization changes or terminates, any client information that I entered into or obtained from the HMIS must remain confidential.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the HMIS. Profanity and offensive language are also not permitted in the HMIS.
- PPI that is transmitted electronically must be password protected to maintain confidentiality.

- I will comply with my organization’s policies and procedures and the LA HMIS Collaborative Policies and Procedures in my use of HMIS. The LA HMIS Collaborative Policies and Procedures can be access from your CoC HMIS website.
- If the HMIS Administrator updates or makes changes to this Agreement, I will be provided with a written notice of the changes from the Organization named below. I understand and agree that I will be responsible to comply with all such updates and/or changes.
- Any violation of this User Agreement is grounds for immediate suspension or revocation of my access to the HMIS.

My signature below confirms my agreement to comply with all the provisions of this Greater Los Angeles HMIS User Agreement.

Organization Name

Organization Administrator/Authorized Representative
(Print Name)

User First and Last Name (Print Name)

Signature

Signature

Date of Signature

Date of Signature

DO NOT WRITE IN THIS SECTION. (FOR HMIS ADMINISTRATOR STAFF ONLY.)

HMIS Staff Name: _____ Date: _____

Date of Training: _____ Trainer: _____

HMIS User ID: _____ Date User ID Issued: _____

Appendix C: Consent to Share Protected Personal Information

GREATER LOS ANGELES

HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS) CONSENT TO SHARE PROTECTED PERSONAL INFORMATION

The LA HMIS is a local electronic database that securely record information (data) about clients accessing housing and homeless services within the Greater Los Angeles County. This organization participates in the HMIS database and shares information with other organizations that use this database. This information is utilized to provide supportive services to you and your household members.

What information is shared in the HMIS database?

We share both Protected Personal Information (PPI) and general information obtained during your intake and assessment, which may include but is not limited to:

- Your name and your contact information
- Your social security number
- Your birthdate
- Your basic demographic information such as gender and race/ethnicity
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your self-reported medical history, including any mental health and substance abuse issues
- Your case notes and services
- Your case manager's contact information
- Your income sources and amounts; and non-cash benefits
- Your veteran status
- Your disability status
- Your household composition
- Your emergency contact information
- Any history of domestic violence
- Your photo (optional)

How do you benefit from providing your information?

The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members. By sharing your information, you may be able to avoid being screened more than once, get faster services, and minimize how many times you tell your 'story.' Collecting this information also gives us a better understanding of homelessness and the effectiveness of services in your local area.

Who can have access to your information?

Organizations that participate in the HMIS database can have access to your data. These organizations may include homeless service providers, housing groups, healthcare providers, and other appropriate service providers.

How is your personal information protected?

Your information is protected by the federal HMIS Privacy Standards and is secured by passwords and encryption technology. In addition, each Participating Organizations has signed an agreement to maintain the security and confidentiality of the information. In some instances, when the Participating Organizations is a health care organization, your information may be protected by the privacy standards of the Health Insurance Portability and Accountability Act (HIPAA).

By signing below, you understand and agree that:

- You have the right to receive services, even if you do not sign this consent form.
- You have the right to receive a copy of this consent form.
- Your consent permits any participating organization to add to or update your information in HMIS, without asking you to sign another consent form.
- This consent is valid for seven (7) years from the date the PPI was created or last changed.
- You may revoke your consent at any time, but your revocation must be provided either in writing or by completing the Revocation of Consent form. Each Participating Organization that entered information into HMIS will continue to have access to your PPI, but the information will no longer be available to any other Participating Organization.
- The Privacy Notice for the LA HMIS contains more detailed information about how your information may be used and disclosed. A copy of this notice is available upon request.
- No later than five (5) business days of your written request, we will provide you with:
 - A correction of inaccurate or incomplete PPI
 - A copy of your consent form
 - A copy of your HMIS records; and
 - A current list of participating organizations that have access to your HMIS data.
- Aggregate or statistical data that is released from the HMIS database will not disclose any of your PPI.
- You have the right to file a grievance against any organization whether or not you sign this consent.
- You are not waiving any rights protected under Federal and/or California law.

Right to Make Corrections

If you believe that your PPI in HMIS is incorrect or incomplete, you have the right to request a correction. To ask for either of these changes, send a written request, including the reason why you believe the information is incorrect or incomplete, to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down your request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete.
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: "The participant disputes the accuracy of this entry."

SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your minor children (if any), entered into the HMIS database. You also consent to share your information with other Participating Organizations as described in this consent form.

I consent to sharing my photograph. (Check here)

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Signature _____ Date _____

Head of Household (Check here)

Minor Children (if any):

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Print Name of Organization Staff

Print Name of Organization

Signature of Organization Staff

Date

Appendix D: Privacy Notice

GREATER LOS ANGELES HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS) PRIVACY NOTICE

THIS PRIVACY NOTICE EXPLAINS UNDER WHAT CIRCUMSTANCES WE MAY SHARE AND DISCLOSE YOUR INFORMATION FROM THE LA HMIS. THIS NOTICE ALSO EXPLAINS YOUR RIGHTS REGARDING YOUR CONFIDENTIAL INFORMATION.

PLEASE READ IT CAREFULLY.

(Organization Name Here) collects and shares information about individuals who access our services. The information is confidentially stored in a local electronic database called the Greater Los Angeles Homeless Management Information System (LA HMIS). The LA HMIS securely records information (data) about persons accessing housing and homeless services within Los Angeles.

We ask for your permission to share confidential personal information that we collect about you and your family. This confidential information is referred to as Protected Personal Information (PPI). We are required to protect the privacy of your PPI by complying with the privacy practices described in this Privacy Notice.

Why We Collect and Share Information

The information we collect and share in the HMIS helps us to efficiently coordinate the most effective services for you and your family. It allows us to complete one universal intake per person; better understand homelessness in your community; and assess the types of resources needed in your local area.

By collecting your information for HMIS, we are able to generate statistical reports requested by the Department of Housing and Urban Development (HUD).

The Type of Information We Collect and Share in the HMIS

We collect and share both PPI and general information obtained during your intake and assessment, which may include but is not limited to:

- Name and contact information
- Social security number
- Birthdate
- Demographic information such as gender and race/ethnicity

- History of homelessness and housing (including current housing status and where and when services have been accessed)
- Self-reported medical history including any mental health and substance abuse issues
- Case notes and services
- Case manager's contact information
- Income sources and amounts; and non-cash benefits
- Veteran status
- Disability status
- Household composition
- Emergency contact information
- Domestic violence history
- Photo (optional)

How Your Personal Information Is Protected in the HMIS

Your information is protected by passwords and encryption technology. Each HMIS user and Participating Organizations must sign an agreement to maintain the security and privacy of your information. Each HMIS user or Participating Organizations that violates the agreement may have access rights terminated and may be subject to further penalties.

How PPI May Be Shared and Disclosed

Unless restricted by other laws, the information we collect can be shared and disclosed under the following circumstances:

- To provide or coordinate services.
- For payment or reimbursement of services for the Participating Organizations.
- For administrative purposes, including but not limited to HMIS Administrator(s) and developer(s), and for legal, audit personnel, and oversight and management functions.
- For creating de-identified PPI.
- When required by law or for law enforcement purposes.
- To prevent a serious threat to health or safety.
- As authorized by law, for victims of abuse, neglect, or domestic violence.
- For academic research purposes.
- Other uses and disclosures of your PPI can be made with your written consent.

Providing Your Consent for Sharing PPI in the HMIS

If you choose to share your PPI in the LA HMIS, we must have your written consent. *Exception:* In a situation where we are gathering PPI from you during a phone screening, street outreach, or community access center sign-in, your verbal consent can be used to share your information in HMIS. If we obtain your verbal consent, you will be requested to provide written consent during your initial assessment. If you do not appear for your initial assessment, your information will remain in HMIS until you revoke your consent in writing.

You have the right to receive services even if you do not consent to share your PPI in the LA HMIS.

How to Revoke Your Consent for Sharing Information in the HMIS

You may revoke your consent at any time. Your revocation must be provided either in writing or by completing the *Revocation of Consent* form. Each Participating Organization that entered information into HMIS will continue to have access to your PPI, but the information will no longer be available to any other Participating Organization.

Your Rights to Your Information in the HMIS

You have the right to receive the following, no later than five (5) business days of your written request:

- A correction of inaccurate or incomplete PPI;
- A copy of your consent form;
- A copy of the LA HMIS Privacy Notice;
- A copy of your HMIS records; and
- A current list of Participating Organizations that have access to your HMIS data.

You can exercise these rights by making a written request to this organization.

Right to Make Corrections

If you believe that your PPI in HMIS is incorrect or incomplete, you have the right to request a correction. To ask for either of these changes, send a written request, including the reason why you believe the information is incorrect or incomplete, to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down your request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete.
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: “The participant disputes the accuracy of this entry.”

Your Privacy Rights Regarding Your Information in the HMIS

If you believe your privacy rights have been violated, you may send a written grievance to this organization. You will not be retaliated against for filing a grievance.

If your grievance is not resolved to your satisfaction, you may send a written grievance appeal to your CoC Lead.

Amendments to this Privacy Notice

The policies in this notice may be amended at any time. These amendments may affect information obtained by this organization before the date of the change. Amendments regarding use or disclosure of PPI will apply to information (data) previously entered in HMIS, unless otherwise stated. All amendments to this privacy notice must be consistent with the requirements of the federal HMIS privacy standards. This organization must keep permanent documentation of all privacy notice amendments.

Appendix E: Note Regarding Collection of Personal Information

GREATER LOS ANGELES

HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS)

NOTE REGARDING COLLECTION OF PERSONAL INFORMATION_{LA}

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

A Privacy Notice is available upon request.

Appendix F: Revocation of Consent

**GREATER LOS ANGELES
HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS)
REVOCATION OF CONSENT**

By signing below, I revoke my consent to share my Protected Personal Information (PPI) in the LA HMIS. I understand that each Participating Organization that entered information into HMIS will continue to have access to that information, but the information will no longer be available to any other Participating Organization.

Please provide this form to any Participating Organization that may have entered your PPI into the LA HMIS.

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Signature _____ Date _____

- Check here and fill out the information below if you are requesting that this revocation of consent applies to your dependent(s).

Please note: Each consenting adult must fill out a separate Revocation of Consent form.

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Print Name of Organization

Print Name of Organization Staff

Signature of Organization Staff

Date

Appendix G: Interagency Data Sharing Consent Form

GREATER LOS ANGELES

**HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS)
INTERAGENCY DATA SHARING CONSENT FORM**

Client Name: _____

SSN/Client ID: _____

Date of Birth: _____

Name of Originating Organization: _____

Name of Organization with which to extend Client Data Sharing:

Client Information to Share (**Client: please INITIAL all forms you want to share**):

- Program Entry Required Questions
- Services Provided
- Case Notes
- Assessment (Client Profile)
- Savings Record
- Program Exit Information
- Group Meetings
- Any information as necessary

Client Signature

Date

Appendix H: Grievance Form

**GREATER LOS ANGELES
HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS)
GRIEVANCE FORM**

If you feel a violation of your rights as an HMIS client has occurred or you disagree with a decision made about your “Protected HMIS Information” you may complete this form. Complete this form only after you have exhausted the grievance procedures at your organization. **It is against the law for any organization 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 must be submitted in writing to:

[Enter Address]

Date of offense: _____

Name of Individual who
violated your privacy rights.

Name of Organization who
violated your privacy rights.

Brief description of grievance (what happened):

Best way to contact you: _____

Your name: _____

Your phone: _____

Your mailing address: _____

CoC response date: _____

Recommendation to Organization:

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

Appendix I: Client's Rights Brochure

For Further Homeless Provider Information and Assistance



Greater Los Angeles Homeless Management Information System (HMIS)

Mission: Leveraging technology in a respectful and appropriate manner, HMIS will assist homeless providers, persons experiencing a housing crisis, and policy advocates to end homelessness in the Greater Los Angeles and Orange counties.

Vision: The LA Collaborative is dedicated to providing the best possible, highest quality Homeless Management Information System (HMIS) to enhance the Continuum of Care for persons experiencing homelessness. Specifically, HMIS will:

- o Enable providers to **track services, report outcomes, and manage** client data using accessible and user-friendly technology
- o Enhance the ability of policy makers and advocates **to gauge the extent of homelessness and plan services** appropriately throughout the Greater Los Angeles and Orange counties
- o Ensure persons experiencing a housing crisis receive **streamlined referral, coordinated services, and speedy access** to essential services and housing



Homeless Management Information System (HMIS)

Client Rights & Explanation of Data Uses

**For more information, contact the
HMIS Administrative Office**

Client Rights

Common Client Questions:

Who can access my information?

- Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client information, including all authorized organizations participating in the LA Continuum of Care.

Who will receive my information?

- No information will be released to another individual without your consent.
- Information is stored in an encrypted central database. Only organizations that have signed an HMIS Organization Agreement will have access to HMIS data.

Don't I have a right to privacy?

- Clients do have the right to privacy, and also the right to confidentiality. You are entitled to a copy of the privacy notice upon request.
- Clients have the right to know who has modified their HMIS record.
- You also have the right to request access to your HMIS client records, printed copy of this data, and access to available audit reports. You may not see other clients' records, nor may they see your information.

What if I don't want to provide information?

- Clients have the right not to answer any questions, unless entry into a program requires it.

What if I believe my rights have been violated?

- Clients have the right to file a grievance with the organization or with the HMIS Administrative Office. Grievances must be filed through written notice. Clients will not be retaliated against for filing a complaint.

Grievance

If you feel a violation of your rights as a client has occurred, please contact your organization's HMIS Administrator.

The Continuum of Care HMIS Administrative Office can be notified of violations through written notice.

All participating organizations are responsible for ensuring that security procedures are followed and client rights are respected throughout the organization's HMIS participation.

HMIS

What Is HMIS?

The Homeless Management Information System (HMIS) is a web-based information system. Organizations that serve homeless and at-risk individuals in the Greater Los Angeles need to compile information about the persons they serve.

Why Gather and Maintain Data?

HMIS will gather and maintain unduplicated statistics on a regional level to provide a more accurate picture of our region's homeless and at-risk population. HMIS will also help us understand client needs, help organizations plan appropriate resources for the clients they serve, inform public policy in an attempt to end homelessness, streamline and coordinate services and intake procedures to save client's

Consent

Written Client Consent

Each client must complete a Client Consent to Share Information Agreement allowing release of demographic information to the HMIS. Clients will be required to complete a signed form to be kept on file with the service provider. A copy will be provided to the client.

Appendix J: HMIS User Termination Form

LOS ANGELES COUNTY
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

Termination of Employee

This Termination of Employment form is to notify the HMIS Administrator that the following employee will no longer work for the organization and thus all access needs to be removed exclusively from the HMIS system.

Agency/Organization: _____

Name of Employee: _____

Effective Date of Termination: _____

Authorized by: _____

Please send signed form to Glendale's System

Administrator via HMIS@glendaleca.gov for processing.

HMIS Administrator Use Only:

Status: Completed Pending

Date of Completion: _____

Completed by: _____