



San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC HMIS)

HMIS Participating Agency Agreement

I. Purpose

The San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS) is a web-enabled database used by homeless service providers within San Bernardino County to capture information about the persons they serve.

The goal of SBC CoC HMIS is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. Our mission 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 San Bernardino County.

II. Audience and Agreement

Community Action Partnership of San Bernardino County (CAPSBC) is the HUD grantee responsible for administering the HMIS grant. CAPSBC is the system host and provides the personnel and administrative support to operate the SBC CoC HMIS. CAPSBC is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

This Participating Agency Agreement permits **Foothill AIDS Project** hereafter referred to as "Agency" and its personnel to use the SBC CoC HMIS and security services on their computer systems through an Internet connection. The HMIS "Users" are the guardians entrusted with personal data to be entered and used in the SBC CoC HMIS and the "Client" is the consumer of services.

Agencies granted access to the SBC CoC HMIS agree to abide by all laws, and the SBC CoC HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the SBC CoC HMIS.

The signature of the Head of Agency of the Participating Agency indicates agreement with the terms set forth for a SBC CoC HMIS account for the Agency.

III. Confidentiality and Informed Consent

The Agency agrees to abide by and uphold all privacy protection standards established by SBC CoC HMIS as well as their respective agency's privacy procedures. The Agency will also uphold relevant Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or laws. Access to the SBC CoC HMIS is granted to the Agency based on the following premises:

Oral Explanation: All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Agency will provide an oral explanation of the SBC CoC HMIS and the terms of consent. The agency is responsible for ensuring that this procedure takes place prior to every client interview.

Written Explanation: Each client whose information is being shared with another participating agency must agree via the written Client Consent/ Information Release Form. A client must be informed as to what information is being shared and with whom it is being shared.

Information Release: The Agency agrees not to release client identifiable information to any other organization pursuant to federal and California State law without proper client consent. See attached Client Consent/Information Release Form and Regulations below.

Regulations: The Agency will uphold all relevant Federal and California State confidentiality regulations to protect client records and privacy. In addition, the Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations. Specifically, but not limited to, the following:

The Agency will abide specifically by the Federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42, Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by CFR 42, Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

The Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain

documentation of disclosures of information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.

The Agency will abide specifically with the California Government Code 11015.5 regarding Personal Information Collected on the Internet. In general, the Government Code ensures that any electronically collected personal information about clients cannot be shared with any third party without the client's written consent.

Postings: Privacy and Mandatory Collection notices must be posted at the agency.

The Agency must post Privacy and Mandatory Collection notices at each intake desk or comparable location.

Privacy and Mandatory Collection notices must be made available in writing at the client's request.

If the Agency maintains an agency website, a link to the privacy notice must be on the homepage of the agency's website.

Annual Monitoring/Self Assessment: CAPSBC will conduct an annual monitoring site visit to ensure compliance with HUD and SBC CoC HMIS requirements. CAPSBC will provide utilization report to participating agencies on a regular basis to include data quality and tracking.

IV. Data Use

Data contained in SBC CoC HMIS will only be used to support the delivery of homeless services in the San Bernardino County. Each End-User will affirm the principles of ethical data use and client confidentiality as noted below and contained in the SBC CoC HMIS End-User Agreement.

The Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research.

The Agency understands that all client data will be maintained on a central server, which will contain all client information in an encrypted state. All client identifiable data is inaccessible to unauthorized users.

The Agency shall not be denied access to client data entered by the Agency. Agencies are bound by all restrictions placed upon the data by the client of any Participating Agency.

The Agency shall diligently record in the SBC CoC HMIS all restrictions requested.

The Agency shall not knowingly enter false or misleading data under any circumstances.

The Agency shall maintain appropriate documentation of client consent to participate in the SBC CoC HMIS.

If a client withdraws consent for release of information, the Agency remains responsible to ensure that the client's information is unavailable to all other Agencies.

The Agency shall keep signed copies of the Client Consent/Information Release form for SBC CoC HMIS for a period of seven years.

The Agency shall keep Interagency data sharing agreements and Client Consent/Information Release forms for all individual client data that is shared to non-custodial agencies where the internal policies of the Agency allows data sharing.

V. Responsibilities

The Agency is responsible for ensuring that its staff does not intentionally or unintentionally misuse the system. Such uses are but not limited to damage computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources, or otherwise make use of computing resources for which proper authorization has not been given.

The Agency will have an environment free of illegal or malicious acts and the Agency's users agree to never use the system to perform an illegal or malicious act. Any attempt to increase the level of access to which (s)he is authorized or any attempt to deprive other authorized users of resources or access to SBC CoC HMIS shall be regarded as malicious and may be treated as an illegal act.

The Agency will have a secure environment; any user who finds a possible security lapse on the system is obligated to report it to the SBC CoC HMIS System Administrator immediately.

The SBC CoC HMIS, which has been granted to each participating agency, was purchased by CAPSBC and paid for through the HUD grant. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

VI. System Usage

Computer Equipment and Services are intended for SBC CoC HMIS related activities. Acceptable computer system use includes data intake, reports, research of client, client development and public service purposes. Prohibited Usage includes, but is not limited to, the following activities: fraudulent, threatening, harassing, or obscene messages and/or materials are to be avoided and not to be received, sent nor stored. Inappropriate mass mailing (spamming, flooding, etc.) are prohibited. Creation or intentional distribution of computer viruses, worms, or Trojan horses is prohibited. Unauthorized access to or denial of service attacks on any computer system shall not be attempted. Abusers are subject to sanctions as outlined in Section XI. - Violations.

Equipment if applicable: All computer equipment including, but not limited to, printers, scanners, laptops and monitors, which were purchased by CAPSBC for the participating agencies, are all under HUD grant funding. The maintenance and upgrades of these devices are limited by sanctions of the HUD grant. These equipment are on long term loan for the purpose of collecting client data information and tracking services and should only be used for that purpose. HMIS participating agencies will be held responsible for any damages to software and hardware, and/or loss of equipment.

Services if applicable: Which have been given to each participating agency are included but not limited to Anti-Virus Software and licenses, Firewall software and licenses, Windows software updates and Internet Connections, are purchased by CAPSBC for HMIS purposes and are all under HUD grant funding. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

VII. Rights

SBC CoC HMIS data from agencies resides in one central database. Data sharing is currently limited to the data within the SBC CoC. The SBC CoC reserves the right, at a later date, to expand data sharing to include collaborative wide data.

VIII. Privileges

The SBC CoC HMIS services and or equipment are a privilege and are assigned and managed by the HMIS System Administrator. The Agency is responsible for proper use of the system as outlined in Section VI.

IX. Confidentiality

While reasonable attempts are made to ensure the privacy of the users and their clients, privacy is not guaranteed. The SBC CoC HMIS application is not one hundred percent secure and private. The SBC CoC HMIS is subject to laws and regulations that require the release of information under certain circumstances.

X. Copyright

The SBC CoC HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright.

Agency user's storing materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

Equipment if applicable: Computer software and data are protected by copyright and is not to be copied, except as permitted by law or by contract with the owner of the copyright. The number of copies and distribution of copies are to be managed by the HMIS Systems Administrator. Users of the computer systems agree to follow guidelines for use of copyrighted materials.

XI. Violations

An individual violating any of the guidelines outlined in this agreement will be reported immediately upon discovery. Such suspected violations will be confidentially reported to the HMIS System Administrator and/or the designee of that agency.

This Agreement shall become effective for the Agency upon the execution of this Agreement by the Agency authorized official and CAPSBC.

Patricia L. Nickols, CEO _____
CAPSBC Signature Date

Authorized Official (Print) Signature Date

I have read the Agency Agreement and waiver for use of technology, equipment and services (if applicable), and understand that this technology is for SBC CoC HMIS purposes only.