Participation Agreement
Between
County of Marin
and

_____

This agreement is entered into on _____(dd/mm/yy) between the County of Marin by and through its Department of Health & Human Services, hereafter known as "HHS," and _____ (agency name), hereafter known as "Agency," regarding access and use of the Homeless Management Information System, hereafter known as "Marin County HMIS."

WHEREAS, there exists the Marin County Continuum of Care ("COC"), which is a collaboration composed of Marin Organizations providing housing and related services for low income and homeless people and the County of Marin; and

WHEREAS, HHS and Agency are members of the COC; and

WHEREAS, the COC, its member agencies and non-COC programs participate in the Marin County HMIS, which is a computerized data collection application that facilitates the collection of information on homeless and low income individuals and families using residential or other homeless assistance services; and

WHEREAS, the Department of Housing & Urban Development ("HUD") sets the data and technical standards for HMIS; and

WHEREAS, the COC has designated HHS as the HMIS Lead Agency to operate the COC's HMIS on its behalf and is defined as the HMIS Lead Agency in the McKinney Vento funding application to HUD; and

WHEREAS, HHS will have access to Personal Information ("PI"), which may include Protected Health Information as defined by HIPAA, for clients served by COC member agencies; and

WHEREAS, the COC and its member agencies may participate in a Regional Homeless Management Information System ("Regional HMIS") which tracks the regional trends in the demographics of the homeless population, including migration from county to county.

WHEREAS, Marin County HMIS is overseen by a HMIS Governance Group, as defined in the HMIS Policies and Procedures, of contributing HMIS agency representatives; and

WHEREAS, the HMIS Governance Group reports to the Homeless Policy Steering Committee which consists of COC member agencies and elected officials.

NOW THEREFORE, the parties agree to the following:

I. HHS RESPONSIBILITIES

HHS as the HMIS Lead Agency:

1. Will provide the Agency HMIS access via a third party software vendor, "Clarity,", via agency provided internet connection. Clarity is a web-based case management system with an HMIS component.

2. May at its sole discretion provide for a limited number of user licenses to each participating HMIS agency.

3. Will provide model Privacy Notices, Client Consent forms, data collection forms and other templates for agreements that may be adopted or adapted by individual agencies.

4. Will provide both initial training and periodic updates to that training for key Agency Staff regarding the use of the HMIS, with the expectation that the Agency will take responsibility for conveying this information to all Agency Staff using the system.

5. Will provide basic user support and technical assistance for Clarity (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 AM. to 5:00 PM. on Monday through Friday (with the exclusion of holidays).

6. Update the system to maintain compliance with the HUD Data and Technical Standards.

7. Run aggregate reports for the purpose of planning and reporting to funders.

8. Will not publish reports on client data that identify specific agencies or persons, without Agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the HMIS database.

9. Annually report to HUD for Annual Homeless Assessment Report and Consolidated Plan as part of the McKinney Vento funding application.

10. Will produce quarterly aggregate reports and analysis.

II. AGENCY RESPONSIBILITIES

The Agency as a contributor to HMIS:

1. Will designate an agency administrator as the point of contact for HMIS related matters within the agency.

2. Will use HMIS to report to HUD as and when required.

3. Will assure that privacy and security requirements are met as detailed in the HUD HMIS Data and Technical Standards.

4. Will annually, conduct a thorough review of internal policies and procedures regarding HMIS.

5. Will assure that agency end users are properly trained and sign End User agreements, attached hereto and incorporated herein by reference as Exhibit 1.

6. Will be responsible for maintaining user IDs for the HMIS system for the Agency.

7. Will assure internet connectivity.

8. Will maintain the agency data in the HMIS.

9. Will safeguard the privacy of client information.

III. PRIVACY AND CONFIDENTIALITY

Compliance with Federal and State Laws

1. The Agency will comply with all relevant Federal and California State laws and regulations that protect client records and privacy. Agency's duties under this provision include, but are not limited to, complying with the following:

A. The Federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42, Part 2 Confidentiality of Substance Use Disorder 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 and re-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.

B. 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 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.

C. The Confidentiality of Medical information Act, California Civil Code Section 56 et seq.

D. The provisions in 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.

2. Agency shall only release client records upon prior receipt of a valid written consent, unless otherwise authorized to do so by law.

Privacy Notices

1. Privacy notices must be posted at the Agency. The Agency shall post Privacy Notices at each intake desk or comparable location. Agency shall also make Privacy Notices available in writing at the client's request.

2. If the Agency maintains an agency website, a link to its Privacy Notice must be on the homepage of the Agency's website.

Client Consent

1. Clients must give informed consent documented in a Release of Information for data to be shared. HHS shall provide Agency with a HMIS Client Consent Form template (which can and should be amended to meet Agency's specific requirements) to document informed consent for each client entered into the Marin County HMIS. If clients refuse to consent their data may be entered into the Marin County HMIS and not shared with other agencies.

2. Agency shall scan and upload client consent forms to Clarity or complete consent forms digitally in Clarity. Alternately, Agency may retain its own physical or digital copy of client consent forms until at least five years after the client data is no longer shared in HMIS. HHS may conduct annual audits of client records.

3. Agency shall allow clients to view their own HMIS data, upon written request; request changes and corrections in accordance with Agency's procedures; and pursue Agency's grievance process.

IV. DATABASE INTEGRITY

General Rules

1. Agency staff participating in HMIS shall commit to abide by the governing principles of HMIS and adhere to the terms and conditions of the End User Agreement (Exhibit 1).

2. The Agency shall only request user access to HMIS for those staff that require access to perform their job duties.

3. All users must have their own unique user ID and should never use or allow use of a user ID that is not assigned to them. [See Exhibit 1].

4. Temporary, first time only, passwords will be communicated via email to the owner of the user ID.

5. User-specified passwords should never be shared and should never be communicated in any format.

6. New user IDs requires password change on first use.

7. Passwords must consist of at least 8 characters and must contain at least one of each of the following character types: Upper case letters, lower case letters, numbers..

8. According to the HUD Data and Technical Standards Final Notice (July 2004):

Passwords are valid for 90 days. Users will be prompted by the system to change their password at regular intervals.

Request New User ID

1. When the Agency Administrator identifies a staff member that requires access to HMIS, Agency Administrator shall provide the prospective user with a copy of the End User Agreement.

2. Agency Administrator shall ensure that the prospective user reads, understands and signs the agreement and returns it to the Agency.

3. The Agency Administrator will co-sign the agreement and keep it on file.

4. The Agency Administrator will create the new user ID as specified in the Client Services Network Administrators Guide and notify the user ID owner of the temporary password via email.

Change User Access

1. When the Agency Administrator determines that it is necessary to change a user's access level, the Agency Administrator will update the user ID as needed.

Rescind User Access

1. When a HMIS Agency user leaves Agency, Agency Administrator shall remove their name immediately from the user list.

Reset Password

1. When a HMIS Agency user forgets his or her password or has reason to believe that someone else has gained access to their password, they must immediately notify the Agency Administrator.

2. The Agency Administrator will reset the user's password and notify the user of the new temporary password.

V. HMIS DATA

Overview

1. HMIS Data is highly confidential. Agency agrees that it shall not use or disclose information other than as permitted or required by this agreement or as required by law.

2. Agency shall use appropriate standards to prevent use or disclosure of the information other than as permitted by this agreement. Agency owns and is responsible for the client data associated with its own programs. Agency is encouraged to use its own HMIS data for public relations, reporting and funding as long as client confidentiality is maintained.

3. While acting within this agreement, Agency has the ability to view information for its own programs, enter and edit information, enter unlimited numbers of clients and services, run unlimited numbers of reports, and to export data for further reporting.

4. As set forth in Section 1., HHS will publish quarterly community-wide aggregate HMIS homeless data (not agency specific). These reports will be raw point-in-time data.   Agency may also use published HMIS data.

5. HHS will not release proprietary information about agencies, their services, procedures, or client demographics without permission of the agency.

6.   HHS may use HMIS data for planning, reporting and grant writing processes including Consolidated Plans, Gaps Analysis, HUD reporting, Emergency Shelter Grants, etc, and may reconcile and release aggregate data.

Collection and Entry of Client Data

1. As a contributing HMIS Agency, Agency shall enter client specific data into HMIS that is accurate, complete, and timely and in accordance with the following requirements:

A. Agency shall gather client data according to the policies, procedures and confidentiality rules of the Agency.

B. Agency shall collect all universal and program data elements from the most recent version of the HUD HMIS Data and Technical Standards.

C. Agency shall enter client data into HMIS in a timely manner (3 days maximum from point of program entry).

D. Agency shall keep all client data entered into HMIS as accurate and as current as possible.

E. Agency shall continue to maintain hardcopy or electronic files according to Agency's requirements.

F. Any authorized data imports will be the responsibility of Agency.

G. Agency is responsible for the accuracy, integrity, and security of all data input by Agency and its Users.

H. Agency is responsible for a baseline of data quality to include: non-duplication of client record, Universal & Program level data elements as defined by HUD Data Standards, up-to-date Program Entries and Exits.

2. Data quality shall be a concern of highest importance to the Agency, which will use its best efforts to continuously improve quality. Quality assurance shall be the ultimate responsibility of Agency's, in consultation with HHS, as the HMIS Lead Agency.

VI. CUSTODY OF DATA

1. The Agency acknowledges, and HHS agrees, that the Agency retains ownership over all information it enters into the Marin County HMIS.

2. In the event that the HMIS ceases to exist, Agency will be notified by HHS and provided reasonable time to access and save client data on those served by the Agency, as well as statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored by HHS, and retained in accordance with County Records Retention Schedules.

3. In the event that HHS ceases to be the Lead HMIS Agency, HHS will use its best efforts to transfer the custodianship of the data within Marin County HMIS to another organization for continuing administration, and Agency will be informed in a timely manner.

VIII. TERMS

1. No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the Marin County HMIS. Each party will remain liable, to the extent provided by law, regarding its own acts and omissions. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

2. HHS shall not be liable to Agency for any cessation, delay, or interruption of services, nor for any malfunction of hardware, software, or equipment.

3. Agency may terminate its participation in this agreement by providing thirty (30) days prior writing notice to HHS.

4. This agreement shall be terminated if Agency commits a material breach of this agreement or is otherwise acting in a manner contrary to the interest of Marin County HMIS and the breach is not corrected within ten (10) calendar days after notification by HHS.

5. HHS, in its sole discretion, may terminate this agreement at any time upon 30 days advance written notice, without any liability to Agency.

6. Upon the termination of this agreement, Agency's access to HMIS shall be discontinued as of the effective date of termination.

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

AGENCY: **HHS**:

_____   _____

By:_____   By:_____

Title:_____   Title: _____

Date: _____   Date: _____

EXHIBIT 1

MARIN COUNTY HOMELESS MANAGEMENT INFORMATION SYSTEM

End User Agreement

Agency Name_____

Employee/User Name_____

The Homeless Management Information System (HMIS) is a collaborative project with participating homeless shelter and services providers in Marin County. HMIS will enable homeless service providers to collect uniform client information over time. This system is essential to efforts to streamline client services and inform public policy. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; these data are necessary to service and systems planning.

The HMIS project recognizes the diverse needs and vulnerability of the homeless community. HMIS's goal is to improve the coordination of care for individuals and families in Marin. With this it is important that client confidentiality is vigilantly maintained treating the personal data of our most vulnerable populations with respect and care.

As the holders of this personal data, Marin County HMIS users have an ethical and legal obligation to ensure that they collect, access, and use data they collect appropriately. It is also the responsibility of each user to ensure that they only use client data for the purposes outlined in the HMIS Policies and Procedures.

The username and password provides you access to the HMIS system. Initial each item below to indicate your understanding of the proper use of your username and password. Then, sign where indicated.

Initial Only

_____I have received training on how to use the HMIS.

_____I understand that my username and password are for my use only and must not be shared with anyone. I must take all reasonable means to keep my password physically secure.

End User Agreement

☐   I understand that the only individuals who can view HMIS information are authorized users and the clients to whom the information pertains.

☐   I understand that I may only view, obtain, disclose, or use the database information that is necessary to perform my job.

☐   If I am logged into the HMIS and must leave the work area where the computer is located, I **must log-off** of the software before leaving the work area. Failure to do so may result in a breach in client confidentiality and system security.

☐   I understand that these rules apply to all users of HMIS, whatever their work role or position.

☐   I understand that all HMIS information (hard copies and soft copies) must be kept secure and confidential at all times and when no longer needed they must be properly destroyed to maintain confidentiality.

☐   I understand that if I notice or suspect a security breach within the HMIS, I must immediately notify my Agency Administrator.

☐   I will not knowingly enter malicious or erroneous information into the HMIS.

☐   Any questions or disputes about the data entered by another agency should be directed to the System administrator.

☐   I understand that my username and password will terminate should I move employment and will not be passed on to the new staff member.

☐   I will only share data for clients who have signed the HMIS Release of Information

☐   I agree to attend Marin County HMIS End-User training or complete an on-line training or equivalent user training.

☐   I agree to maintain strict confidentiality of information obtained through the Marin County HMIS. This information will be used only for the legitimate client service and administration of the agency. Any breach of confidentiality will result in immediate termination of participation in HMIS.

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

Employee/User Signature_____Date_____

Partner Agency Administrator Signature_____Date_____