

I. Purpose

The Watsonville/Santa Cruz City & County CoC's Covered Homeless Organizations (CHOs) utilize a computerized record-keeping system that captures information about people experiencing or at-risk of homelessness. The Watsonville/Santa Cruz City & County CoC Homeless Management Information System (Watsonville/Santa Cruz CoC HMIS) creates an unduplicated count of individuals and households at-risk of or experiencing homelessness and develops aggregate information that assists in developing policies to end homelessness. In addition, the Watsonville/Santa Cruz CoC HMIS allows CHOs to share information electronically about consumers, including their service needs, to better coordinate services.

II. Definition of Terms

The lead entity for the CoC implementation of HMIS is the County of Santa Cruz Human Services Department Housing for Health Division (H4H) and the system is administered by Bitfocus, the "HMIS System Administrator." In this Agreement, H4H is the "CoC HMIS Administrative Entity", "Covered Homeless Organization (CHO)" is an organization participating in HMIS, "Consumer" is a consumer of services, "Personally Identifiable Information (PII)" is information that (1) identifies, either directly or indirectly, a specific individual; (2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or (3) can be linked with other available information to identify a specific individual.

III. Audience and Agreement

This organizational partnership and data sharing agreement ("Agreement") permits the CHO listed below and its approved and designated users to access HMIS on their business computers and system through an internet connection. The HMIS users are the guardians entrusted with personal data to be entered and used in the HMIS on behalf of consumers. The CoC HMIS Administrative Entity has a primary function to manage the HMIS in partnership with its contracted HMIS System Administrator.

Prioritized access to HMIS user licenses will be given to agencies and programs receiving federal or state funding that require HMIS participation, those that have contracts with H4H, or those with Central California Alliance for Health community supportive services housing contracts. To qualify as an HMIS using agency, agencies must be able to meet the insurance and other contractual requirements associated with receiving funding from one or more of the above public funding sources.

PII is shared between and among CHOs that have established this Agreement with the CoC HMIS Administrative Entity. All CHOs granted access to HMIS must agree to abide by all relevant federal and state laws, and the CoC adopted HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

A list of current organizations covered by this Agreement can be found at <https://santacruz.bitfocus.com/participating-agencies>. Please note that this list is updated over time.

The signature of the Executive Director or authorized designee of the CHO indicates agreement with the terms set forth for an HMIS account for the CHO.

IV. CHO HMIS General Responsibilities

The CHO is responsible for ensuring that its users comply with the requirements laid out in the CoC Privacy Policy and the CoC Security Policy. The CHO shall ensure that all staff issued a User ID and password for HMIS will comply with the following:

- A. Read and abide by this Organization Partnership Agreement
- B. Read and abide by the Santa Cruz County HMIS Policies and Procedures
- C. Read and sign the Santa Cruz County HMIS User Agreement and Code of Ethics
- D. Participate in new user privacy and security training and on-going security trainings on an annual basis
- E. Participate in additional trainings as required by the Santa Cruz County HMIS Administrative Entity
- F. Maintain a unique User ID and password, and not share or reveal that information to anyone

The CHO shall conduct background checks on all staff before referring potential users to attend a new user training and onboarding process. Individuals with a history of perpetrating fraud, identity theft, or misuse of confidential information, as well as any individual who is under investigation for such issues, shall not be permitted a user license.

The CHO is responsible for ensuring that its staff do not misuse the HMIS. Such misuses include and are not limited to: damage of computing resources, obtaining unauthorized resources, taking resources from another user, gaining unauthorized access to resources, or otherwise using computing resources without proper authorization.

Any user who finds a possible security lapse on the system is obligated to report it to the HMIS System Administrator immediately. They will notify the Watsonville/Santa Cruz CoC HMIS Help Desk, reached by phone at 831.713.2288 and email at santacruz@bitfocus.com, immediately of any breach, use, or disclosure of PII not provided for by this Agreement or the CoC Privacy Policy. Within one business day, the HMIS System Administrator will submit a completed HMIS [Data Misuse and Breach Reporting form](#) to: santacruz@bitfocus.com.

V. CHO Confidentiality and Informed Consent Responsibilities

The CHO agrees to abide by and uphold all privacy protection standards established for HMIS as well as their respective CHO's privacy and security procedures. The CHO will uphold relevant federal and state confidentiality regulations and laws protecting consumer records and information. The CHO will only release CHO consumer records outside of the HMIS provider network with written consent from the consumer, or the consumer's guardian, unless otherwise provided for in the HMIS policies and procedures and relevant federal and state laws. Access to HMIS is granted to the CHO listed below based on the following premises:

Oral Explanation: All consumers will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The CHO will provide an oral explanation of the HMIS, informing consumers of how their information will

be used, stored, and shared. The CHO is responsible for ensuring this procedure takes place prior to entering consumer PII into HMIS. The CHO shall arrange for a qualified interpreter or translator if an individual is not literate in English or has difficulty understanding the CoC Privacy Policy.

Written Explanation: Each consumer with PII information entered in HMIS should receive a copy of the HMIS consumer notice explaining HMIS and how HMIS data is used and shared. Consumers should sign an acknowledgement of receiving this information and a copy of this signed acknowledgement should be uploaded into the consumer's HMIS file.

Information Release: The CHO agrees not to release PII to any organization outside of participating HMIS CHOs without proper client consent except as provided by federal and state law or in circumstances outlined in the HMIS Privacy Policy.

Postings: The CHO must post a copy of the HMIS consumer notice at each intake desk or comparable location. Copies of notices must be made available to consumers upon their request.

VI. CHO Data Management Responsibilities

- A. The CHO shall use the system to provide or coordinate services, link consumers with housing resources, develop reports and provide data, or conduct program evaluation, research, and improvement activities. PII will only be used and disclosed in accordance with the CoC HMIS Privacy Policy.
- B. The CHO understands that all consumer data will be maintained on a remote, central server, which will contain all consumer information in an encrypted state. All PII is inaccessible to unauthorized users.
- C. CHOs are bound by all restrictions placed upon the data by request from the consumer. The CHO shall diligently record in HMIS all consumer restrictions requested.
- D. The CHO shall not knowingly enter false or misleading data under any circumstances.
- E. The CHO shall maintain appropriate documentation of receipt of the HMIS Consumer Notice and Acknowledgement; this Acknowledgement must be updated every (3) three years.
- F. The CHO shall consistently enter information into the HMIS database and will strive for real-time data entry. Data must be entered into the HMIS database within two business days, as outlined by the [Santa Cruz Data Quality Improvement Process and Plan](#).
- G. The CHO will not alter information in the HMIS database that is entered by another CHO with inaccurate information, i.e., CHO will not purposefully enter inaccurate information to over-ride information entered by another CHO.
- H. The CHO shall not include profanity or offensive language in the HMIS database. This does not apply to the input of direct quotes by the consumer if the Organization believes that it is essential to enter these comments for assessment, service, and treatment purposes.
- I. The CHO shall utilize the HMIS database for business purposes only.
- J. The CHO shall not use the HMIS database with intent to defraud federal, state, or local governments, individuals, or entities, or to conduct any illegal activity.

- K. The CHO may make aggregate data without PII available to other entities for funding or planning purposes pertaining to providing services to persons experiencing or at-risk of homelessness.
- L. Once a report containing PII is downloaded from HMIS, it is the responsibility of the CHO to ensure the appropriate security protections of this data.
- M. Consumers have the right to request information regarding to whom their PII is released in the Watsonville/Santa Cruz City & County CoC's CHOs.
- N. The CHO will resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to PII pertaining to consumers, unless expressly provided for in state and/or federal regulations.
- O. CHOs will notify County H4H staff of their intent to terminate their participation in this Agreement.

VII. CoC HMIS Administrative Entity Rights

The CoC HMIS Administrative Entity reserves all rights, including HMIS system audit access, termination of agreements, of the HMIS application and the service resources that it owns and/or operates on behalf of the CoC. These procedures shall not be construed as a waiver of any rights of the CoC HMIS Administrative Entity or the CHO, nor shall they conflict with applicable acts of law.

VIII. 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 CoC HMIS Administrative Entity or the HMIS System Administrator as outlined in the HMIS Policies and Procedures.

If this Agreement is terminated, the Watsonville/Santa Cruz City & County CoC shall maintain the right to the use of all consumer data previously entered by the terminating CHO; this use is subject to any restrictions laid out in the CoC Privacy Policy.

VIII. Agreement Terms and Conditions

- A. No party shall transfer or assign any rights or obligations without the written consent of the other party.
- B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- C. This Agreement may be terminated with 30 days written notice.
- D. A violation of the above will result in immediate disciplinary action by the Watsonville/Santa Cruz City & County CoC.

HMIS - Organization Partnership and Data Sharing Agreement Signatory Page

This Agreement is executed between the CHO listed below, the CoC HMIS Administrative Entity, and the HMIS System Administrator. The Executive Director or authorized signatory for each entity will sign this Agreement.

I have read this HMIS Organization Partnership and Data Sharing Agreement and commit to ensuring staff from our CHO will utilize HMIS in accordance with the HMIS Policies and Procedures.

Organization Partnership and Data Sharing Agreement

CHO Executive Director or Designee Signature

Date

CHO Executive Director or Designee Printed Name

Organization Name

CoC HMIS System Administrator Signature

Date

CoC HMIS System Administrator Printed Name

Organization Name

CoC HMIS System Administrative Entity Signature

Date

CoC HMIS System Administrative Entity Printed Name

Organization Name

For Reference Only