



MARIN COUNTY CONTINUUM OF CARE

HOMELESS MANAGEMENT INFORMATION SYSTEM POLICIES AND PROCEDURES

APPROVED NOVEMBER 2015

I. COUNTY RESPONSIBILITIES	3
II. AGENCY RESPONSIBILITIES.....	3
III. PRIVACY AND CONFIDENTIALITY	3
Compliance with Federal and State Laws	3
Privacy Notices	4
Client Consent	4
IV. DATABASE INTEGRITY.....	5
General Rules	5
Request New User ID	5
Change User Access.....	5
Rescind User Access	5
Reset Password.....	5
V. HMIS DATA	6
Overview	6
Collection and Entry of Client Data	6
VI. CUSTODY OF DATA	6
VII. PARTNERSHIPS BETWEEN AGENCIES	7
VIII. AGENCY USER AGREEMENT	7

I. COUNTY RESPONSIBILITIES

Marin County as the HMIS Lead Agency:

1. Will provide the Agency HMIS access via a third party software vendor, "CaseWorthy," via agency provided internet connection. CaseWorthy 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 the HMIS module of CaseWorthy (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 prior 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.

Marin County responsibilities may also be found in the CoC-HMIS Governance Charter.

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.
6. Will be responsible for maintain user IDs for the HMIS system for the agency.
7. Will ensure internet connectivity.
8. Will maintain the agency data in the HMIS.
9. Will safeguard the privacy of client information.

Agency responsibilities may also be found in the CoC-HMIS Governance Charter.

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 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.
 - 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 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.
 - C. The Confidentiality of Medical information Act, California Civil Code Section 56 et seq.
 - D. The Violence Against Women Act, 42 U.S.C. §§13925-14045.
 - E. 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. Many agencies currently participating in HMIS use inferred consent to collect HMIS data. Agency may opt to utilize either inferred or informed consent. County 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 system. If clients refuse consent their data may be entered into the Marin County HMIS system and not shared with other agencies.
2. Agency shall maintain physical copies of client consent forms and other data entry supporting documentation for a minimum of seven years and shall allow County to 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 Agency User Agreement, attached hereto and incorporated herein by reference as 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 Agency User Agreement].
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 three of the following character types: Upper case letters, lower case letters, numbers and/or characters (!@#%&?). The password must contain at least one number.
8. 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 Agency 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. the County 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. The County will not release proprietary information about agencies, their services, procedures, or client demographics without permission of the agency.
6. The County 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 HUD HMIS Data and Technical Standards Final Draft, June 2009.
 - 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.
 - 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 County, as the HMIS Lead Agency.

VI. CUSTODY OF DATA

1. The Agency acknowledges, and the County agrees, that the Agency retains ownership over all information it enters into the Marin County HMIS system.
2. In the event that the HMIS ceases to exist, Agency will be notified by the County 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 the County.
3. In the event that the County ceases to be the Lead HMIS Agency, County 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.

VII. PARTNERSHIPS BETWEEN AGENCIES

1. Should Agency wish to share HMIS client level data with one or more CoC member agencies, Agency shall enter into a written partnership agreement with the CoC member agency or agencies. Signed partnership agreements must be provided to County in order for County, as the HMIS Coordinator, to implement partnership level data sharing. Agency agrees that it shall not share HMIS client level data regarding special needs or services related to HIV/AIDS, mental illness, substance abuse or non-consenting clients with any other agency pursuant to a partnership agreement.
2. Agency agrees that it shall not use a partnership with another CoC member agency to deny services or housing to clients.
3. If Agency chooses to share HMIS client level data with one or more CoC member agencies, Agency's Client Consent form shall include verbiage clearly stating the intent of the partnership agencies to share information and what information is to be shared.
4. Partnership agreements may be reviewed once per year to terminate or restructure the partnership(s). Partnership agreements may add new members mid year upon providing the County, as the HMIS Administrator, with a new or amended partnership agreement.

VIII. AGENCY USER AGREEMENT

Marin County

Homeless Management Information System

Agency 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 the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used for the purposes as outline 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.

Marin County

Homeless Management Information System

Agency 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 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 _____

Signature:



Date:



