

**Los Angeles & Orange County  
Homeless Management Information System (LA/OC HMIS)  
Greater Los Angeles HMIS Participating Organization Agreement**

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**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.

The LA/OC HMIS is the secured electronic database for the Los Angeles and Orange Counties and is a valuable resource for local communities. The LA/OC HMIS Collaborative consists of four separate continuums of care (CoC). The continuums are: Los Angeles City and County; Santa Ana/Anaheim/Orange County; Glendale; and Pasadena.

The LA/OC 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 Los Angeles and Orange Counties. Participation in LA/OC HMIS allows organizations to share information with other participating organizations to create a more coordinated and effective delivery system.

**II. Agreement and Understanding**

This Agreement permits this Participating Organization ("Organization") and its authorized HMIS Users to access HMIS through an internet connection, only from this Organization's designated computers. The HMIS User is the authorized staff person from this Organization who is entrusted with data consisting of protected personal information ("PPI") which is entered and used in the LA/OC HMIS; the client is the consumer of services.

All organizations that sign this agreement and are granted access to the LA/OC HMIS agree to abide by LA/OC'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.

**III. Confidentiality and Informed Consent**

**Privacy:** This Organization must abide by its own policies and procedures, as well as uphold all privacy protection standards established by the LA/OC HMIS Collaborative Policies and Procedures. This Organization shall also uphold relevant federal and State of California ("State") confidentiality laws and regulations that protect client records. This Organization shall only release confidential client records with the client's or the client's guardian's consent, unless otherwise provided for in the pertinent laws and regulations.

**Verbal Explanation:** Prior to every client's initial assessment, this Organization must provide a verbal explanation that the client's information will be entered into an electronic database that stores client information. This Organization must also explain the terms of the HMIS Client Consent to Release Information form.

**Written Consent:** After being provided a verbal explanation, each client who agrees to have his or her PPI entered into the LA/OC HMIS must sign the HMIS Client Consent to Release Information form. Exception: verbal consent to enter PPI into the LA/OC HMIS may be obtained during a phone screening, outreach, or diversion, provided that this Organization obtains the client's written consent at the next available opportunity.

**Postings:** This Organization must post the Notice Regarding Collection of Personal Information at each intake desk or comparable location.

**Privacy Notice:** A copy of the Privacy Notice must be provided upon a client's request. If this Organization maintains a website, a link to the Privacy Notice must be on the website.

#### **IV. Data Use**

This Organization must ensure that HMIS data is protected, at a minimum, in the following manner:

- Each HMIS User shall affirm the principles of ethical data use and client confidentiality by signing and complying with the LA/OC HMIS User Agreement.
- HMIS Users shall not ask about or enter a client's PPI in HMIS unless the information will be used for providing or coordinating services.
- HMIS Users shall access HMIS through an internet connection, only from this Organization's designated computers.
- HMIS shall not be accessible to unauthorized users.
- HMIS Users shall not knowingly enter false or misleading data under any circumstances.
- A written revocation of user access to HMIS shall be provided to the CoC representative, within 24 hours of a determination of such revocation.
- HMIS Users shall promptly initiate the HMIS de-identification of the client's PPI, no later than two (2) business days after receipt of a client's written revocation of consent.
- The signed copy of the Client Consent to Release Information form for LA/OC HMIS shall be retained for a period of seven years after the PPI was created or last changed.

#### **V. Responsibilities**

This Organization is responsible for ensuring that its HMIS Users do not intentionally or unintentionally misuse the system. Such misuses include but are not limited to damaging computing resources, obtaining extra resources, taking resources from another HMIS User, gaining unauthorized access to resources, or otherwise making use of computing resources for which proper authorization has not been given.

1. This Organization shall have an environment free from illegal or malicious acts. All HMIS Users must 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 HMIS Users of resources or access to LA/OC HMIS shall be regarded as malicious and, if appropriate, reported to law enforcement.
2. Any HMIS User who finds a possible security lapse on the system is obligated to immediately report it to the HMIS System Administrator.
3. Each continuum within the LA/OC HMIS Collaborative expended HUD grant funds to purchase a license to operate and use the LA/OC HMIS. The maintenance, upgrades and license purchases are subject to the requirements and funding limitations of the HUD grant. All additional maintenance, upgrades and license purchases, incurred after the HUD grant funds have been exhausted, become the sole responsibility of this Organization.

#### **VI. System Use**

Computer equipment and services provided by a CoC are intended only for LA/OC HMIS-related activities. Prohibited uses include, but are not limited to: 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 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.

## **VII. Rights and Privileges**

LA/OC HMIS data is stored in one central database and is owned by the LA/OC HMIS Collaborative. The LA/OC HMIS Collaborative reserves all rights to the HMIS data.

Use of the LA/OC HMIS equipment, software and/or services is a privilege and is assigned and managed by each CoC System Administrator(s) or designee(s).

## **VIII. Copyright**

The LA/OC 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 owner of the copyright. The number and distribution of copies of any CoC-provided software are at the sole discretion of the HMIS Systems Administrator(s) of each CoC.

## **IX. 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 System Administrator(s) of the CoC and the Executive Director or other authorized representative of this Organization.

## **X. Term**

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

## **XI. Amendment and Termination**

- 1) The LA/OC CoC reserves the right to amend this agreement by providing a 3-day notice to this Organization
- 2) Either party has the right to terminate this agreement, with or without cause, by providing a 3-day written notice to the other party.
- 3) If this agreement is terminated, the LA/OC Collaborative and its remaining participating organizations shall retain the right to use all client data previously entered by this Organization, subject to any restrictions requested by the client.

## **XII. Agreement**

This Agreement is executed between the CoC and the Participating Organization and upon execution this Organization will be given access to the LA/OC HMIS.

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Executive Director/Authorized Representative Signature

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CoC Representative's Signature

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Executive Director/Authorized Representative Print Name

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CoC Representative's Name Print Name

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Organization Name

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CoC Name

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Date of Signature

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Date of Signature