

# GREATER LOS ANGELES HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS) PARTICIPATING ORGANIZATIONS 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. Participation in LA HMIS allows organizations to share information with other Participating Organizations to create a more coordinated and effective delivery system.

The LA HMIS is the secured electronic database for Greater Los Angeles and is a valuable resource for local communities. The LA HMIS Collaborative consists of several separate Continuums of Care (CoC). The LA 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 the Greater Los Angeles.

## **II. Agreement and Understanding**

This Agreement authorizes this Participating Organizations (Organization) to designate HMIS Users (User). A User is a staff person entrusted to enter Protected Personal Information (PPI) into the LA HMIS, on behalf of this Organization. To allow a User to access the LA HMIS, a User Agreement must be signed by the User, the HMIS Administrator, and this Organization's Authorized Representative.

## **III. Confidentiality and Informed Consent**

**Confidentiality:** This Organization must require all Users to abide by its organization's policies and procedures; uphold all privacy protection standards established by the LA HMIS Collaborative Policies and Procedures; and comply with all relevant federal and State of California confidentiality laws and regulations that protect client records. Except where otherwise provided for by law, this Organization shall ensure that confidential client records are released with the client's written consent.

**Written Consent:** To obtain written consent, prior to each client's assessment, each client must be informed that the client's information will be entered into an electronic database called HMIS. The terms of the *Consent to Share Protected Personal Information* form must also be explained to each client. Clients who agree to have their PPI entered into the LA HMIS must sign the *Consent to Share Protected Personal Information* form.

**Verbal Consent:** Verbal consent to enter PPI into the LA HMIS may be obtained during circumstances such as phone screenings, street outreach, or community access center sign-ins. Each client must be informed that his or her information will be entered into the HMIS database. The terms of the *Consent to Share Protected Personal Information* form must also be explained to each client. The client's written consent must be obtained once the client appears for his or her initial assessment.

## **IV. Client's Rights**

The client has a right to receive a copy of this notice at the time of request.

Each client has the right to receive the following, no later than five (5) business days of a written request:

- A correction of inaccurate or incomplete PPI
- A copy of his or her consent form

- A copy of his or her HMIS records
- A current list of Participating Organizations that have access to HMIS data

### **Right to Make Corrections**

If the client believes that their PPI in HMIS is incorrect or incomplete, the client has the right to request for a correction. To ask for either of these changes, the client will need to send a written request, including the reason why he or she believes the information is incorrect or incomplete to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down the request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete;
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: “The participant disputes the accuracy of this entry.”

### **V. Data Use**

This Organization must protect HMIS data by ensuring that:

- A link to the Privacy Notice is accessed from the Organization’s website.
- LA HMIS is not accessible to unauthorized Users
- LA HMIS is only accessed by computers approved by the Organization
- HMIS Users are trained regarding user responsibilities and conduct
- HMIS Users who violate the User Agreement are reported to the HMIS Administrator within 24 hours of knowledge of the violation, including violations that are not directly related to the use of HMIS.
- HMIS Users sign and comply with the *LA HMIS User Agreement*
- HMIS Users are provided with a written copy of updates and/or changes to the User Agreement, within 3 business days of this Organization receiving the updates from the HMIS Administrator
- HMIS Users forward a copy of a client’s *Revocation of Consent* to the HMIS Administrator within 24 hours of receipt.

### **VI. Responsibilities**

This Organization is responsible to ensure that:

- The *Notice Regarding Collection of Personal Information* is posted at each intake desk or comparable location.
- HMIS Users do not misuse the system
- Clients are notified if a breach of their PPI is discovered
- Any HMIS User who finds a possible security lapse on the system is obligated to immediately report it to the HMIS Administrator.
- A signed copy of the *Consent to Share Protected Personal Information* is retained for a period of seven (7) years after the PPI was created or last changed.

### **VII. System Use**

Computer equipment and services provided by a CoC are intended only for LA HMIS-related activities. Prohibited uses include, but are not limited to: malicious or illegal activities; 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, Licenses, 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.

### **VIII. Rights and Privileges**

LA HMIS data is stored in one central database and is owned by the LA HMIS Collaborative. The LA HMIS Collaborative reserves all rights to the HMIS data. Use of the LA HMIS equipment, software, licenses, and/or services is a privilege and is assigned and managed by each HMIS Administrator.

### **IX. Copyright**

The LA 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 the owner of the copyright. The number and distribution of copies of any CoC-provided software are at the sole discretion of the HMIS Administrator.

### **X. 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 Administrator and the Executive Director or other authorized representative of this Organization.

### **XI. Term**

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

### **XII. Amendment and Termination**

- The LA CoC reserves the right to amend this agreement by providing a 3-day notice to this Organization.
- Either party has the right to terminate this agreement, with or without cause, by providing a 3-day written notice to the other party.
- If this agreement is terminated, this Organization shall no longer have access to HMIS or any information therein. The remaining LA HMIS Participating Organizations shall retain the right to use all client data previously entered by this Organization, subject to any restrictions requested by the client.

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

This Agreement is executed between the CoC and the Participating Organizations. Upon final execution, this Organization will be given access to the LA HMIS.

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Organization Name

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CoC Name

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Organization Administrator/Authorized Representative  
(Print Name)

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HMIS Administrator Name (Print Name)

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Signature

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Signature

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Date of Signature

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Date of Signature