

Santa Barbara County Memorandum of Understanding (MOU) between HMIS Lead Agency and HMIS Partner Agency

October 20, 2017

Continuum of Care:

CA-603: Santa Maria / Santa Barbara

HMIS Lead Agency:

Department of Community Services
Housing and Community Development Division
County of Santa Barbara
105 E. Anapamu St., Room 105
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HMIS Partner Agency:

[insert contact info for Partner Agency here]

Contents

1.0 Introduction and Roles.....	3
2.0 Revision History	4
3.0 HMIS Partner Agency Agreements	4
4.0 Continuum of Care Agreements	6
5.0 HMIS Lead Agency Agreements	7
6.0 Limitation of Liability and Indemnification	7
7.0 Terms of Agreements.....	8
8.0 Appointing a Technical Administrator	8

1.0 Introduction and Roles

As described in the March 2010 Homeless Management Information System (HMIS) Data Standards Revised Notice, an HMIS is an electronic data collection system that stores long-term person-level information about persons who access the homeless services system in a Continuum of Care. HMIS is a valuable resource because of its capacity to integrate and unduplicate data from all homeless assistance and homeless prevention programs in a Continuum of Care. Aggregate HMIS data can be used to understand the size, characteristics and needs of the homeless population at the local, state and national levels. The HMIS Data and Technical Standards are issued by the U.S. Department of Housing and Urban Development (HUD).

The following HUD HMIS Standards were referenced in the creation of this document:

- 2004 HMIS Data and Technical Standards Final Notice
- Guidance on HPRP Subgrantee Data Collection and Reporting for Victim Service Providers
- 2011 HMIS Requirements Proposed Rule (for informational purposes; not binding)
- 2017 HMIS Data Standards Revised Notice

The **Continuum of Care** is a group composed of representatives of organizations, including nonprofit providers of homeless services, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, veterans service providers, mental health agencies, hospitals, universities, affordable housing developers and law enforcement, that serve homeless and formerly homeless persons and that carry out the responsibilities delegated to a Continuum of Care under HUD's regulations for a particular community. The Continuum of Care is ultimately responsible for oversight and guidance of HMIS, but does not manage the day-to-day usage of HMIS.

The **HMIS Lead Agency** provides day-to-day management of system participation, operations and security. In Santa Barbara County, the role of HMIS Lead Agency is currently filled by the Housing and Community Development Division of the Community Services Department of the County of Santa Barbara (123 E. Anapamu St., Suite 202, Santa Barbara, CA 93101, 805-568-3520).

An **HMIS Partner Agency** is an entity that provides housing or services to people experiencing homelessness, and that enters the resulting data into HMIS and/or uses data from HMIS to inform its clinical or policy decision-making. HMIS Partner Agencies are typically non-profits, government agencies, or health care providers. Each HMIS Partner Agency must agree to uphold the Santa Barbara County HMIS Policies and Procedures (including the Administrative Policies and Procedures, Security Plan, Privacy Plan, and Data Quality Plan) by executing this Memorandum of Understanding (MoU) with the HMIS Lead Agency. Partner agencies that do not sign the MoU will not be allowed to use HMIS.

References in this document to HMIS plans, forms, standards and governance documents are intended to represent the following versions:

Form ID #	Form title
1PP-20171020	Policies and Procedures
1MOU-20171020	Memorandum of Understanding
1SEC-20171020	Security Plan
1PRIV-20171020	Privacy Plan
1DQ-20171020	Data Quality Plan
1GC-20171020	Governance Charter
1CC-20171020	Compliance Certification Checklist
1EU-20171020	End User Agreement
1ROI-20171020	Client Informed Consent and Release of Information Authorization
XXXX	Standardized Intake
1PN-20171020	Privacy Notice

These plans, forms, standards and governance documents are hereby incorporated into this MOU by reference and are available upon request from the HMIS Lead Agency.

2.0 Revision History

This Memorandum of Understanding (MOU) shall be reviewed and, if necessary, revised at least annually by the Continuum of Care. See Section 6.6 of the Santa Barbara County HMIS Administrative Policies and Procedures for more details on changes of this and other documents.

Date	Author	Description
11/30/2013	Community Technology Alliance (www.CTAGroup.org)	New document referencing all HUD standards and 2011 HEARTH HMIS Proposed Rule
10/20/2017	HomeBase and Santa Barbara County	Update documents to reflect best practices and community usage.

3.0 HMIS Partner Agency Agreements

The Agency named on p. 1 of this document desires to become an HMIS Partner Agency in the Santa Maria / Santa Barbara CoC. This Agency agrees to:

- Uphold the governing principles of the Santa Barbara County HMIS as detailed in the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern Santa Barbara County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Privacy Plan, Security Plan, the Memorandum of Understanding, and the End User Agreement.

- Fulfill all of the duties designated to a Partner Agency in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Privacy Plan, Security Plan, the Memorandum of Understanding, and the End User Agreement.
- Fulfill the duties designated to the Partner Agency in all applicable HUD HMIS Standards.
- Protect the confidentiality of all intellectual property and trade secrets owned by the HMIS vendor, including the design and content of any proprietary reports, software, or source code, with the same care and caution that the Partner Agency uses to protect its most confidential information.
- Ensure that all Agency End Users are trained in compliance with the standards established in the Santa Barbara County HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Privacy Plan, Security Plan, the Memorandum of Understanding, and the End User Agreement.
- Monitor all Agency End Users' compliance with all the policies established to govern Santa Barbara County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, Data Quality Plan, and the End User Agreement, and engage in an internal progressive discipline process as appropriate if incidents of noncompliance are identified; report incidents of noncompliance and associated disciplinary actions to the HMIS Lead Agency.

The Agency named on p. 1 of this document understands that:

- Failure to comply with any Santa Barbara County HMIS plans, forms, standards and governance documents may result in remediation or sanctions up to and including revocation of HMIS access for a Partner Agency or End User. This may impact the Agency's compliance with funder requirements and eligibility for future funding. The progressive discipline policy for Partner Agency noncompliance is established in the Santa Barbara County HMIS Policies and Procedures and Security Plan, and includes the right of the Agency to appeal to the CoC Board.
- HMIS is a shared data system and maintenance of accurate longitudinal information is central to the community's goal of improving service coordination and outcomes through data-driven decision making. For this reason, if the Agency elects to terminate participation in HMIS all Agency information contained in HMIS will remain in HMIS.
- Nothing in this document, or in any of the policies and/or documents adopted by the Continuum of Care to govern HMIS, is intended to preempt federal and state laws regarding collection, storage and use of Protected Personal Information. Agencies must continue to abide by all federal and state laws, including HIPAA, wherever those laws establish stricter requirements than these policies.

- The HMIS Lead Agency may charge reasonable fees to each HMIS Partner Agency to offset the cost of purchasing HMIS licenses from the HMIS software vendor, or, with CoC Board approval, to offset the cost of the staff and facilities used to maintain HMIS. HMIS Partner Agencies will be given advance notice and a chance to provide feedback on any such fee structure. However, ultimately the HMIS Lead Agency has discretion to set, charge, and collect appropriate fees. Ongoing possession of an HMIS license after receiving notice of a fee constitutes consent to the fee. If an HMIS Partner Agency is unwilling or unable to pay a scheduled fee, it is the Partner Agency's responsibility to affirmatively surrender its license.

4.0 Continuum of Care Agreements

The Santa Maria / Santa Barbara Continuum of Care is responsible for ensuring that its HMIS is administered in accordance with all applicable HMIS Data and Technical Standards issued by the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care welcomes the Agency named on p. 1 of this document as a new Partner Agency in the Santa Barbara County HMIS. To support the Agency's successful partnership in HMIS, the Continuum of Care agrees to:

- Authorize access to Santa Barbara County HMIS for the Agency named on p. 1 of this document.
- Uphold the governing principles of the Santa Barbara County HMIS as detailed in the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern Santa Barbara County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and the Data Quality Plan.
- Fulfill all of the duties designated to the Continuum of Care in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the Continuum of Care in all applicable HUD HMIS Standards.

5.0 HMIS Lead Agency Agreements

The Continuum of Care has designated the Housing and Community Development Division of the Community Services Department of the County of Santa Barbara as the HMIS Lead Agency for the Santa Barbara County HMIS. The HMIS Lead Agency agrees to:

- Provide access to Santa Barbara County HMIS for the Agency named on p. 1 of this document.
- Uphold the governing principles of the Santa Barbara County HMIS as detailed in the Santa Barbara County HMIS Policies and Procedures, Privacy Plan, Security Plan, and Data Quality Plan.
- Abide by all the policies and follow all the procedures established to govern Santa Barbara County HMIS detailed in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and the Data Quality Plan.
- Fulfill all of the duties designated to the HMIS Lead Agency in this document and in any other policies and/or documents adopted by the Continuum of Care to govern HMIS, including but not limited to the Santa Barbara County HMIS Policies and Procedures, Security Plan, Privacy Plan, and the Data Quality Plan.
- Fulfill the duties designated to the Lead Agency in all applicable HUD HMIS Standards.

6.0 Limitation of Liability and Indemnification

The HMIS Lead Agency will make reasonable efforts to promote the security, reliability, and functionality of HMIS for all licensed users. Nevertheless, to the maximum extent permitted by California law, the HMIS Lead Agency, the Continuum of Care, the Collaborative Applicant, and their respective officers, directors, contractors, and staff expressly disclaim any responsibility for any damages caused by or related to server downtime, data errors, data breaches, invasions of privacy, libel, or similar torts. All HMIS-related services are offered as-is, with no warranties, and Partner Agency's use of HMIS is entirely at its own risk.

Moreover, if the HMIS Partner Agency or its staff, contractors, or volunteers negligently cause, allow, facilitate, or permit a breach of private data and/or an unauthorized invasion of privacy, then the HMIS Partner must indemnify the HMIS Lead Agency, the Continuum of Care, the Collaborative Applicant, and their respective officers, directors, contractors, and staff for all associated damages, including reasonable attorney's fees and/or the cost of notifying affected parties of an actual or potential breach, and, where appropriate, providing such parties with resources for identity theft-prevention and/or credit repair.

7.0 Terms of Agreements

- This MOU will become effective upon signature by all parties and shall remain in effect until terminated.
- Each party shall have the right to terminate this agreement upon 45 days prior written notice to the other parties. Some obligations will continue to bind the parties even after the agreement is terminated. The obligations that continue after the agreement is terminated include:
 - The obligation to make reasonable efforts to maintain the privacy of client data.
 - The obligation to permit reasonable use of data that has already been entered into HMIS.
 - For HMIS Partner Agencies, the obligation to track and report the exits of all clients who were entered into HMIS by that HMIS Partner Agency before the contract was terminated, including, at a minimum, the name, date of exit, destination, income status, and benefits status of each exiting client.
 - All provisions of Section 6.0, “Limitation of Liability and Indemnification.”
 - All provisions related to the protection of the HMIS vendor’s intellectual property.
- The process governing amendments, including additions, deletions, or modifications to this MOU, is established by Section 6.6 of the Santa Barbara County HMIS Administrative Policies and Procedures.

8.0 Appointing a Technical Administrator

Each HMIS Partner Agency is obligated to appoint at least one Technical Administrator. An Agency with more than 10 HMIS licenses should also appoint one Deputy Technical Administrator for every 10 licenses (rounding down). The Technical Administrator must sign this Memorandum of Understanding. The duties of a Technical Administrator are listed below:

- Overseeing agency compliance with the Memorandum of Understanding and all applicable plans, forms, standards and governance documents.
- Ensuring all agency End Users complete the HMIS End User Agreement and maintaining necessary HMIS forms and documentation.
- Serving as the primary contact for all communication regarding the HMIS at this agency and forwarding information to all agency End Users as appropriate.
- Ensuring all agency End Users complete mandatory training and forwarding documentation of training to the HMIS Lead Agency.
- Providing first-level End User support, including front-line training, technical support, and resetting passwords that are forgotten by End Users within a Partner Agency.
- Ensuring thorough and accurate data collection by agency End Users as specified by HMIS forms and standards.

- Completing agency-level HUD reporting and/or supporting agency programs with reporting needs.
- Conducting appropriate audits of security, privacy, and data quality practices within the Partner Agency and assisting with corrective action as necessary.
- Safeguarding client privacy by ensuring End User and agency compliance with confidentiality and security policies.
- Continually monitoring and maintaining security of all staff workstations used for HMIS data entry.
- Preventing degradation of the HMIS resulting from viruses, intrusion, or other factors within the agency's control.
- Preventing inadvertent release of confidential client-specific information through physical, electronic or visual access to the workstation.
- Tracking the authorized users of HMIS within a Partner Agency.
- Tracking the computers and mobile devices that have been authorized by a Partner Agency to access HMIS.
- Ensuring the agency provides and maintains adequate internet connectivity.
- Detecting and responding to violations of any applicable HMIS plans, forms, standards and governance documents.
- Reporting violations of any applicable HMIS plans, forms, standards and governance documents, as well as associated disciplinary actions, to the HMIS Lead Agency.

Signatures

By signing, I am agreeing to fulfill all the responsibilities listed above for my role. Additional signature pages that are attached or included with this document are valid and binding.

Executive Director or CEO			
Name	Date	Signature	
Technical Administrator(s)			
Name	Title	Date	Signature

HMIS Lead			
Name	Title	Date	Signature

Return a signed copy of this form to:

Ryan Cooksey
rycooksey@co.santa-barbara.ca.us
Telephone: (805) 568-3503
Fax: (805) 568-1091

Community Services Department
Housing & Community Development Division
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