



August 7, 2018

Memorandum of Understanding (MOU)

Between
HMIS Lead Agency
&
HMIS Partner Agency

Contacts and Lead Agencies

Continuum of Care:

CA-501: City and County of San Francisco

HMIS Lead Agency:

San Francisco Department of Homelessness and Supportive Housing

P.O. Box 427400

San Francisco, CA 94142-7400

HMIS Partner Agency:

Name: _____

Address Line 1: _____

Address Line 2: _____

Telephone: _____

Fax: _____





I. INTRODUCTION

Every Continuum of Care (CoC) is required to maintain a Homeless Management Information System (HMIS). San Francisco's instance of HMIS is the Online Navigation and Entry (ONE) System. The implementation of this system will fundamentally alter how homeless services are provided, serve as the main repository for client information, and function as the primary communication tool for service providers.

San Francisco is currently transitioning 15 legacy databases to the ONE System to drastically improve the client intake process, how clients connect to services, and assist clients in maintaining housing. The following outlines the roles and responsibilities of all parties involved in the development, management, and utilization of the ONE System.

II. KEY POLICY DOCUMENTS

Coordinated Entry, Continuum of Care Standards, and Protocols

1. Federal: [24 Code of Federal Regulations \(CFR\) § 578](#)
2. Federal: [Coordinated Entry Toolkit](#)
3. Local: [San Francisco Coordinated Entry Standards](#)

HMIS Standards and Protocols

1. Federal: [2004 HMIS Data and Technology Standards Final Notice](#)
2. Federal: [2011 HMIS Requirements Proposed Rule](#)
3. Local: P-600 Agreement between the City and County of San Francisco and BITFOCUS

HMIS Data Quality

1. Federal: [2017 HMIS Data Standards Revised Notice](#)
2. Local: [San Francisco Online Navigation and Entry \(ONE\) System Continuous Data Quality Improvement Process](#)

Privacy

1. Federal: [Guidance on HPRP Subgrantee Data Collection and reporting for Victim Service Providers](#)
2. Federal: [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#)
3. Local: [Bitfocus, Inc. Privacy, Security, and Data Sharing](#)
4. Local: City and County of San Francisco's Notice of Data Sharing and Privacy Policy ("Privacy Notice")

III. DEFINITIONS

Agency Lead (AL): an individual employee within each Partner Agency who acts as a representative of the Partner Agency for all domains in the ONE System. ALs are expected to be the point person and to partner with the HMIS Lead Agency to field feedback while reliably and





accurately responding to all requests. ALs manage the Partner Agency's staff requests, provide troubleshooting and technical assistance, and oversee data quality for their colleagues.

Continuum of Care ("CoC"): the collection of entities that comprise the entirety of homeless services in a given community. The necessity and scope of CoC's was established by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. All parties involved in the management of homeless services in a given community are part of the CoC. This includes all local community based organizations and governmental bodies. San Francisco's Department of Homelessness and Supportive Housing (HSH) is the lead agency and the Local Homeless Coordinating Board (LHCB) acts as the governing body for the local CoC.

End User: every employee within a Partner Agency that is not designated as the Agency Lead is an End User. Depending on the scope of services provided by the Partner Agency, End Users will have different levels of access within the ONE System. End Users have a reciprocal relationship with the Agency Lead; End Users receive instruction from the Agency Lead on data entry and system use and, in turn, provide feedback and suggestions to the Agency Lead on system improvement and user functionalities.

HMIS Lead Agency: HSH serves as the HMIS Lead Agency by supporting community based organizations within the CoC. While Bitfocus, Inc. maintains the backend of the ONE System, the HMIS Lead Agency maintains the frontend of the system. This includes establishing best practices, providing oversight of instructional materials and system training, and monitoring data quality. Further, HSH monitors the efficacy of the system as a whole and dictates modification to Bitfocus, Inc.

HMIS System Administrator: Bitfocus, Inc. is the HMIS System Administrator and provides backend services and system development of the ONE System based on the needs of the Agency Leads as directed by the CoC. They are the primary manager of HMIS data system and built the existing instance of the ONE System. Bitfocus, Inc. will continue to alter the system per the needs of the community via HSH.

Oversight Committee: The Local Homelessness Coordinating Board (LHCB) serves as the Oversight Committee for the CoC by reviewing and monitoring all policies and procedures surrounding issues related to homelessness. Additionally, the LHCB provides a forum for the community to participate in discussions around local policy. The LHCB has three subcommittees: the Funding Committee, the Coordinated Entry System/ONE System Committee, and the Policy Committee. The Funding Committee convenes to discuss policies and procedures related to the CoC Notice of Funding Availability (NOFA) from HUD and provides suggestions for changes to the local process of submitting applications to the CoC funding stream. The Coordinated Entry System/ONE System Committee focuses on issues and policies related to the implementation of the HMIS System and the coordinated entry process. The Policy Committee meets in response to changes in policy affected the clients served by the CoC and to assist organizing the annual Point-in-Time Count. All three committees bring suggestions for policy changes and adoption to the LHCB for final approval.





Partner Agency: any entity involved in the CoC who utilizes the ONE System—including service providers across all spectrums and scopes. Each Partner Agency has a reciprocal relationship with the HMIS Lead Agency to receive instruction in usage of the ONE System and provide feedback to the HMIS System Administrator. Most Partner Agencies have their own agency identification in the ONE System allowing them to maintain a comprehensive record of all clients served and services provided. For a full list of partner agencies, see Appendix A.

IV. APPOINTMENT OF AGENCY LEAD

The role of Agency Lead is integral to the continued success of the CoC. Agency Leads liaise between the Partner Agencies, HMIS System Administrator, and Lead Agency. It is the responsibility of the Partner Agency to select an internal candidate to act as Agency Lead to provide **(1) privacy and data sharing oversight, (2) technical assistance, and (3) effective communication** between End Users and external organizations.

Partner Agencies are expected to conduct background checks on any employee being considered to serve as an Agency Lead. Additionally, this individual must have a deep understanding of the protocols surrounding protected health information as outlined by the Health Insurance Portability and Accountability Act (HIPAA). These stipulations are more than just a requirement of the CoC; it is to ensure End Users within Partner Agencies have adequate support and to ensure client level information is never compromised.

As the HMIS Lead Agency, HSH will work closely alongside all Agency Leads to ensure adequate data quality within the ONE System. Data quality reports and communications are forwarded to Agency Leads to ensure accurate and timely data management. Further, it is the Agency Lead's duty to ensure the Partner Agency they represent maintains compliance with this Memorandum of Understanding and all other documents, agreements, and policies surrounding the administration of the ONE System.

V. RESPONSIBILITIES

1. **Agency Lead**
 - a. Coordinate needs and training of End Users within Partner Agency
 - i. Provide HMIS Lead Agency with an updated list of End Users each month
 1. Update HMIS Lead Agency of all employee separations or role changes monthly
 - ii. Ensure new End Users are granted access to the HMIS System
 1. Provide user access roles to HMIS System Administrator
 - iii. Ensure new End Users have reviewed the CoC's most recent training materials
 1. Ensure all End Users have access to new and relevant training materials
 - iv. Identify needs for additional training materials or sessions the CoC should develop
 1. Serve as the on-site HMIS resource to all End Users
 - b. Liaise between Partner Agency and Lead Agency
 - i. Conduct monthly data quality checks





1. Scan for duplicate client records
 2. Ensure active client files are up-to-date
 3. Review accuracy of client exits, exit reasons, and outcomes
 4. Review client referrals from Coordinated Entry Access Points
 - ii. Notify HSH Program Manager of HMIS irregularities
 - iii. Field staff suggestions for potential database improvement / enhancements are
 1. Communicate suggestions to the HSH Program Manager quarterly
 - c. Promote Oversight Committee meetings
- 2. Coordinating Board**
- a. Ensure continued funding of its constituents programs and Partner Agencies
 - i. Maintain records of meeting agenda and decision making process
 - ii. Act as coordinating body for Partner Agencies and any other entity that participates in homeless services that may touch the HMIS System
 - b. Act as arbiter of the philosophy and approach of the CoC
 - i. Guide the CoC in approaching the community and people on whose behalf they work to do so in accordance with the established philosophy
 - ii. Oversee the implementation of all projects within the CoC to ensure they are in accordance with the philosophy that has been established by the Coordinating Board
 1. Advise, alter, and ultimately approve program policies and procedures
 - c. Oversee and advise Lead Agency in the fulfillment of their duty to Partner Agencies and the community served
 - i. Advise on the usage and selection of HMIS System
 1. Ensure System Administrator is fulfilling their agreement to support Lead Agency
 - ii. Advise, alter, and ultimately approve training materials related to HMIS System
 1. Advise, alter, and ultimately approve policies and training materials that protect the privacy of clients, End Users, and Partner Agencies using the HMIS System
 - iii. Advise, alter, and approve the outcome and data standards to which Lead and Partner Agencies will be held
 - d. Ensure the continued integrity of the work done by the CoC
- 3. End User**
- a. Interface with Agency Lead per the needs of the community
 - i. Send proposed HMIS System alterations to the Agency Lead ad hoc
 - b. Attend and participate in Oversight Committee Meetings
 - c. Adhere to all standards outlined in CoC guiding policies and documents¹
 - d. Utilize the HMIS System based on job role and function
 - i. Never access information for any personal, other professional, or academic purposes
 - ii. Resign access to the HMIS system when employment within a Partner Agency ceases

¹ For a full list of HMIS Documents please visit the HSH website at <http://hsh.sfgov.org/overview/one-system/>





- a. Partner Agencies may revoke and/or limit End User access regardless of employment status or job performance
- e. Employ best practices surrounding privacy and confidentiality
 - i. Assume personal responsibility to comply with all privacy policies and procedures
 1. Attend HSH Privacy Training annually and
 - a. Denote compliance with this requirement in the ONE System
 2. Post the [Summary Notice of HIPAA Privacy Practices Poster](#) visible to clients
 3. Do not share personal login information with any person under any circumstances
 - a. Adequately protect login information from malicious interference
 4. Only discuss and share the minimal amount of data extracted from HMIS System when necessary for job roles and responsibilities
 - a. Respect that different End Users have different levels of access
 - b. Only discuss, analyze, and share HMIS System data in accordance with respective levels of access
 5. Take adequate measures to preserve the privacy of one's workstation
 - a. Ensure computer monitor is adequately secured
 6. Lock workstation and filing cabinets when not in use
 7. Contact Agency Lead in any instance of the following:
 - a. Concerns surrounding privacy,
 - b. Unauthorized access to the HMIS System,
 - c. Suspicious activity noted
 8. Respect the confidentiality of any and all client level data encountered
 9. Ensure all new clients are given the Notice of Privacy Standards
 - a. Denote that notice was given when you create a new client profile
 - f. Comply with all standards and practices related to data entry and quality
 1. Complete all required trainings at onboarding and annually thereafter²
 2. Verify the veracity of all data entered into the HMIS System
 3. Note deficiencies in the data and questionable elements in the notes section
4. **HMIS System Administrator**
 - a. Promote a data-oriented culture that embraces accountability and honesty
 - b. Support CoC and Lead Agency
 - i. Provide phone and e-mail support to authorized representatives
 1. Support CoC in implementing and utilizing existing system features and capacities
 2. Connect End Users with Agency Leads or Lead Agency when appropriate
 3. Monitor and maintain the HMIS System
 4. Provide continuous service 24 hours a day/7 days a week
 - c. Provide recovery services of data in the event of a disaster
 - d. Backup the entirety of the system's data per the agreed upon Backup Schedule

² All training materials are posted on the ONE SF Help Center website: <https://onesf.clarityhs.help>





- e. Host the network that houses the HMIS System
 - i. Own and maintain the HMIS hardware, software, and any other required equipment
- f. Provide access to users at all levels
 - i. Verify and account for user access roles monthly
- g. Permit CoC to access Application Program Interfaces (API's) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future CoC systems and infrastructure

5. HMIS Lead Agency

- a. Provide guidance and oversight to Partner Agencies surrounding required reporting
 - i. Oversee and support the following:
 1. Annual Performance Report (APR) collection from Partner Agencies
 2. Biennial Point-In-Time (PIT) Count process as it relates to HMIS
 3. Annual Homeless Assessment Report (AHAR) as it relates to HMIS
- b. Ensure all policy documents are in compliance with Federal Standards
 - i. Create policy and procedure documents related to the HMIS System
 - ii. Create, update as necessary, and disseminate the following documents consistent with HUD standards:
 - a. MOU detailing roles and responsibilities of all parties
 - i. Acquire signed copies of this MOU for each Partner Agency
 - b. Data quality plan
 - c. Privacy plan
 - d. Disaster recovery plan
 - iii. Establish data quality standards in compliance with local and Federal Standards
 1. Create protocols that ensure all parties are maintaining excellent data quality
 2. Hold all parties accountable to the data quality plan
- c. Support Partner Agencies, their Agency Leads, and the End Users whom they represent
 - i. Provide technical assistance and support to Partner Agencies and their employees
 1. Create functional reports Partner Agencies are expected to use to adequately convey the health of the system to external and governing bodies
 2. Verify data produced by Partner Agency reporting is consistent with stipulations in their contracts with CoC and HMIS Lead Agency data
 - ii. Respond to the needs and requests of End Users as conveyed by their Agency Leads
 - iii. Create training materials that Partner Agencies can distribute to End Users
 1. Be available for feedback and discussions in interpreting training materials
 2. Host sessions and training exercises for End Users
 3. Verify proof that training materials have been reviewed by End Users
 - a. Ensure End Users are participating in annual recertification
 - i. Verify that End Users review latest versions of policy documents and have attended all mandatory trainings
 - iv. Stay updated on all changes to federal, state, and local regulations and requirements





- d. Maintain supportive infrastructure behind HMIS
 - i. Ensure continuous staffing and oversight of the HMIS System
 - ii. Follow support provided by LHCB when acting as the governing body of the CoC
 - iii. Disseminate reports to governing bodies when acting as HMIS Lead Agency
 - 1. Prepare client lists during specific reporting periods
 - 2. Prepare inventory of units during specific reporting periods
 - 3. Maintain accounting of clients exiting housing and/or returning to homelessness
 - 4. Collect and submit Annual Performance Reports (APRs) from Partner Agencies
 - 5. Prepare and submit HMIS Annual Performance Reports (APRs)
 - iv. Support Partner Agencies in maintaining high quality data standards
 - 1. Create and distribute reports to ensure Partner Agencies maintain data quality
 - a. Verify Partner Agencies use reports to:
 - i. De-duplicate client records
 - ii. Maintain required documentation
 - iii. Communicate usage, vacancy, and exits of inventory
 - v. Host and attend meetings to reinforce HMIS standards
 - 1. Encourage participation in trainings hosted by System Administrator
- e. Oversee compliance and usage of CoC created policy documents
 - i. Advise and act as consultant for all parties on appropriate HMIS System usage
 - ii. Receive feedback from all parties regarding policies surrounding the HMIS System
 - 1. Forward comments to appropriate bodies
 - 2. Report system health to Oversight Committees
 - 3. Compile suggestions and forward to System Administrator
 - iii. Ensure the operation of the HMIS System is HIPAA compliant
- f. Liaise with System Administrator
 - i. Serve as nexus between System Administrator and Partner Agencies
 - 1. Convey deficiencies, concerns, and suggestions noted by Partner Agency staff
 - ii. Monitor contract between the City and County of San Francisco and Bitfocus, Inc.
 - 1. Take appropriate steps to enforce sections when necessary
 - iii. Serve as a repository of program requirements
 - iv. Inform the architecture and implementation of the HMIS System

6. Partner Agency

- a. Coordinate and enable the compliance of all End Users within the Partner Agency
- b. Handle client data in accordance with privacy statutes and client requests
 - i. Adhere to HIPAA requirements in handling of client data within the HMIS System
 - ii. Ensure the HMIS System will not personally identify clients subject to the Violence Against Women Act (VAWA) including persons whose housing is impacted by the threat of domestic violence or are participating in programs that support victims of domestic violence





- iii. Ensure confidential client information stored in the HMIS System and auxiliary physical documentation with other Partner Agencies is not shared without authorization
 1. Ensure that all clients have received a copy of the City and County of San Francisco's Privacy Notice
 - a. Should a client express to a Partner Agency representative that they would like to opt out of the HMIS System after having already consented to have data stored in it, the Partner Agency should inform the Lead Agency in writing immediately so as to allow the Lead Agency to immediately request the System Administrator delete the client's profile
 - b. Should a client opt out of the HMIS System either by refusing to the terms outlined in the City and County of San Francisco's Privacy Notice or requesting their information not be stored in the cloud-based database, respect the clients wishes by either anonymizing their information or providing services without utilizing the HMIS System
- c. Data Entry and or Usage
 - i. Submit high quality, accurate data to the HMIS System to the best of the ability of the Partner Agency and its End Users, as overseen by the Agency Lead
 - ii. Engage in the CoC's Coordinated Entry System by utilizing the HMIS System to manage client data, assessments, referrals, and housing placements per the specifications of the CoC's guiding documents³
 - iii. Respect both the client and program data entered into the HMIS System by CoC staff and other Partner Agencies by not overwriting, deleting, or altering any data that has not been verified to be deficient, insufficient, or incorrect
 - iv. Maintain a list of all End Users within the Partner Agency to be presented to the Lead Agency upon request at any given time

VI. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Per this Memorandum of Understanding, both the Partner Agency and HMIS Lead Agency (HSH) are indemnified and held harmless from damages, liabilities, litigation, and expenses ("liabilities") resulting from the agency's participation surrounding and usage of the ONE System. All Partner Agencies within the CoC assume full responsibility for preserving the confidentiality of data transmitted to and from the ONE System. Indemnification of liabilities extends to circumstances that arise due to technical support issues including service interruptions and loss of data by fault of any party including HMIS System Administrator (Bitfocus). Agreement to the terms herein does not impart additional liability upon any involved party.

This provision of the Memorandum of Understanding will endure and remain in effect beyond termination of this agreement regardless of the terms or circumstances of termination.

³ For a full list of HMIS Documents please visit the HSH website at <http://hsh.sfgov.org/overview/one-system/>





VII. PERIOD OF OPERATION & TERMINATION

Signature of this document by the Agency Lead immediately enters the Partner Agency and its End Users into the agreements outlined herein until such a time as either party submits a notice of termination. Written notices of termination submitted by either party will take effect 90 days following receipt, however substantial violations of any portion of the Memorandum of Understanding by a Partner Agency may result in immediate termination. Termination by any party for any reason will have no effect on existing agreements between the remaining parties involved. The following agreements endure beyond termination regardless of circumstance:

1. The onus of Partner Agencies to convey client information to the CoC for federal reporting purposes, including but not limited to date and exit locations as well as current income and benefit information.
2. The requirement to maintain the privacy of individuals with medical, financial, and personal information housed within the ONE System.
3. The understanding that data entered into the ONE System will continue to be accessed and updated.
4. The entirety of the section covering "Limitations of Liability and Indemnification."

VIII. MODIFICATION

The CoC and its Partner Agencies may submit recommendations in writing to the Oversight Committee containing proposed amendments, modifications, supplements, or changes to any portion of this agreement including those that affect personal information and privacy. Notices of alteration will be sent to Partner Agencies for their signature immediately following all proposals accepted and adopted by the Oversight Committee.





IX. AGREEMENT TO TERMS OF MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed this _____
day of _____, 20____.

CITY AND COUNTY OF SAN FRANCISCO

Jeff Kositsky
Director
Department of Homelessness and Supportive Housing

Date

AGENCY

Agency Lead Name: _____

Agency Lead Title: _____

Agency: _____

Date





APPENDIX A: List of Partner Agencies

AIDS Housing Alliance
Bayview Access Point
Bernal Heights Neighborhood Center
Bridge Housing
Brilliant Corners
Catholic Charities CYO
Center on Juvenile and Criminal Justice
Central City Access Point
Changes
Chinatown Community Development Corporation
Citizens Housing Corporation
Community Awareness & Treatment Services
Community Housing Partnership
Compass Family Services
Conard House
Curry Senior Center
Delivering Innovation in Supportive Housing
Department of Homelessness and Supportive Housing
Department of Public Health
Department of Human Services
Emergency Solutions Grant
Episcopal Community Services
Eviction Defense Collaborative
Family Medical Emergency Hotel Room
Friendship House Association of America
Glide Community Housing
GP/ TODCO Inc.
Hamilton Families
Hamilton Family Center
Housing First for Families System
Homeless Children's Network
Homeless Employment Collaborative
Homeless Prenatal Program
Hospitality House
HSH Adult & Vet Outreach
HSH SF Homeless Outreach Team

Huckleberry Youth Programs
Human Services Agency
Larkin Street Youth Services
Mary Elizabeth Inn
Mercy Housing
Mission Hiring Hall
Mission Housing Development Corporation
North of Market Senior Services
Progress Foundation
Providence Foundation
Raphael House
Reality House West
Salvation Army
San Francisco Adult Coordinated Entry Agency
San Francisco Network Ministries
San Francisco Housing Development Corp.
Swords to Plowshares
Taking it to the Streets
Tenderloin Housing Clinic
Tenderloin Neighborhood Development Corporation
United Council of Human Services
University of California San Francisco
Veterans Administration

