



**Community Action Partnership
of San Bernardino County**

**San Bernardino County Continuum of Care
Homeless Management Information System
(SBC CoC HMIS)**

POLICIES AND PROCEDURES MANUAL

Table of Contents

1. PROJECT SUMMARY	4
A. Background: The Congressional Directive	4
B. Organization: CAPSBC	4
C. Mission Statement & Vision	4
D. Software	5
2. PARTICIPATION ELIGIBILITIES	5
3. PARTICIPATION REQUIREMENTS	6
A. Adherence to Policies	6
B. Participation Agreements	6
C. Technical Standards	6
D. Staffing Responsibilities	7
E. Training	10
F. Participation Fees	10
4. CLIENT RIGHTS	10
A. Communication	10
B. Participation Opt Out	11
C. Access to Records	11
D. Grievances	11
5. POLICIES FOR USERS AND AGENCIES	12
A. User Access	12
B. User Activation	12
C. Passwords	12
D. User Levels	13
E. Confidentiality and Informed Consent	16
F. Data Quality	16
G. Data Use by SBC CoC	18
H. Data Use by CAPSBC	18
I. Data Use by Vendor	18
J. Data Use by Agency	18
K. Maintenance of Onsite Computer Equipment	18
L. Downloading of Data	19
M. Data Sharing	19
N. Data Release	20
O. Agency Customization	20
P. Outcomes Management Technical Assistant	21
6. TECHNICAL SUPPORT AND SYSTEM AVAILABILITY	21
A. Technical Support	21
B. System Availability and Scheduled Maintenance	22
C. Unplanned Interruption to Service	23
D. End-User Manual	23
7. SYSTEM ARCHITECTURE AND SECURITY	23
A. Encryption Management	23
B. Virus Protection	23
C. Backup and Recovery Procedures	24
D. Hosting	25

E. Access Privileges	25
8. VIOLATIONS	25
A. Right to Deny Access	25
B. Reporting a Violation	26
C. Possible Sanctions	26
9. GRIEVANCES	26
A. Client Grievance Process	26
B. Agency Grievance Process	27
10. GLOSSARY OF TERMS	27
11. APPENDIX OF FORMS AND NOTICES	30
Client Consent.....	31
Information Release Authorization.....	32
HMIS Privacy Posting/Notice.....	33
Mandatory Collection Notice.....	34
HMIS Participating Agency Agreement.....	35
HMIS End-User Agreement.....	40
User ID Request.....	42
Grievance Filing Form	43
Client Revocation of Consent for_HMIS Data Sharing	44
Termination of Employee Notice	45
12. ACKNOWLEDGEMENT	46

1. PROJECT SUMMARY

A. Background: Congressional Directive

The Homeless Management Information System (HMIS) refers to a system for tracking the use of homeless programs and producing an unduplicated count of the people using those programs. In 2001, Congress directed the U.S. Department of Housing and Urban Development (HUD) to ensure that homeless programs using federal funds participate in local systems to track the use of services and housing.

The funding programs include:

- Emergency Shelter Grant (ESG)
- Supportive Housing Program (SHP)
- Shelter Plus Care (S+C)
- Section 8 Moderate Rehabilitation Single Room Occupancy Program (SRO)
- Housing Opportunities for People with AIDS (HOPWA)

To adhere to Congress' directive, HUD has directed communities to assess their own needs and select the HMIS software that best meets those needs. HUD has provided substantial technical assistance to Lead Organization to support the planning process.

All service providers in the San Bernardino County Continuum of Care (SBC CoC) are required to participate in HMIS to contribute to a better understanding of homelessness in our communities.

B. Organization: CAPSBC

Community Action Partnership of San Bernardino County (CAPSBC) is the HUD grantee responsible for administering the HMIS Supportive Housing Program (SHP) grant and the HMIS Lead Organization. CAPSBC has the "responsibility to establish, support and manage HMIS in a manner that will meet HUD's standards for minimum data quality, privacy, security, and other requirements for organizations participating in HMIS."

CAPSBC's goal is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. Our charter is to provide a comprehensive case management system that allows the user to use the collected information to make informed program decisions.

C. Mission Statement & Vision

Vision: SBC CoC HMIS is dedicated to providing the best possible, highest quality HMIS to enhance the delivery of services for persons experiencing homelessness.

Mission Statement: SBC CoC HMIS will improve data collection, advance the provision of quality services for homeless persons, and promote more responsive policies to end homelessness in San Bernardino County.

Specifically, SBC CoC HMIS will:

- Facilitate the coordination of service delivery for homeless persons;
- Enable agencies to track referrals and services provided, report outcomes, and manage client data using accessible, user-friendly and secured technology; and
- Enhance the ability of policy makers and advocates to gauge the extent of homelessness and plan services appropriately throughout San Bernardino County.

D. Software

SBC CoC's goal is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. Our charter is to provide a comprehensive case management system that allows the user to use the collected information to make informed program decisions. The selected software includes a focus on Outcomes Management which is intended to provide value by allowing the user to set and measure client and program milestones and target achievements.

The software includes:

- Outcome Management
- Client demographic data collection
- Comprehensive client case management
- Bed maintenance, tracking and assignment module
- Customized reporting capability
- Customized assessment capability
- Real time data collection and reporting
- Employment, Education and Housing history tracking
- Savings tracking
- Group activities management
- Group case notes management
- Advanced security features
- Outreach capability

SBC CoC HMIS is not connected to any federal or national data collection facility and data is not passed electronically to any other national database for homeless or low-income individuals.

2. PARTICIPATION ELIGIBILITIES

HUD recognized that implementing an HMIS is difficult and time-consuming process and must necessarily be done in stages. Participation eligibilities and priorities were determined by the following: first priority is to bring on board emergency shelters, transitional housing programs, and outreach programs. Providers of emergency shelter, transitional housing, and homeless outreach services should be included in the HMIS as early as possible, regardless of

whether they receive funding through the McKinney-Vento Act or from other sources.

As a second priority, HUD encourages Continuum of Cares (CoC) to actively recruit providers of permanent supportive housing funded by HUD McKinney-Vento Act programs and other HUD programs. As a third priority, CoCs should recruit homeless prevention programs, Supportive Services Only programs funded through HUD's Supportive Housing Program, and non-federally funded permanent housing programs.

3. PARTICIPATION REQUIREMENTS

A. Adherence to Policies

All HMIS participating agencies must agree to the policies in this document in order to participate in SBC CoC HMIS. A signed agreement is required of all end users and participating agencies. This section details technical, staffing assignments and training that must be fulfilled prior to being granted access to the system.

This Policies and Procedures Manual and all attachments may be amended as needed at any time. Participating Agencies will be notified of any changes and/or amendments to the Policies and Procedures Manual.

B. Participation Agreements

Participating Agencies are homeless service providers that utilize SBC CoC HMIS for the purposes of data entry, data editing and data reporting. Relationships between the SBC CoC and Participating Agencies are governed by any standing agency-specific agreements or contracts already in place, the HMIS Participating Agency Agreement, and the contents of the HMIS Policies and Procedures Manual. All Participating Agencies are required to abide by the policies and procedures outlined in this Manual.

Prior to obtaining access to SBC CoC HMIS, every agency must adopt the following documents:

- **HUD Data and Technical Standards**
- **HMIS Participating Agency Agreement** – The agreement made between the Participating Agency Executive Management and CAPSBC which outlines agency responsibilities regarding their participation in the HMIS. This document is legally binding and encompasses all state and federal laws relating to privacy protections and data sharing of client specific information.
- **Interagency Data Sharing Agreement** – Must be established between agencies if sharing of client level data above and beyond the minimum shared elements (Central Intake) is to take place.
- **Client Consent/Information Release Forms** – To be implemented and monitored by agencies and would require clients to authorize in writing the entering and/or sharing of their personal information electronically with other Participating Agencies throughout SBC CoC HMIS where applicable.

- **HMIS End-User Agreement** – Signed by each HMIS End-User and the user will agree to abide by standard operating procedures and ethics of HMIS.
- **Privacy Notice** – Each Participating Agency will post a written explanation describing the agency’s privacy policies regarding data entered into SBC CoC HMIS.
- **Client Revocation of Consent to Release Information Form** – Client revokes permission to share or release personal information in SBC CoC HMIS.
- **Grievance Form** – The client has a right to file with the HMIS Lead Organization if the client feels that the Participating Agency has violated their rights.
- If Applicable, **Transfer of Data Agreement** – The agreement made between the Participating Agency Executive Director and CAPSBC to integrate, upload, or migrate data from the agency’s existing system to SBC CoC HMIS.
- **Termination of Employee** – This form is to notify the HMIS System Administrator that the referenced employee will no longer work for the organization and thus all access to the HMIS needs to be revoked.

All agencies will be subject to periodic on-site security monitoring to validate compliance of the agency’s information security protocols and technical standards.

C. Technical Standards

CAPSBC, as the HMIS Lead Organization is responsible for each Participating Agency’s oversight and adherence to HUD’s Technical Standards as follows:

High Speed internet access

- DSL, Cable, T1 Line, etc.
- No dial up connections
- Dedicated IP address is recommended
 - DHCP may be used
 - Static IP address will be required if the administrative burden of using DHCP becomes too great

PC w/ Internet Explorer 5.5 or higher

- No Netscape, Mozilla, AOL etc...
- No Mac’s, UNIX, Linux etc...

Microsoft .NET Framework Version 2.0 or higher

- Can be downloaded from www.microsoft.com/downloads.
- Windows NT sp6a, Windows XP
- If running XP we recommend running SP2

Firewall

- Must use Network Address Translation (NAT) behind firewall
- If wireless is used must be protected with at minimum Wired Equivalent Privacy (WEP)

- Must be placed between any internet connection and PC for the entire network.

Antivirus on ALL systems connected to an agency’s network

- Must have most recent Virus Security Updates
- This includes systems which Terminal or VPN into the network

D. Staffing Responsibilities

Each Participating Agency will need to have staff to fulfill the following roles. The responsibilities assigned to these individuals will vary. However, all functions must be assigned and communicated to the HMIS System Administrator.

Role	Functions
<p>Executive Management</p> <p><i>Oversight Responsibility for all activities associated with agency’s participation in SBC CoC HMIS.</i></p>	<ul style="list-style-type: none"> • Signs the HMIS Participating Agency Agreement and any other required forms prior to accessing SBC CoC HMIS • Authorizes data access to agency staff and assigns responsibility for custody of the data. • Establishes, adopts and enforces business controls and agrees to ensure organizational adherence to SBC CoC HMIS Policies and Procedures. • Communicates control and protection requirements to HMIS Users and other agency staff as required. • Assumes responsibility for the integrity and protection of client-level data entered into the system. • Assumes liability for any misuse of the software by agency staff. • Assumes responsibility for posting Privacy Notice • Assumes the responsibility for the maintenance and disposal of on-site computer equipment. • Provides written permission to the HMIS System Administrator to perform the decryption of data to upgrade SBC CoC HMIS technology. • Provides written permission to the HMIS System Administrator to perform the decryption of agency data to upgrade SBC CoC HMIS database server to new technology when the database becomes obsolete. • Periodically reviews system access control decisions.

Role	Functions
<p data-bbox="269 264 529 394">Outcome/Program Manager and/or Agency Administrator</p> <p data-bbox="269 432 472 632"><i>Internal agency resource for outcome management planning and implementation</i></p>	<ul data-bbox="602 264 1365 705" style="list-style-type: none"> • Serves as the liaison between agency managers, HMIS Users and Outcome Specialists. • Attends required Outcomes Management training, Agency Administrator training, and technical assistance (TA) sessions. • Develops and enters into SBC CoC HMIS the outcome performance targets and milestones. • Reports system problems and data-related inconsistencies to HMIS System Administrator or Outcome Specialist as needed.
<p data-bbox="269 814 483 846">HMIS End-User</p>	<ul data-bbox="602 783 1360 1766" style="list-style-type: none"> • Completes training on the appropriate use of SBC CoC HMIS prior to accessing the system. • Acknowledges an understanding of this Policies and Procedures Manual. • Adheres to any agency policies that affect the security and integrity of client information. • Is responsible for SBC CoC HMIS Data Quality. Data quality refers to the timeliness of entry, accuracy and completeness of information collected and reported in HMIS. • Signs HMIS End-User Agreement and any other required forms prior to accessing system. • Reports system problems and data-related inconsistencies to Agency Administrator or Outcome Manager as appropriate. • If applicable, obtains client signature on Client Consent/Information Release Form. • Gives client written copy of Statement of Client Rights. • Verbally communicates client's rights and uses of client's data.

E. Training

All HMIS Users must complete training appropriate to their functions as described on Item B. Staff Responsibilities prior to gaining access to SBC CoC HMIS. CAPSBC will provide training to all users at the beginning of the agency's SBC CoC HMIS implementation and periodic refresher training for other users as needed.

Identified training tracks include:

- Outcomes Management Training
- Privacy/Ethics Training
- Data Security Training
- Data Quality Training
- Report Training
- HMIS User training

F. Participation Fees

CAPSBC reserves the right to charge a participation fee to use the system.

4. CLIENT RIGHTS

Clients served by agencies participating in SBC CoC HMIS have the following rights:

A. Communication

1. Clients have a right to privacy and confidentiality.
2. Clients have a right to not answer any questions unless entry into the Agency's program requires it.
3. Client information may not be shared without informed consent (posting of **Privacy Notice** and **Mandatory Collection Notice**)
4. Every client has a right to an understandable explanation of SBC CoC HMIS and what "consent to participate" means. The explanation shall include:
 - a. Type of information collected
 - b. How the information will be used
 - c. Under what circumstances the information will be used
 - d. That refusal to provide consent to collect information shall not be grounds for refusing entry to the program.
 - e. A copy of the consent shall be given to the client upon request, and a signed copy kept on file at the Participating Agency, if applicable.
 - f. A copy of the **Privacy Notice** shall be made available upon client request.
 - g. A copy of the Statement of Client Rights shall be made available upon client request.

B. Participation Opt Out

Clients have a right not to have their personal identifying information in SBC CoC HMIS shared outside the agency, and services cannot be refused if the client chooses to opt out of participation in the HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.

In the event that a client previously gave consent to share information in SBC CoC HMIS and chooses at a later date to revoke consent (either to enter or to share), a **Client Revocation of Consent to Release Information Form** must be completed and kept on file.

C. Access to Records

A client has the right to request access to their personal information stored in SBC CoC HMIS from the authorized agency personnel. The agency, as the custodian of the client data, has the responsibility to provide the client with the requested information except where exempted by state and federal law.

When requested, a client has the right to:

1. View his or her own data contained within SBC CoC HMIS; or
2. Receive a printed copy of his or her own data contained within SBC CoC HMIS

No client shall have access to another client's records within SBC CoC HMIS. However, parental/guardian access will be decided based upon existing agency guidelines. The information contained in the Central Intake section of SBC CoC HMIS can be provided at any agency the client requests it from, as long as the client has previously given the other agency consent to share and that consent is still in force.

D. Grievances

The client has the right to file a grievance with Participating Agency. All Participating Agencies must have written grievance procedures that can be provided to a client on demand. If, after following the grievance procedure, the grievance is not resolved, the complaint may be escalated to CAPSBC (See Appendix for Grievance Form).

5. POLICIES FOR END-USERS AND PARTICIPATING AGENCIES

A. User Access

User access will be granted only to those individuals whose job functions require legitimate access to SBC CoC HMIS. Each HMIS End-User will satisfy all the conditions herein and have signed the **HMIS End-User Agreement** before being granted access to SBC CoC HMIS.

Explanation: The Participating Agency will determine which of their employees need access to SBC CoC HMIS. Identified users must sign the **HMIS End-User Agreement** stating that he/she has received training, will abide by SBC CoC HMIS Policies and Procedures, will appropriately maintain the confidentiality of client data, and will only collect, enter and retrieve data in SBC CoC HMIS relevant to the delivery of services to homeless people in the area served by SBC CoC HMIS. The Agency Administrator will be responsible for the distribution, collection and storage of signed **HMIS End-User Agreements**. The existence of signed **HMIS End-User Agreements** will be verified and a copy obtained during the onsite review process by the HMIS System Administrator.

B. User Activation

The HMIS System Administrator will provide unique user names and passwords to each Participating Agency user.

Explanation: User names will be unique for each user and will not be shared with other users. The HMIS System Administrator will set up a unique user name and password for each user upon completion of training and receipt of the signed **HMIS User Agreement** and the receipt of the signed acknowledgement of the Policies and Procedures Manual from each user via the Agency Administrator. The sharing of user names will be considered a breach of the **HMIS End-User Agreement**.

C. Passwords

Passwords must be no less than eight and no more than sixteen characters in length, and must be alphanumeric upper and lower case with special characters. The HMIS System Administrator will communicate passwords directly to the end-user. Agency Administrators will contact the HMIS System Administrator to reset a user's password.

Forced Password Change (FPC): The FPC will occur every one hundred and eighty (180) consecutive days. Passwords will expire and user will be prompted to enter a new password. Users may not use the same password consecutively, but may use the same password more than once.

Unsuccessful logon: If a User unsuccessfully attempts to logon three times, the User ID will be “locked out”, access permission revoked and user will be unable to gain access until their password is reset by the HMIS System Administrator in the manner stated above.

D. User Levels

- 1. Client Data Entry:** This group consists of the front line intake workers. They will have access to just the central intake forms in order to intake a client.
- 2. Case Manager:** This group consists of case managers who provide the day-to-day updating of client files. Case Managers will have access to all records located in Central Intake and in the Client folder, including Program Entry, Case Notes, Track Savings, Assessments, Group Services, and Program Exit.
- 3. Program Manager:** This group has all the access listed above, and additional access to reporting features located in the HMIS.
- 4. Agency Administrator:** This group has all the access listed above, and additional access to the Agency Folder, in which they will maintain agency set-up information like program set-up, milestones, targets, and contracts/grants.
- 5. Reports Only:** This group includes any user at the agency who does not need to have access to client information except in report form. These reports can be canned (already built) reports, ad-hoc reports, and customized reports.
- 6. HMIS System Administrator:** This group of top-level SBC CoC HMIS Administrator supports all agencies within the continuum and will have access to every part of SBC CoC HMIS in order to support users.

E. Confidentiality and Informed Consent

All Participating Agencies agree to abide by and uphold all privacy protection standards established by SBC CoC HMIS as well as their respective agency’s privacy procedures. The Agency will also uphold relevant Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release program level client data with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws.
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Explanation: SBC CoC HMIS Participating Agencies are required to develop procedures for providing oral explanations to clients about the usage of a computerized HMIS and are required to post a **Mandatory Collection Notice** and a **Privacy Notice** in order to share central intake client information with other HMIS Participating Agencies. HUD Data Standards provide guidance for Participating Agencies regarding certain HMIS policies. However, in instances of conflict between state or federal law and the HUD Data and Technical Standards, the state and/or federal law take precedence.

Oral Explanation: All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Participating Agency will provide an oral explanation of SBC CoC HMIS and the terms of consent. The agency is responsible for ensuring that this procedure takes place prior to every client interview. The explanation must contain the following information, which is also included in the “**Privacy Notice**”:

- What SBC CoC HMIS is: a web-based information system that homeless service agencies within the San Bernardino County Continuum of Care use to capture information about the persons they served.
- Why gather and maintain data: Data collection supports improved planning and policies including determining whether desired outcomes were achieved and where more or other resources may be needed, identifying best and promising practices, and identifying factors that support or hinder achievement of outcomes.
- Security: Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client records.
- Privacy Protection: No program level information will be released to another agency or individual without written consent; client has the right to not answer any question, unless entry into a program requires it; client information is stored encrypted on a central database and information that is transferred over the web is transferred through a secure connection; client has the right to know who has added to, deleted, or edited their SBC CoC HMIS record.
- Benefits for clients: Facilitates streamlined referrals, coordinated services, unduplicated intakes and access to essential services and housing.

Written Explanation: Each client whose program level information is being shared with another Participating Agency must agree via the **Interagency Data Sharing Agreement**. A client must be informed as to what information is being shared and with whom it is being shared.

- Information Release: The Participating Agency agrees not to release client identifiable information to any other organization pursuant to federal and state law without proper client consent. See attached Client Consent Form and Regulations below.
- Regulations: The Participating Agency will uphold all relevant Federal and California State Confidentiality regulations to protect client records and privacy. In addition, the Participating Agency will only release client records with written consent by the client, unless otherwise provided for in regulations, specifically, but not limited to, the following:
 - The Participating Agency will abide specifically by 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 Participating Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

- The Participating Agency will abide specifically with 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.
- The Participating Agency will abide specifically with the California Government Code 11015.5 regarding program level 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.
- The Participating Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research. All client identifiable data is inaccessible to unauthorized users.
- Participating Agencies are bound by all restrictions placed upon the data by the client of any Participating Agency. The Participating Agency shall diligently record in SBC CoC HMIS all restrictions requested. The Participating Agency shall not knowingly enter false or misleading data under any circumstances.
- The Participating Agency shall maintain appropriate documentations of client consent to participate in SBC CoC HMIS.
- If a client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is unavailable from date of withdrawal to all other Participating Agencies.
- The Participating Agency shall keep signed copies of the Client Consent Form/Information Release form (if applicable) and/or the **Interagency Data Sharing Agreement** or for SBC CoC HMIS for a minimum of seven years from the date of client exit.
- **Postings: Privacy and Mandatory Collection Notices** must be posted at the agency:
 1. The Agency must post **Privacy and Mandatory Collection notices** at each intake desk or comparable location.
 2. The **Privacy and Mandatory Collection notice** must be made available in writing at the client's request.
 3. If the agency maintains an agency website, a link to the **Privacy Notice** must be on the homepage of the agency's website.

F. Data Quality

HMIS Users are responsible for ensuring Data Quality. Data quality refers to the timeliness, accuracy and completeness of information collected and reported in SBC CoC HMIS. All Participating Agencies agree to enter, at a minimum HUD required universal data elements.

Explanation: HMIS data quality refers to the extent that data recorded in the SBC CoC HMIS accurately reflects the same information in the real world. Participating Agencies need to adopt HUD's data quality standards in order to help SBC CoC better understand and address homelessness in San Bernardino County. Data quality refers to the timeliness, accuracy, completeness and consistency of information collected and reported in SBC CoC HMIS.

- **Data Timeliness:** To be most useful for reporting, an HMIS should include the most current information on the clients served by participating homeless programs. To ensure the most up to date data, information should be entered by user as soon as it is collected. Intake data needs to be added within 2 working days of the intake process or client encounter. Information that tends to change periodically also needs to be regularly verified and/or updated, such as information on income sources and amounts.
- **Data Accuracy:** Information entered into the HMIS needs to be valid, i.e. it needs to accurately represent information on the people that enter any of the homeless service programs contributing data to the SBC CoC HMIS.
- **Data Completeness:** To release meaningful information from the SBC CoC HMIS, data need to be as complete as possible, i.e. they should contain all required information on all people served in the program (i.e. emergency shelter) during a specified time period. On the macro level, the goal of achieving adequate HMIS coverage and participation by all local programs is essentially about ensuring that the records are representative of all the clients served by these programs. If a client record is missing, then aggregate reports may not accurately reflect the clients served by the program. Similarly, if an entire program is missing, data from the SBC CoC HMIS may not accurately reflect the homeless population in the community.
- **Data Consistency:** HMIS end-user must have an understanding of what data need to be collected and in which way. Different interpretations of how questions for data collection should be asked or a lack of understanding of what answers to questions mean lead to aggregate information that cannot be correctly interpreted and presented.
- **Universal Data Elements:** The universal data elements should be collected by all agencies serving homeless persons. The universal data standards will make possible unduplicated estimates of the number of homeless people accessing services from homeless providers, basic demographic characteristics of people

who are homeless, and their patterns of service use. The universal data standards will also allow measurement of the number and share of chronically homeless people who use homeless services. The standards will enable generation of information on shelter stays and homelessness episodes over time.

The universal data elements are:

- Name
 - Social Security Number
 - Date of Birth
 - Ethnicity and Race
 - Gender
 - Veteran Status
 - Disabling Condition
 - Residence Prior to Program Entry
 - Zip Code of Last Permanent Address
 - Program Entry Date
 - Program Exit Date
 - Bed utilization (if applicable)
 - Unique Person Identification Number (System generated)
 - Program Identification Number (System generated)
 - Household Identification Number (System generated)
- **Program-Specific Data Elements:** Most of the program-specific data elements are required for HUD McKinney Vento programs that are required to submit Annual Progress Reports. These programs are Shelter Plus Care, the Supportive Housing Program, Section 8 SRO Mod Rehab for the homeless, and HOPWA-funded homeless programs. The required data elements for programs that submit APRs include:
 - Income and Sources
 - Non-Cash Benefits
 - Physical Disability
 - Developmental Disability
 - HIV/AIDS
 - Mental Health
 - Substance Abuse
 - Domestic Violence
 - Services Received
 - Destination
 - Reasons for Leaving
 - The optional program-specific data elements include:
 - Employment
 - Education

- General Health Status
- Pregnancy Status
- Veteran's Information
- Children's Education

To enhance HMIS data quality, HMIS System Administrator utilizes a variety of data quality monitoring reports that identify missing universal data elements including program entry and un-exited clients. Program entry and exit dates are validated against paper records from HMIS participating agencies.

G. Data Use by SBC CoC

Explanation: For the purposes of CoC planning, the aggregate data can be used to generate an unduplicated count of clients and to understand their characteristics, factors contributing to homelessness, and use of system resources. The information can identify gaps and duplication in services

H. Data Use by CAPSBC

Explanation: For the purposes of system administration, user support, and program compliance, CAPSBC will use the data contained within SBC CoC HMIS for analytical purposes only and will not disseminate client-level data. CAPSBC will release **aggregate** data contained within SBC CoC HMIS for research and reporting purposes only.

I. Data Use by Vendor

Explanation: The Vendor and its authorized subcontractor(s) shall not use or disseminate data contained within SBC CoC HMIS without express written permission. If permission is granted, it will only be used in the context of interpreting data for research and for system troubleshooting purposes.

J. Data Use by Agency

Explanation: As the guardians entrusted with client personal data, HMIS Users have a moral and a legal obligation to ensure that the data they collect is being gathered, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used to the ends to which it was collected, ends that have been made explicit to clients and are consistent with the mission of the agency and the HMIS to assist families and individuals to resolve their housing crisis. Proper user training, adherence to SBC CoC HMIS Policies and Procedures, and a clear understanding of client confidentiality are vital to achieving these goals. Any individual or Participating Agency misusing, or attempting to misuse SBC CoC HMIS will be denied access to the system.

K. Maintenance of Onsite Computer Equipment

Explanation: Participating Agencies commit to a reasonable program of data and equipment maintenance in order to sustain an efficient level of system operation.

Participating Agencies must meet the technical standards for minimum computer equipment configuration; Internet connectivity, antivirus and firewall.

The Executive Management or designee will be responsible for the on-site computer equipment and data used for participation in SBC CoC HMIS including the following:

1. **Computer Equipment:** The Participating Agency is responsible for maintenance of onsite computer equipment. This includes the following:
 - Workstation(s) accessing SBC CoC HMIS must have a username/ password to log onto Microsoft Windows Operating System.
 - Workstation(s) accessing SBC CoC HMIS must have locking, password-protected screen saver
 - Workstation(s) accessing SBC CoC HMIS must have a PKI (Public Key Infrastructure) certificate
 - Workstation(s) accessing SBC CoC HMIS must have a static IP address
 - All workstations and computer hardware (including agency network equipment) must be stored in a secure location (locked office area)
2. **Data Storage:** The Participating Agency agrees to only download and store data in a secure environment.
3. **Data Disposal:** The Participating Agency agrees to dispose of documents that contain identifiable client level data by shredding paper records, deleting any information from diskette before disposal, and deleting any copies of client level data from the hard drive of any machine before transfer or disposal of property.

L. Downloading of Data

HMIS Users will maintain the security of any client data extracted from SBC CoC HMIS and stored locally, including all data contained in custom reports. HMIS End-Users may not electronically transmit unencrypted client data across a public network.

Explanation: To ensure that SBC CoC HMIS is a confidential and secure environment, data extracted from SBC CoC HMIS and stored locally will be stored in a secure location and will not be transmitted outside of the private local area network unless it is properly protected. Security questions can be addressed to the HMIS System Administrator. Any personally identifiable information will not be distributed through e-mail.

M. Data Sharing

Basic client information within the system will be shared based upon the level of consent designated by the client within SBC CoC HMIS. A client may choose to limit the period of time for which their data will be shared.

Explanation: Data sharing refers to the sharing of information between Participating Agencies for the coordination of case management and client service delivery. Basic client information in the Central Intake includes:

- Demographics
- Household
- Referral
- Eligibility
- Education/Employment
- Scanned documents

Clients have the ability to agree to the level of consent and time period to which the consent is valid. Participating Agencies are not required to agree to such requested restrictions if collection and sharing of such data is necessary for service delivery and reporting or to consent that is broader than that normally extended at their agency. Clients may elect to share additional information as indicated on the **Interagency Data Sharing Agreement**.

Program level information in either electronic or paper form will never be shared outside of originating agency without written client consent. Information that is shared with written consent will only be used for the purpose of service delivery, such as:

- Shelter stays
- Food
- Clothing
- Transportation
- Employment
- Housing
- Childcare
- TB clearance status
- Utilities assistance
- Life-skills sessions

N. Data Release

Aggregate level (client de-identified) data may be released by Agencies, the SBC CoC and/or by SBC CoC HMIS under certain criteria. Client-level data may only be released by written consent from the client for a specified purpose.

Explanation: Data release refers to the dissemination of aggregate and/or client-level information for statistical, analytical, reporting, advocacy, regional needs assessment, trend analysis, etc.

- 1. Agency Release:** Each Participating Agency owns all data it enters into SBC CoC HMIS. The agency may not release any client level information without the express written consent of the client. Agencies may release program and/or aggregate level data for all clients to whom the agency provided services. No individual client data will be provided to any group or individual that is neither the Participating Agency that entered the data nor the client without proper authorization or consent by the client. This consent includes the express written authorization for each individual or group requiring access to the client's data.
- 2. CAPSBC Release:** CAPSBC will develop an annual release of **aggregate** data in a summary report format, which will be the standard response for all requests for data. CAPSBC will not release agency or client- specific data to outside groups or individuals.

O. Agency Customization

A Participating Agency will have the ability to request system customization at the Agency level to reflect the data collection needs for their specific program(s). SBC CoC HMIS contains certain fields that can be tailored at no cost to the agency. Additional customization as performed by the software vendor or HMIS System Administrator may be purchased at the expense of the agency.

Explanation: Participating Agencies have some ability to customize SBC CoC HMIS fields to meet the specific needs of their program. At the request of the Agency Administrator, the HMIS System Administrator will evaluate the request and implement the changes as warranted.

P. Outcomes Management Technical Assistance

Outcomes Management Training is required for agencies to participate in SBC CoC HMIS.

Explanation: All agencies are required to develop performance targets and milestones and input the data for each program to be entered into SBC CoC HMIS.

6. TECHNICAL SUPPORT AND SYSTEM AVAILABILITY

A. Technical Support

CAPSBC will provide technical support to all Agency Administrators and HMIS End-Users as needed.

Explanation: The Agency Administrator will provide first level technical support. Additionally, CAPSBC Technical Support team will provide technical support to Agency Administrators and HMIS Users within the continuum.

Technical Support Hours – 8:00 a.m. – 5:00 p.m. (PST), Monday through Friday (Excluding Holidays).

CAPSBC staff will respond in a timely manner to any requests for support made during the above hours. For technical support, please contact:

- Tuan Huynh, HMIS Manager
Phone: (909) 723-1522
E-mail: thuynh@capsbc.sbcounty.gov
- Justin Feir, Automated Systems Technician
Phone: (909) 723-1523
E-mail: jfeir@capsbc.sbcounty.gov

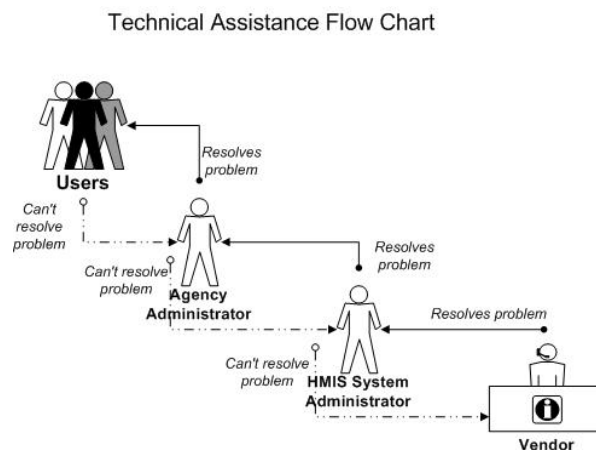
Assistance will be provided in the following areas:

- **Help Desk Support:** Help Desk support is provided to help HMIS End-Users access and utilize SBC CoC HMIS, including technical support for installed SBC CoC HMIS computer system.
- **Trainings:** User training, Outcome Management training, Data Quality
- **System Customization:** SBC CoC HMIS contains certain fields that can be tailored at no cost to the agency.
- **Reporting:** Training and technical assistance in accessing standardized reports and the creation of ad hoc (custom reports).
- **Data Analysis:** Interpreting reports.

Additional costs may apply in the following areas:

- **System Customization:** Agency-specific customization requests.
- **Reporting:** Agency-specific customized reports.
- **Data Conversion/Migration:** Assist in the development of a data conversion/migration plan and provide support in data conversion/migration implementation.
- **Data Analysis:** Extensive analysis of agency's data.

Requests should be delineated as follows:



B. System Availability and Scheduled Maintenance

SBC CoC HMIS will be available to users at a minimum of 97.5% of the year.

Explanation: Necessary downtime for SBC CoC HMIS upgrades and patches will be communicated by HMIS System Administrator system-wide and performed in the late hours when possible. Notification will be made via e-mail and/or fax with the schedule for the interruption to service. The notice will explain the need for the interruption and expected benefits or consequences.

C. Unplanned Interruption to Service

In the event of unplanned interruption to service, HMIS System Administrator will notify all Participating Agencies as soon as possible.

Explanation: When an event occurs that makes SBC CoC HMIS inaccessible, the HMIS System Administrator will analyze and determine the problem. In the event it is determined that SBC CoC HMIS accessibility is disabled system-wide, then the HMIS System Administrator will work with the software vendor to repair the problem. Within two hours of problem awareness, Participating Agencies will be informed of the estimated system availability. HMIS System Administrator will notify Participating Agencies via e-mail and/or fax when service has resumed.

D. End-User Manual

Every HMIS End-User will receive a copy of the HMIS End-User Manual.

Explanation: CAPSBC will provide SBC CoC HMIS Training Manual(s). The manual will be distributed initially at user training. The manual will serve to provide users with information needed to effectively use the software as it pertains to their job function, program and agency.

7. SYSTEM ARCHITECTURE AND SECURITY

A. Encryption Management

Client Protected Personal Information (PPI) stored on the central server will always be encrypted except during specific procedures.

Explanation: Client's confidential information will only be decrypted when SBC CoC HMIS server becomes obsolete and necessitates an upgrade in technology. Should the necessity arise, the HMIS System Administrator, on behalf of the vendor, will obtain the written permission of the Executive Management of each Participating Agency to perform the decryption and subsequent database conversion to a new technology.

B. Virus Protection

Agency Responsibilities: All Participating Agency computers and networks must have up-to-date anti-virus software installed.

Explanation: All Participating Agency computers must be protected by anti-virus software. The anti-virus software should be updated regularly to maintain maximum protection from the most recently released viruses. In addition, Agency Administrators should update and install the latest security patches for their operating system which are available from the manufacturer.

Vendor Responsibilities: The vendor will take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to SBC CoC HMIS. Data and application server will be scanned daily for viruses.

Explanation: The vendor will ensure the following:

- Antivirus software (i.e.: Norton Anti-Virus) & live update scheduled daily
- Real-time virus scan enabled

C. Backup and Recovery Procedures

SBC CoC HMIS has arranged for regularly scheduled backups of the HMIS database to prevent the loss of data.

Explanation: Multiple levels of backup and storage will be used for key data and files within SBC CoC HMIS. Backups will provide for the loss of multiple cycles.

A. The vendor will perform data backup procedures in the following manner:

1. Daily – resulting in a seven (7) day backup;
2. Weekly – resulting in a four (4) or five (5) week backup; and
3. Monthly – during the term of contract with the vendor.

B. The vendor will maintain an off-site replicate system, which includes off-site storage of tapes in fireproof containers. Back-up tapes that are awaiting delivery to an off-site storage location shall be stored in a fireproof container. The vendor will maintain a one year archive of backups.

C. The vendor's recovery procedures will be undertaken on a best efforts basis to achieve the following response time:

1. Database Loss: confirmation response and recovery implementation within four (4) hours of reported data loss by Client;
2. Source code corruption and/ or Loss: confirmation response within four (4) hours and full initiation of recovery procedures within 24 business hours of reported disruption by Client;
3. Domain Server Loss: confirmation response within four (4) hours and full initiation of recovery procedures within 24 business hours of reported disruption by Client;
4. Database Server Loss: confirmation response within four (4) hours and full initiation of recovery procedures within 24 business hours of reported disruption by Client;
5. Disaster: notification within twenty-four (24) hours and recovery implementation to fully re-establish operations within five (5) business days;

D. Hosting

SBC CoC HMIS servers will be hosted off-site by the vendor. The vendor will ensure the following: provides for the provisioning of a secure environment, Internet connection, resilient power supply and the appropriate control mechanism for a customer's application provided by Third party. It includes continuous Network monitoring and diagnostic actions to confirm that the Managed Servers are responding to prescribed standards.

Vendor will:

- Provide a server and rack space for ASP solution.
- Provide a 10/100/1000Mbps Network connection on a Vendor's switch.
- Provide power (UPS) to the hosted equipment.
- Hosting provider's goal is to maintain 98.4% Server availability
- Cisco routers with advanced port blocking including:
 - Switches with integrated IP blocking based on routine security audit results
 - System Software Integrated Security
 - High performance firewall

The vendor partner is Microsoft Solution Provider and applies security updates at the direction of the vendor.

E. Access Privileges

Explanation: At the local administrative level each user account can be setup to require a single IP address or multiple addresses in addition to their password to complete a login process. Currently, the system supports one IP address for each user account.

8. VIOLATIONS

A. Right to Deny Access

HMIS System Administrator has the right to deny user access to SBC CoC HMIS if a user has violated any of the policies in this document. Any user suspected of violating a policy may be subject to suspension of user privileges until the violation can be resolved.

Explanation: If deemed necessary for the immediate security and safety of SBC CoC HMIS data, the HMIS System Administrator has the right to deny or revoke user access to SBC CO CoC HMIS. HMIS System Administrator will report to the Participating Agency and the SBC CoC HMIS Advisory Committee the violation of any security protocols.

B. Reporting a Violation

HMIS Users should report security violations to the Agency Administrator, Outcome Manager, or the HMIS System Administrator as appropriate.

Explanation: All HMIS Users are obligated to report suspected instances of noncompliance. Users should report security violations to the Agency Administrator or the Outcome Manager. The Agency Administrator or Outcome Manager should report violations to the HMIS System Administrator. The HMIS System Administrator will review violations of the auditing policies and recommend corrective and disciplinary actions to the HMIS Advisory Committee.

C. Possible Sanctions

HMIS Advisory Committee will investigate all potential violations of any security protocols. The Committee may sanction any user found to be in violation of the security protocols. The Agency and/or user may be sanctioned accordingly. Sanctions by the SBC CoC include, but are not limited to:

- A formal letter of reprimand
- Suspension of system privileges
- Revocation of system privileges
- Referral for criminal prosecution

9. GRIEVANCES

A. Client Grievance Process

Clients have the right to file grievance with Participating Agency with which they have a grievance. Participating Agencies will report all client grievances to CAPSBC.

Explanation: Each Participating Agency is responsible for answering questions and responding to grievances from their own clients regarding SBC CoC HMIS. After client has filed a SBC CoC HMIS-related complaint to the Participating Agency, the Participating Agency must have a process to respond to the complaint.

The Participating Agency must keep all grievances and responses on file at the agency site. The Participating Agency will send written notice of the grievance and response to CAPSBC. The HMIS System Administrator will record all grievances and report them to HMIS Advisory Committee. Appropriate action will be taken as required by the HMIS Advisory Committee.

The SBC CoC has overall responsibility for their local SBC CoC HMIS effectiveness and will respond if users and/or Participating Agencies fail to follow the terms set forth in SBC CoC HMIS Policies and Procedures Manual, Agency Agreements, and End-User Agreement or if a breach of client confidentiality or the intentional misuse of client data occurs.

B. Agency Grievance Process

Participating Agencies will report all agency-generated SBC CoC HMIS-related grievances to CAPSBC. If the grievance is related to a problem with SBC CoC HMIS, it must be reported to the HMIS System Administrator. Corrective action will be taken if system-wide changes are warranted.

Explanation: In order for SBC CoC HMIS to serve as an adequate tool for agencies and provide a more accurate picture of our region's homelessness, any grievances related to problems with SBC CoC HMIS must be addressed by the agency in conjunction with CAPSBC with the goal of affecting systemic change where necessary.

10. GLOSSARY OF TERMS

Agency Administrator: The person responsible for System administration at the agency level. Responsibilities include informing HMIS System Administration of the need to add and delete users, basic trouble-shooting.

Agency Executive Management: The high-level management staff that is responsible for organization level decision making, for example, the agency President or Executive Director.

Aggregate Data: Data with identifying elements removed and concentrated at a central server. Aggregate data are used for analytical purposes and reporting.

Anti-Virus Software: Programs to detect and remove computer viruses. The anti-virus software should always include a regular update services allowing it to keep up with the latest viruses as they are released.

Application Service Provider (ASP): A 3rd party entity that manages and distributes software-based services to customers across a wide area network.

Audit Trail: A history of all access to the system, including viewing, additions and updates made to a client record.

Authentication: The process of identifying a user in order to grant access to a system or resource. Usually based on a username and password.

Cable: A type of modem that allows people to access the Internet via their cable television service.

Central Intake level data: Client information collected at intake, including the following system screens: Client Intake, Household/Demographics, Referral, Eligibility, Education/Employment and Documents.

Client: The person receiving services whose information is entered into SBC CoC HMIS.

Continuum of Care (CoC): Continuum of Care; refers to the range of services (outreach, emergency transitional and permanent housing and supportive services) available to assist people out of homelessness.

Database: An electronic system for organizing data so it can easily be searched and retrieved. The data within SBC CoC HMIS is accessible through the web-based interface.

Decryption: Conversion of scrambled text back into understandable, plain text form. Decryption uses an algorithm that reverses the process used during encryption.

Dedicated IP: a reserve IP (see IP)

Dynamic Host Configuration Protocol (DHCP): A protocol that provides a means to dynamically allocate IP addresses to computers on a Local area network (LAN). The system administrator assigns a range of IP addresses to DHCP and each client computer on the LAN has its TCP/IP software configured to request an IP address from the DHCP server.

Digital Certificate: An attachment to a message or data that verifies the identity of a sender.

Digital Subscriber Line (DSL): A digital telecommunications protocol designed to allow high-speed data communication over the existing copper telephone lines.

Encryption: Conversion of plain text into encrypted data by scrambling it using a code that masks the meaning of the data to any unauthorized viewer. Encrypted data are not readable unless they are converted back into plain text via decryption.

Firewall: A method of controlling access to a private network, to provide security of data. Firewalls can use software, hardware, or a combination of both to control access.

HMIS: Homeless Management Information System. This is a generic term for any System used to manage data about the use of homeless services.

HMIS System Administrator: The person(s) with the highest level of user access in SBC CoC HMIS. This user has full access to all user and administrative functions in the CoC and will serve as the liaison between Participating Agencies and the vendor.

HMIS End-User: A person who has unique user identification (ID) and directly accesses SBC CoC HMIS to assist in data collection, reporting or administration as part of their job function in homeless service delivery. Users are classified as either system users who perform administration functions at the system or aggregate level or agency users who perform functions at the agency level.

Host: A computer system or organization that plays a central role providing data storage and/or application services for SBC CoC HMIS.

Internet: A set of interconnected networks that form the basis for the World Wide Web.

Internet Protocol Address (IP Address): A unique address assigned to a user's connection based on the TCP/IP network. The Internet address is usually expressed in dot notation, e.g.: 128.121.4.5.

Internet Service Provider (ISP): A company that provides individuals or organization with access to the internet.

Local Area Network (LAN): A network that is geographically limited, allowing easy interconnection of computers within offices or buildings.

SBC CoC HMIS: San Bernardino County Continuum of Care Homeless Management Information System is a web-based information system that homeless service agencies within the San Bernardino Region use to capture information about the persons they served.

Network: Several computers connected to each other.

Network Address Translation (NAT) is the translation of an Internet Protocol address (IP address) used within one network to a different IP address known within another network. One network is designated the inside network and the other is the outside. Typically, a company maps its local inside network addresses to one or more global outside IP addresses and unmaps the global IP addresses on incoming packets back into local IP addresses. This helps ensure security since each outgoing or incoming request must go through a translation process that also offers the opportunity to qualify or authenticate the request or match it to a previous request. NAT also conserves on the number of global IP addresses that a company needs and it lets the company use a single IP address in its communication with the world.

On-site: The location that uses SBC CoC HMIS and provides services to at-risk and homeless clients.

Outcome/Program Manager: The person at each Participating Agency designated to develop and assess the use of outcome measures for the agency's data on SBC CoC HMIS.

Participating Agency: An agency, organization or group who has signed an **HMIS Agency Agreement** that allowed access to SBC CoC HMIS.

HMIS Advisory Committee: HMIS Advisory Committee is composed of representatives from city and county departments, community/faith based organizations, non-profit entities and other members of the public/private sectors. The committee will be responsible for developing best practices, policies and procedures, and providing

guidance in the implementation of SBC CoC HMIS.

HMIS End-User Group: HMIS End-User Group is made up of HMIS end-users from agencies throughout the CoC. The main purpose is to provide input on system issues, provide mutual support among users, share best practices and address challenges as a team. In addition, the User's Group will address effective ways to help advanced users to maximize system functionality and effective use of data.

Program Level Data: Client information collected during the course of the client's program enrollment, including the following system screens: Program Entry, Services Provided, Client Profile, Case Notes, Track Savings, Bed Assignments, Bed Maintenance, Daily Services, Sessions, and Program Exit.

Real-Time: Data that is processed and available to other users as it is entered into the system.

AESHMIS: Adaptive Enterprise Solution Homeless Management Information System is the software package provided by the vendor that has been implemented as SBC CoC HMIS software.

Server: A computer that provides a service for other computers connected to it via a network. Servers can host and send files, data or programs to client computers.

Static IP Address: see Dedicated IP

T1 Line: Communication line that can carry voice or data at transmission speeds that are 25 times the speed of a modem.

Transmission Control Protocol/Internet Protocol (TCP/IP) –The protocol that enables two or more computers to establish a connection via the internet.

User ID: The unique identifier assigned to an authorized HMIS End-User.

Virtual Private Network (VPN): A group of computer systems that communicate securely over a public network.

Wide Area Network (WAN): A network that is not geographically limited, can link computers in different locales, and extend requests for web pages.

Wired Equivalent Privacy (WEP): is a security protocol, specified in the IEEE Wireless Fidelity (Wi-Fi) Standard, 802.11b, which is designed to provide a wireless local area network (WLAN) with a level of security and privacy comparable to what is usually expected of a wired LAN. A wired local area network (LAN) is generally protected by physical security mechanisms (controlled access to a building, for example) that are effective for a controlled physical environment, but may be ineffective for WLANs because radio waves are not necessarily bound by the walls containing the network. WEP seeks to establish similar protection to that offered by the wired network's physical security measures by encrypting data transmitted over the WLAN. Data encryption protects the vulnerable wireless link between clients and access points; once this measure has been taken, other typical LAN security mechanisms such as password protection, end-to-end encryption, virtual private networks (VPNs), and authentication can be put in place to ensure privacy.

11. APPENDIX OF FORMS AND NOTICES

1. Client Consent Form
2. Information Release Authorization
3. HMIS Privacy Notice
4. Mandatory Collection Notice
5. HMIS Participating Agency Agreement
6. HMIS End-User Agreement
7. HMIS User ID Request Form
8. Grievance Filing Form
9. Revocation of Client Consent
10. Termination of Employee Notice

San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS)

Client Consent

What You Need to Know Before You Sign?

SBC CoC HMIS is a web-enabled database used to store information about clients utilizing housing and homelessness services in San Bernardino County. (Agency Name) _____ will gather and maintain data to: (a) provide individual case management; (b) produce reports regarding utilization of services; (c) track individual program outcomes; (d) provide accountability for individuals and entities that provide funds for use in the SBC CoC; (e) identify unfilled service needs and plan for the provision of new services; (f) allocate resources among agencies engaged in the provision of services in and around San Bernardino region; and (g) be used for all other purposes deemed appropriate by SBC CoC HMIS. Generally, an agency may not disclose any information contained within this system which could identify a client unless:

1. The client consents in writing;
2. The disclosure is allowed by a court order; or
3. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research audit or program evaluation.

By law, we must protect the privacy of your information, tell you about your rights, and tell you about how we keep your information private.

Child Abuse and Neglect: By law, we are required to report a life-threatening situation to you or others, and/or a suspicion of child abuse or neglect.

Agencies that have been granted access to SBC CoC HMIS have agreed to abide by all laws and SBC CoC HMIS Policies and Procedures pertaining to client confidentiality and user conduct. All agencies will also sign Client Consent/Information Release form for all individual client data that is shared to non-custodial agencies where the internal policy of the agency allows data sharing.

What information is shared about you?

SBC CoC HMIS data from will reside in one central database.

Based upon the agency standards for data sharing, Basic Client Intake Information may be shared with agencies participating in SBC CoC HMIS in an effort to prevent client duplicative intake processes. The information that may be shared includes basic Client and Household Intake Information and Employment/Education History.

With the exception of the data indicated above, no individual or program specific client data will be shared outside of SBC CoC HMIS, or with any other SBC CoC HMIS agency or user, without explicit client permission.

Aggregate (de-identified) data will be used to produce region-wide reports.

**San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC HMIS)**

**Client Consent
Information Release Authorization**

What are your rights?

By signing below, I understand and acknowledge that based on the Agency's policy I have a right to:

- ✓ Request the Agency communicate with me about my services in a manner designed to promote confidential communications;
- ✓ Not answer any questions unless entry into the Agency's program requires it;
- ✓ Receive services if I do not allow this agency to enter information about me in SBC CoC HMIS;
- ✓ Inspect, copy, and request amendment of records maintained by the Agency related to the provision of services to me and to receive a paper copy of this form;
- ✓ Request restriction of how my data, information and records are utilized and disclosed but that the Agency is not required to agree to such requested restrictions;
- ✓ Decline consent to share the basic Client Intake information outlined above;
- ✓ Sign a written request to remove my consent at any time; and
- ✓ File a grievance with the Agency or the Administrative office by providing a written notice of the alleged violation, if I believe my privacy rights have been violated and that I will not be retaliated against for filing such a complaint.

_____ **Please initial that you understand your rights**

By signing below, I also understand and acknowledge that:

- ✓ The confidentiality of my records is protected by law and the Agency will never give information about me to anyone outside the agency without my written consent or as required through a court order;
- ✓ Any information that has already been entered about me will not be removed from the system but will be marked as private. However, regardless of my decision to remove consent, my data may be disclosed to SBC CoC HMIS and included in SBC CoC HMIS in an aggregated and de-identified form for purposes of making future policy and program decisions;
- ✓ This release is valid for seven (7) years after the last time I receive services from the Agency; and
- ✓ The Agency is required to abide by the terms of this notice but the Agency reserves the right to change the terms and to make such changed effective for information already held by the Agency as well as information received in the future.

SIGNATURE OF CLIENT OR GUARDIAN

DATE

SIGNATURE OF AGENCY WITNESS

DATE

**San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC HMIS)**

Privacy Posting/Notice



THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ IT CAREFULLY.

Effective Date: _____

Our Duty to Safeguard Your Protected Information

_____ [Agency Name] collects information about who accesses our services. When we meet with you we will ask you for information about you and your family and enter it into a computer program called the San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS). Although SBC CoC HMIS helps us to keep track of your information, individually identifiable information about you is considered “Protected Information”. We are required to protect the privacy of your identifying information and to give you notice about how, when, and why we may use or disclose any information you may give us.

We are also required to follow the privacy practices described in this Notice, although (Agency Name) _____ reserves the right to change our privacy practices and the terms of this Notice at any time. You may request a copy of the new notice from any HMIS Participating Agency.

How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. For uses beyond reports, we must have your written consent unless the law permits or requires us to make the use or disclosure without your consent. **Please review the Client Informed Consent/Release of Information Authorization for details. You must sign this form before we can use your information, but you do not have to sign the form in order to receive services.**

**SAN BERNARDINO COUNTY CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM**

Mandatory Collection Notice

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only.

A Privacy Notice is available upon request.



San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC HMIS)

HMIS Participating Agency Agreement

I. Purpose

The San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS) is a web-enabled database used by homeless service providers within San Bernardino County to capture information about the persons they serve.

The goal of SBC CoC HMIS is to go beyond the HUD mandate of producing unduplicated counts of homeless persons. Our mission 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 San Bernardino County.

II. Audience and Agreement

Community Action Partnership of San Bernardino County (CAPSBC) is the HUD grantee responsible for administering the HMIS grant. CAPSBC is the system host and provides the personnel and administrative support to operate the SBC CoC HMIS. CAPSBC is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

This Participating Agency Agreement permits «**AgencyName**» hereafter referred to as “Agency” and its personnel to use the SBC CoC HMIS and security services on their computer systems through an Internet connection. The HMIS “Users” are the guardians entrusted with personal data to be entered and used in the SBC CoC HMIS and the “Client” is the consumer of services.

Agencies granted access to the SBC CoC HMIS agree to abide by all laws, and the SBC CoC HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the SBC CoC HMIS.

The signature of the Head of Agency of the Participating Agency indicates agreement with the terms set forth for a SBC CoC HMIS account for the Agency.

III. Confidentiality and Informed Consent

The Agency agrees to abide by and uphold all privacy protection standards established by SBC CoC HMIS as well as their respective agency’s privacy procedures. The Agency will also uphold relevant Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the

regulations or laws. Access to the SBC CoC HMIS is granted to the Agency based on the following premises:

Oral Explanation: All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Agency will provide an oral explanation of the SBC CoC HMIS and the terms of consent. The agency is responsible for ensuring that this procedure takes place prior to every client interview.

Written Explanation: Each client whose information is being shared with another participating agency must agree via the written Client Consent/ Information Release Form. A client must be informed as to what information is being shared and with whom it is being shared.

Information Release: The Agency agrees not to release client identifiable information to any other organization pursuant to federal and California State law without proper client consent. See attached Client Consent/Information Release Form and Regulations below.

Regulations: The Agency will uphold all relevant Federal and California State confidentiality regulations to protect client records and privacy. In addition, the Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations. Specifically, but not limited to, the following:

The Agency will abide specifically by 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.

The Agency will abide specifically with 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.

The Agency will abide specifically with the 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.

Postings: Privacy and Mandatory Collection notices must be posted at the agency.

The Agency must post Privacy and Mandatory Collection notices at each intake desk or comparable location.

Privacy and Mandatory Collection notices must be made available in writing at the client's request.

If the Agency maintains an agency website, a link to the privacy notice must be on the homepage of the agency's website.

Annual Monitoring/Self Assessment: CAPSBC will conduct an annual monitoring site visit to ensure compliance with HUD and SBC CoC HMIS requirements. CAPSBC will provide utilization report to participating agencies on a regular basis to include data quality and tracking.

IV. Data Use

Data contained in SBC CoC HMIS will only be used to support the delivery of homeless services in the San Bernardino County. Each End-User will affirm the principles of ethical data use and client confidentiality as noted below and contained in the SBC CoC HMIS End-User Agreement.

The Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research.

The Agency understands that all client data will be maintained on a central server, which will contain all client information in an encrypted state. All client identifiable data is inaccessible to unauthorized users.

The Agency shall not be denied access to client data entered by the Agency. Agencies are bound by all restrictions placed upon the data by the client of any Participating Agency.

The Agency shall diligently record in the SBC CoC HMIS all restrictions requested.

The Agency shall not knowingly enter false or misleading data under any circumstances.

The Agency shall maintain appropriate documentation of client consent to participate in the SBC CoC HMIS.

If a client withdraws consent for release of information, the Agency remains responsible to ensure that the client's information is unavailable to all other Agencies.

The Agency shall keep signed copies of the Client Consent/Information Release form for SBC CoC HMIS for a period of seven years.

The Agency shall keep Interagency data sharing agreements and Client Consent/Information Release forms for all individual client data that is shared to non-custodial agencies where the internal policies of the Agency allows data sharing.

V. Responsibilities

The Agency is responsible for ensuring that its staff does not intentionally or unintentionally misuse the system. Such uses are but not limited to damage computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources, or otherwise make use of computing resources for which proper authorization has not been given.

The Agency will have an environment free of illegal or malicious acts and the Agency's users 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 authorized users of resources or access to SBC CoC HMIS shall be regarded as malicious and may be treated as an illegal act.

The Agency will have a secure environment; any user who finds a possible security lapse on the system is obligated to report it to the SBC CoC HMIS System Administrator immediately.

The SBC CoC HMIS, which has been granted to each participating agency, was purchased by CAPSBC and paid for through the HUD grant. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

VI. System Usage

Computer Equipment and Services are intended for SBC CoC HMIS related activities. Acceptable computer system use includes data intake, reports, research of client, client development and public service purposes. Prohibited Usage includes, but is not limited to, the following activities: fraudulent, threatening, harassing, or obscene messages and/or materials are to be avoided and not to be received, sent nor stored. Inappropriate mass mailing (spamming, flooding, etc.) are prohibited. Creation or intentional distribution of computer viruses, worms, or Trojan horses is prohibited. Unauthorized access to or denial of service attacks on any computer system shall not be attempted. Abusers are subject to sanctions as outlined in Section XI. - Violations.

Equipment if applicable: All computer equipment including, but not limited to, printers, scanners, laptops and monitors, which were purchased by CAPSBC for the participating agencies, are all under HUD grant funding. The maintenance and upgrades of these devices are limited by sanctions of the HUD grant. These equipment are on long term loan for the purpose of collecting client data information and tracking services and should only be used for that purpose. HMIS participating agencies will be held responsible for any damages to software and hardware, and/or loss of equipment.

Services if applicable: Which have been given to each participating agency are included but not limited to Anti-Virus Software and licenses, Firewall software and licenses, Windows software updates and Internet Connections, are purchased by CAPSBC for HMIS purposes and are all under HUD grant funding. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

VII. Rights

SBC CoC HMIS data from agencies resides in one central database. Data sharing is currently limited to the data within the SBC CoC. The SBC CoC reserves the right, at a later date, to expand data sharing to include collaborative wide data.

VIII. Privileges

The SBC CoC HMIS services and or equipment are a privilege and are assigned and managed by the HMIS System Administrator. The Agency is responsible for proper use of the system as outlined in Section VI.

IX. Confidentiality

While reasonable attempts are made to ensure the privacy of the users and their clients, privacy is not guaranteed. The SBC CoC HMIS application is not one hundred percent

secure and private. The SBC CoC HMIS is subject to laws and regulations that require the release of information under certain circumstances.

X. Copyright

The SBC CoC HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright.

Agency user’s storing materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

Equipment if applicable: Computer software and data are protected by copyright and is not to be copied, except as permitted by law or by contract with the owner of the copyright. The number of copies and distribution of copies are to be managed by the HMIS Systems Administrator. Users of the computer systems agree to follow guidelines for use of copyrighted materials.

XI. Violations

An individual violating any of the guidelines outlined in this agreement will be reported immediately upon discovery. Such suspected violations will be confidentially reported to the HMIS System Administrator and/or the designee of that agency.

This Agreement shall become effective for the Agency upon the execution of this Agreement by the Agency authorized official and CAPSBC.

Patricia L. Nickols, CEO _____
CAPSBC Signature Date

Authorized Official (Print) Signature Date

I have read the Agency Agreement and waiver for use of technology, equipment and services (if applicable), and understand that this technology is for SBC CoC HMIS purposes only.

San Bernardino County Continuum of Care Homeless Management Information System

HMIS END-USER AGREEMENT

I. Purpose

The San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS) recognizes the priority of client needs in the design and management of the SBC CoC HMIS. These needs include both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in San Bernardino County, and the need to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, HMIS End-Users have a moral and a 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 to the ends to which it was collected, the ends that have been made explicit to clients and are consistent with the mission of the SBC CoC, *to use HMIS to advance the provision of quality services for homeless person, improve data collection, and promote more responsive policies to end homelessness in San Bernardino County.* Proper user training, adherence to the SBC CoC HMIS Policies and Procedures, and a clear understanding of client confidentiality and HMIS end-user responsibilities are vital to achieving these goals.

II. Relevant points regarding Client Confidentiality

- A client consent form must be signed by each client whose data is to be entered into the SBC CoC HMIS.
- Client consent may be revoked by that client at any time through a written notice.
- No client may be denied services for failure to provide consent for SBC CoC HMIS data collection.
- Clients have a right to inspect, copy and request changes in their SBC CoC HMIS records.
- HMIS End-Users may not share client data with individuals or agencies that have not entered into an SBC CoC HMIS Participating Agency Agreement and obtained written permission from that client.
- Excluding information shared in the client profile, HMIS End-Users may not share client data with any connecting agency that is not specified in their agency's interagency, data shared form without obtaining a written permission from the client.
- HMIS End-Users will maintain SBC CoC HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- Personal User Identification (User ID) and Passwords must be kept secure and are not to be shared.
- Confidential information obtained from the SBC CoC HMIS is to remain confidential, even if my relationship with _____ (agency name) changes or concludes for any reason.
- Misrepresentation of the client data by entering known, inaccurate information is prohibited. Any information that is not given by the client should be mark unknown.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the SBC CoC HMIS. Profanity and offensive language are not permitted in the SBC CoC HMIS.

- The SBC CoC HMIS is to be used for business purposes only. Transmission of material in violation of any Federal or California State regulations or laws is prohibited and includes material that is copyrighted, and/or legally judged to be threatening or obscene. SBC CoC HMIS will not be used to defraud the Federal, State, or local government or an individual entity or to conduct any illegal activity.
- Any HMIS User found to be in violation of the SBC CoC HMIS collaborative Policies and Procedures, or client's confidentiality in this End-User Agreement, will result in immediate suspension of your access to the SBC CoC HMIS and may jeopardize your employment status with _____ (agency name).

III. User Responsibilities

I affirm the following:

1. I have received training in how to use the SBC CoC HMIS.
2. I have read and will abide by all policies and procedures in the SBC CoC HMIS Collaborative Policies and Procedures Manual.
3. I will maintain the confidentiality of client data in the SBC CoC HMIS as outlined above and in the SBC CoC HMIS collaborative Policies and Procedures Manual.
4. I will only collect, enter and extract data in the SBC CoC HMIS relevant to the delivery of services to people in housing crisis San Bernardino County.
5. I understand that my User ID and Password are for my use only and must not be shared with anyone.
6. I agree to take all reasonable precautions in keeping my password physically secure.
7. I agree to use the data within the SBC CoC HMIS only for the purposes of homeless service delivery.
8. I agree to refrain from leaving my computer unattended while logged into the system and further agree to log out of the system before leaving my work area.
9. I agree to properly protect and store in a secure location client specific hardcopy information printed from the SBC CoC HMIS.
10. I agree to notify my Agency Administrator or HMIS System Administrator in the case where I suspect that SBC CoC HMIS security has been compromised.
11. I agree, to the best of my ability, to enter and maintain accurate information into the SBC CoC HMIS.

Failure to comply with the provisions of this HMIS End-User Agreement is grounds for immediate termination of access to the SBC CoC HMIS. The signature below indicates an agreement to comply with the client confidentiality and user responsibilities. There is no expiration date of this agreement.

I have read the aforementioned consent and waiver for data entry into the SBC CoC HMIS and thoroughly understand that this technology is for SBC CoC HMIS purposes only.

Agency Name: _____

HMIS End-User Signature Date

Agency/System Administrator Date

**SAN BERNARDINO COUNTY CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM**

END-USER ACCOUNT REQUEST FORM

<input type="checkbox"/> New User	<input type="checkbox"/> Delete User	Today's Date: ___ / ___ / ___
<input type="checkbox"/> Change User Information	<input type="checkbox"/> Other	Effective Date ___ / ___ / ___

Agency Information			
Agency Name (print or type) _____	Telephone Number () _____	Ext: _____	
Agency Address _____	_____	_____	_____
(Street)	(City)	(State)	(Zip Code)

Employee (End-User) Information			
Employee Name (Print) _____	Telephone Number () _____	Ext: _____	
Employee Title: _____	Email: _____		
Program: _____			

Authorization & Confidentiality Statement	
I agree to maintain strict confidentiality of information obtained through the San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS) This information will be used only for the legitimate client services and administration of the above name organization and I agree to abide by all policies and procedures in the SBC CoC HMIS Policies and Procedures Manual.	
_____	_____
Employee Signature	Date
_____	_____
Executive Director's Signature/Authorization	Date

CAPSBC USE ONLY	
Client must sign and returned End-User Agreement along with this request form to CAPSBC in order to receive HMIS UserID and Password. End-User may change his/her password upon receipt.	
_____	_____
HMIS UserID	HMIS Password

Note Agency can make multiple copies of this form. This form must be completed for each user and filed with CAPSBC. If you have any questions regarding this request, please direct your inquiries to HMIS Administrator by phone at (909) 723-1523 or by e-mail: jfeir@capsbc.sbcounty.gov

**San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC)**

Grievance Filing Form

If you think your privacy rights may have been violated or you disagree with a decision we made about access to your "Protected Information" you may complete this form.

It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.

Grievances must be submitted in writing to (Address):

Date of offense: _____

Name of Individual who violated your privacy rights: _____

Name of agency that violated your privacy rights: _____

Brief description of grievance (what happened): _____

Best way to Contact you: _____

Your Name: _____

Your phone: _____

Your mailing address: _____

Review Date: _____

**San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC)**

Client Revocation of Consent for HMIS Data Sharing

I hereby revoke permission for partner agencies within _____ to share the general client information entered into San Bernardino County Continuum of Care Homeless Management Information System (SBC CoC HMIS) about my family and me. By signing this form, I understand that I will not be able to allow agencies to share my information again in the future. I also understand that when I refuse to allow partner agencies to share my general client information, the information will not be accessible to all other agencies. However, my primary identifiers and general client information will remain in SBC CoC HMIS database for the purposes disclosed in the Client Notice. This revocation does not affect disclosures already made.

_____ Name (please print)	_____ Client Signature	_____ Date
		Client

If Client is a minor or is unable to provide consent:

_____ Guardian Name (please print)	_____ Legal Guardian Signature	_____ Date
		Legal

_____ Agency Personnel Name (please print)	_____ Agency Personnel Signature	_____ Date
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**San Bernardino County Continuum of Care
Homeless Management Information System (SBC CoC)**

Termination of Employee Notice

This Termination of Employment form is to notify the HMIS Administrator that the following employee will no longer work for the organization and thus all access needs to be removed exclusively from the SBC CoC HMIS system.

Agency/Organization: _____

Name of Employee: _____

Effective Date of Termination: _____

Authorized by: _____

Status: Completed Pending

Date of Completion: _____

Completed by: _____
HMIS Administrator

12. ACKNOWLEDGEMENT

I acknowledge that I have received a written copy of SBC CoC HMIS Policies and Procedures Manual. I understand the terms of SBC CoC HMIS Policies and Procedures and I agree to abide by them.

Agency Name: _____

Printed Name: _____

Signature: _____

Date: _____