

San Joaquin Continuum of Care
Homeless Management Information System

AGENCY PARTICIPATION AGREEMENT

AGENCY NAME: _____

For purpose of this agreement, the participating Homeless Service Provider will be referred to as "Participating Agency," the Consumer of Services as the "Client" and the San Joaquin Continuum of Care Homeless Management Information System as "SJCoC HMIS." Clarity is a web-based client information system, used by the SJCoC HMIS to record and track homeless client information. It can also be used for case management, determining utilization of services of participating agencies, and sharing of information on services provided to homeless clients.

I. Clarity Use and Data Entry

- A. The Participating Agency shall follow, comply with, and enforce the User Policy. Modifications to the User Policy, HMIS Policies and Procedures, and client consent protocols shall be established in consultation with Participating Agencies and may be modified as needed for the purpose of the smooth and efficient operation of Clarity.
 - 1. All Participating Agency users of Clarity are required to have had training by CoC HMIS in using the Clarity database before they will be allowed to use it.
 - 2. The Participating Agency shall only enter individuals in the Clarity database that exist as Clients in the Participating Agency's jurisdiction. The Participating Agency shall not misrepresent its Client base in Clarity by entering known, inaccurate information.
 - 3. The Participating Agency shall use Client information in the Clarity database, as provided to the Participating Agency, to assist the Participating Agency in providing adequate and appropriate services to the Client.
 - 4. The Participating Agency shall consistently enter information into the Clarity database and will strive for real-time, or close to real-time data entry.
- B. The Participating Agency will not alter information in the Clarity database entered by another Participating Agency with known, inaccurate information.
- C. The Participating Agency shall not give or share assigned User ID's or passwords for the Clarity database with any other agency, business, or individual.
- D. If this agreement is terminated, SJCoC HMIS will provide the Participating Agency with a copy of their client data. Copies will be in both digital and hardcopy form.

II. Training and Technical Assistance

- A. SJCoC HMIS shall assure the provision of training for the necessary Participating Agency staff in the use of Clarity. In addition, training updates will be provided as necessary and reasonable for new staff and for changes in the software.
- B. SJCoC HMIS will be available for continuing technical support as related to Clarity within budgetary constraints.
- C. SJCoC HMIS, through its contract with Bitfocus, shall be responsible for the operation and maintenance of network servers, software, data lines, and any other network or

communication devices at the host site which is necessary for the proper function of Clarity. Each Participating Agency shall provide and maintain its own connection to the internet.

III. Confidentiality

- A. The Participating Agency shall uphold all applicable federal and state confidentiality regulations and laws that protect Client records and the Participating Agency shall only release client records with written Consent for Release of Information by the client or when required by law or as required by the SJCoC HMIS.
 - 1. The Participating Agency shall not solicit or input information from Clients into the Clarity database unless it is essential to provide services or conduct evaluation or research.
 - 2. The Participating Agency shall ensure that all staff, volunteers, and other persons issued a User ID and password from Clarity receives client confidentially training.
- B. The Participating Agency may receive access to Client Data entered by other Participating Agencies. All Participating Agencies are bound by restrictions placed upon the data by the client of any other Participating Agency. The Participating Agency shall record, in the Clarity database, all restrictions requested.
- C. The Participating Agency shall maintain the appropriate Client Consent forms in their files.
 - 1. The Participating Agency shall keep signed copies of the Consent form for Clarity for a period of three years.
 - 2. If a Client withdraws Consent, the Participating Agency remains responsible to ensure that Client's information is unavailable to all other Partner Participating Agencies.
- D. This agreement does not require or imply that services must be contingent upon a Client's participation in the Clarity database. Services should be provided to Clients regardless of Clarity participation provided the Clients would otherwise be eligible for the services.
- E. According to HMIS Data and Technical Standards produced by HUD, each agency using the HMIS is required to post a Privacy Notice regarding their Privacy Policy and to make the full Privacy Policy available to clients on request.
 - Our Participating Agency will use a CoC created Privacy Notice Yes No
 - Our Participating Agency will use our own Privacy Notice which will cover HMIS usage Yes No
 - Our Participating Agency will use a CoC created Privacy Policy Yes No
 - Our Participating Agency will use our own Privacy Policy which will cover HMIS usage Yes No

IV. Use of Data

- A. The Participating Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.
- B. The Participating Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.
- C. If this agreement is terminated, the SJCoC HMIS and remaining Participating Agencies shall maintain their right to the use of all Client data previously entered by the

terminating Participating Agency; this use is subject to any restrictions requested by the Client.

- D. SJCoC HMIS will use only unidentified, aggregate Clarity data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.

V. Terms and Conditions

- A. No party to this agreement shall assume any additional liability of any kind due to the execution of this agreement or participation in the Clarity system. Each party will remain liable, to the extent provided by law, regarding its own acts and omissions. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement does not create rights for any third party.
- B. The SJCoC HMIS shall not be liable to any member Participating Agency for any cessation, delay, or interruption of services, nor for any malfunction of hardware, software, or equipment to the extent that any such event is beyond the reasonable control of SJCoC HMIS.
- C. This agreement shall be in-force until revoked in writing by either party provided funding is available.

Agency _____

Address _____

City _____ State. _____ Zip code _____

Signature

Date

Name of Signatory _____ Title _____

**HOMELESS MANAGEMENT INFORMATION SYSTEM
DATA SHARING
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding between **HMIS Lead Agency** and _____ outlines what client level information is to be shared by all HMIS participating agencies.

It is understood that all agencies and users will be accountable for following all security and privacy policies. The list below outlines which elements are considered “Shared” or “Not Shared”. It is understood that a portion of the Universal Data Elements are shared with all SJCoC HMIS Partnering Agencies globally.

Shared:

SSN	Name	Date of Birth	Gender
Race	Ethnicity	Veteran Status	

May be shared:

Program Name	___ agree	___ not shared
Enrollment and exit date	___ agree	___ not shared
Service history list	___ agree	___ not shared
General client notes (subject only)	___ agree	___ not shared

Not shared (default)

- Service history content and notes
- Prior living situation
- Barriers (Chronic health, HIV/AIDS, Mental Health, Substance Abuse, Domestic Violence, etc.)
- Cash Income (sources and amounts)
- Non cash benefits (sources)
- Health Insurance (sources)
- Case notes (contents)

All partnering agencies understand that clients will have to sign an interagency consent form that demonstrates that they understand and agree to have information shared with another agency that is not normally shared as indicated by the MOU. A hard copy of this consent form will be kept in the client’s file at _____.

Agreement:

By signing this document each agency involved agrees to the terms set by this document and accepts all roles and responsibilities herein, as well as compliance with the SJCoC HMIS Operating Policies and Procedures.

Central Valley Low Income Housing Corp.
HMIS Lead Agency

Partnering agency/program

Authorized representative (print)

Authorized representative (print)

Signature/date

Signature/date

San Joaquin Continuum of Care
Homeless Management Information System

USER POLICY, RESPONSIBILITY STATEMENT & CODE OF ETHICS

Partner Agencies within the SJCoC HMIS shall share information for provision of services to homeless persons through a networked infrastructure that establishes electronic communication among the partner Agencies.

Partner Agencies, shall at all times, have rights to the data pertaining to their clients that was created or entered by them in the Clarity system. Partner Agencies shall be bound by all restrictions imposed by clients pertaining to the use of personal data that they do not formally release.

It is a Client's decision to select which information, if any, entered into the Clarity system shall be shared and with which Partner Agencies. Client Consent shall be in conformance with the current HMIS Policies and Procedures. Data necessary for the development of aggregate reports of homeless services, including demographics, services needed, services provided, referrals and Client goals and outcomes should be entered to the greatest extent possible.

The Clarity system is a tool to assist agencies in focusing services and locating alternative resources to help homeless persons. Therefore, agency staff should use the Client information in the Clarity system to target services to the Client's needs

RELEVANT POINTS REGARDING CLIENT CONFIDENTIALITY INCLUDE:

- Client consent may be revoked by that client at any time by a written notice
- No client may be denied services for failure to provide consent for HMIS data collection
- Clients have a right to inspect copy and request changes in their HMIS records.
- SJCoC HMIS users may not share client data with any Partner Agency without obtaining written permission from the client.
- SJCoC HMIS users must notify their HMIS Agency Administrator or SJCoC HMIS System Administrator upon termination of employment from the Agency.
- Any SJCoC HMIS user found to be in violation of the SJCoC HMIS Policies and Procedures, or the points of client confidentiality in the User Agreement, may be denied access to the SJCoC HMIS Clarity system.

USER RESPONSIBILITY

Your User ID and Password gives you access to the SJCoC HMIS Clarity system. Read and initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from Clarity.

My User ID and Password are for my use only and must not be shared with anyone,
_____ I must take all reasonable means to keep my password physically secure.

- ___ I understand that the only individuals who can view information in Clarity are authorized users and the Clients to whom the information pertains.
- ___ I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
- ___ If am logged into Clarity and must leave the work area where the computer is located, I must logoff of Clarity before leaving the work area.
- ___ A computer that has the Clarity software open and running shall never be left unattended
- ___ Failure to log off Clarity appropriately may result in a breach in client confidentiality and system security
- ___ Hard copies of CoC Clarity information must be kept in a secure file
- ___ When hard copies of CoC Clarity information are no longer needed, they must be properly destroyed to maintain confidentiality.
- ___ If I notice or suspect a security breach, I must immediately notify the authorized agency representative for Clarity or the System Administrator (SJCoC HMIS System Administrator).
- ___ I have received training on the usage of Clarity,
- ___ I have been made aware of the HMIS Privacy Policy.
- ___ My PC has a regularly updated Anti-Virus software and a Spy-ware program,

USER CODE OF ETHICS

- A. Clarity Users must treat Partner Agencies with respect, fairness and good faith
- B. Each Clarity User should maintain high standards of professional conduct in the capacity as a Clarity User.
- C. The Clarity User has primary responsibility for his/her Client(s)
- D. Clarity Users have the responsibility to relate to the Clients of other Partner Agencies with full professional consideration.

I understand and agree to comply with all the statements listed above.

Print Name: _____ Date: _____

Agency Name: _____

HOMELESS MANAGEMENT INFORMATION SYSTEM RESEARCH ACCESS AGREEMENT

Purpose

The purpose of this document is to provide an agreement as well as guidelines to be followed between the SJCoC HMIS Lead Agency and _____ (referred to as researcher) in regards to the access of client level information from the SJCoC Homeless Management Information System.

Access

It is understood that researcher will have access to **de-identified** client level information with a unique Client ID. The specific information that can be utilized will be:

- De-identified Universal Data Element Fields
- Program Data Element Fields
- Program entry and exit dates
- History of Client Services received

Guidelines

Listed below are the guidelines to be followed by any researchers requesting SJCoC HMIS data:

- Researcher will provide a specific list of information they are requesting and the purpose of the research they are conducting.
- SJCoC HMIS Lead Agency will provide de-identified information to researcher as needed for the research purposes as per the request made by researcher if approved.
- If required, SJCoC HMIS Lead Agency will link individual level data from SJCoC HMIS to data collected indirectly by researcher and will provide combined data with all clients' identifying information removed from the dataset.
- If researcher requires additional follow-up, it is understood that the request will have to go through the SJCoC HMIS Lead Agency to get additional de-identified data.
- Researcher will follow all terms outlined in the SJCoC HMIS Security Privacy Policy, and will not provide client level data to any other entities or persons.
- Researcher will provide publishing credit to SJCoC as the source of data for any results or findings.
- Researcher understands their responsibility to maintain the overall security of the data.
- SJCoC HMIS Lead Agency has the right to revoke access and/or dissemination rights to data.

By signing this agreement researcher understands the responsibility to uphold and follow the guidelines listed above.

Researcher Signature

Date

HMIS Administrator

Date



HOMELESS MANAGEMENT INFORMATION SYSTEM PRIVACY POSTING

San Joaquin Continuum of Care

****PLEASE READ CAREFULLY****

We collect personal information directly from you for reasons that are discussed in our privacy policy. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, to provide more resources for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

Information is only shared in limited circumstances in order to meet these goals, and to provide you with better services or resources that we believe may help you.

If you have any questions or would like to see our privacy policy, our staff will provide you with a copy.

HOMELESS MANAGEMENT INFORMATION SYSTEM GRIEVANCE FILING FORM

If you think your privacy rights have been violated or you disagree with a decision made about access to your "Protected Information" you should 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.****

Your grievance must be submitted in writing to:
Central Valley Low Income Housing Corp.
Attn: HMIS Lead Agency Management
2431 W. March Lane #350
Stockton, CA 95207

Please provide information regarding the violation.

Date of offense: _____

Name of **Individual** who violated your privacy rights: _____

Name of the **Agency** that violated your privacy rights: _____

Provide a description of the grievance:

Please list your contact information:

Name: _____

Phone #: _____

Mailing Address: _____

E-mail: _____

What is the best method to contact you:

- Phone
 Mailing Address
 E-mail

San Joaquin Continuum of Care
Homeless Management Information System

GLOSSARY

Authorized representative: the person designated by a CHO/Participating Agency to execute HMIS related agreements and who is responsible for security and privacy.

Clarity: A web-based information management system used to enter data by homeless service providers within the SJCoC.

Client: An individual about whom a Contributory HMIS Organization (CHO) collects or maintains protected personal information: (1) because the individual is receiving, has received, may receive, or has inquired about services from a CHO; or (2) in order to identify service needs, or to plan or develop appropriate services within the CoC.

CHO - Contributing HMIS Organization: The term used by HUD in the HEARTH Act to describe an organization that enters information related to homeless assistance projects or homelessness prevention projects to a local HMIS; may also be known as a “Participating Agency.”

End User (or User): An employee, volunteer, affiliate, associate, and any other individual acting on behalf of a CHO or HMIS Lead Agency who uses or enters data in the HMIS or another administrative database from which data are periodically uploaded to the HMIS.

HMIS - Homeless Management Information System: The information system designated by the CoC to process data in order collect unduplicated counts of individuals and families experiencing homelessness. Through an HMIS, a community should be able to collect information from projects serving homeless families and individuals to use as part of their needs analyses and to establish funding priorities.

Participating Agency: An agency authorized by the CoC to participate in the HMIS.

Personal identifiers or Personally identified information or Individually identifiable information: Interchangeable terms to refer to personally identifiable information that includes, but is not necessarily limited to, name, nick-name, date of birth, social security number, etc.

Security officer: The person designated by the HMIS Lead Agency to be responsible for implementation of the local data security plan; the term may also refer to an agency’s authorized representative.

SJCoC: The San Joaquin Continuum of Care

Universal Data Element (UDE): Data required to be collected from all clients serviced by homeless assistance programs using an HMIS. These data elements include date of birth, gender, race, ethnicity, veteran`s status, and Social Security Number (SSN). These elements are needed for CoCs to understand the basic dynamics of homelessness in their community and for HUD to meet the Congressional directive to support AHAR.



**AGREEMENT BETWEEN SAN JOAQUIN CONTINUUM OF CARE
AND _____
FOR SHARING OF DATA CONTAINED IN THE HOMELESS MANAGEMENT
INFORMATION SYSTEM OF THE SAN JOAQUIN CONTINUUM OF CARE**

THIS DATA-SHARING AGREEMENT is entered into effective this date _____,
between the San Joaquin Continuum of Care (CoC) and _____
(Requesting Agency).

Background

The San Joaquin Continuum of Care has an interest in advancing the San Joaquin Community Response to Homelessness Strategic Plan. Among the Strategic Plan’s measures for success in addressing homelessness is that stakeholders “...are working together communitywide to implement a shared set of strategies to address homelessness in line with the Strategic Plan.”

To meet the Strategic Plan goals, the CoC is committed to providing accurate, timely information to public agencies responsible for directing homeless response resources in an effective, outcome-oriented manner.

Many agencies, organizations, and units of government that are partners in addressing homelessness have a recognized interest in obtaining information regarding homelessness. It is the CoC’s intent to utilize its organizational, grassroots, and consumer-based approach to provide timely and informative reports and analysis such as dashboards, custom reports, in-depth analysis, point-in-time counts, and other measures based on the data available.

The CoC also recognizes that certain public agencies may have legitimate reasons for requesting data beyond that which is presented in official CoC reports. The purpose of the data sharing agreement is to provide city, county, and other agencies responsible for housing and homelessness with information regarding homelessness and efforts to address homelessness.

Therefore, the CoC, through its Board of Directors, has established a data-sharing process and agreement whereby defined public agencies may request data that is collected through the local Homeless Management Information System.

This document codifies under what conditions data may be shared, how data may be shared, and how the agency requesting that data may use that data.

1. Recitals

WHEREAS the San Joaquin Continuum of Care ("CoC") adopted a revised Governance Charter in November 2020;

WHEREAS the CoC shall serve the geographic area of San Joaquin County, California; Provide leadership and effective stewardship of resources; Facilitate community planning, design and implementation of programs critical to ending homelessness in San Joaquin County;

WHEREAS the San Joaquin Community Response to Homelessness Strategic Plan approved by the CoC emphasizes sharing of information and resources to better understand homelessness and make homelessness rare, brief, and non-reoccurring;

WHEREAS the CoC shall develop, adopt, and uphold policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578 and the 2004 HUD Data and Technical Standards in order to operate and maintain a Homeless Management Information System (HMIS);

WHEREAS the formally adopted CoC HMIS Policies and Procedures state that "The SJCoC HMIS will use only unidentified data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state";

WHEREAS the CoC designates an HMIS Lead Agency to act on its behalf in maintaining and administering the local functions of the HMIS, including but not limited to the issuing of reports regarding the HMIS and the data therein according to the HMIS Policies and Procedures adopted by the CoC;

WHEREAS the CoC is committed to honest, transparent, and accurate reporting of data consistent with HUD requirements and guidelines;

WHEREAS the CoC recognizes that sharing data is significantly different than sharing reports based on data, which already happens routinely and on demand;

WHEREAS existing data-sharing arrangements with the state and federal government provide guidance regarding data-sharing parameters;

WHEREAS the CoC has, as a core responsibility, serving and representing the interests of homeless persons within San Joaquin County;

WHEREAS the CoC is committed to enacting policies and procedures that safeguard Personal Protected Information of the persons served by CoC member agencies;

WHEREAS the CoC has designated its Board of Directors to sign this Data-Sharing Agreement on its behalf;

WHEREAS the _____ ("Requesting Agency") has been duly acknowledged by the CoC Board of Directors as having a legitimate purpose in its request for data;

WHEREAS the Requesting Agency has been deemed eligible by the CoC Board of Directors to receive certain data according to the stipulations of this Data-Sharing Agreement;

THEREFORE, The CoC authorizes the sharing of data with the Requesting Agency, within the provisions of this Data-Sharing Agreement, and directs the HMIS Lead Agency to implement this Data-Sharing Agreement within this agreement's provisions.

2. Definitions

Chronically Homeless

An individual or family that is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place for at least 1 year or on at least four separate occasions in the last 3 years. The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, posttraumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability. [24 CFR 578](#)

Clarity

Clarity is the software utilized by the San Joaquin Continuum of Care to operate its Homeless Management Information System and is designed, operated and updated by Bitfocus .

Covered Homeless Organization (CHO)

“Any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses or processes Personal Protected Information (PPI) on homeless clients for an HMIS.” [2004 HUD Data and Technical Standards](#)

Data

The definition of various data categories and types are listed in Appendix C — “FY2022 HMIS Data Dictionary — Version 1.2”

Data to be Shared

Data to be Shared — aka a data set or data sets — is standardized among certain categories that can be produced from the HMIS. This sharable data is standardized to the report categories of: “Client” “Disabilities” “Employment Education” “Enrollment” “Enrollment CoC” “Exit” “Funder” “Health and DV” “Income Benefits” “Inventory” “Organization” “Project” “Project CoC” “Services” “Annual Performance Report”. Data to be Shared can be filtered according to date range, jurisdiction, and project type.

Date Range

A filter by which Data to be Shared can be limited, focused, and/or organized. Dates may be as long as the time period covered by the HMIS or as short as one day.

Data Request Form

A standardized form submitted first to the HMIS Lead Agency, and later to the Data Committee and SJCoC Board of Directors, outlining the requested Data to be Shared. This form is available from the HMIS Lead Agency, the SJCoC Board of Directors Chair, and the Collaborative Applicant, and is provided as “Appendix A — Data Request Form.”

Emergency Shelter (ES)

Any facility, the primary purpose of which is to provide a temporary shelter for the [homeless](#) in general or for specific populations of the [homeless](#) and which does not require occupants to sign [leases](#) or occupancy agreements. [24 CFR 576.2](#)

Homeless Management Information System (HMIS)

The Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Local jurisdictions are required to collect unduplicated data of homeless persons, and analyze patterns of the use of assistance, including how they enter and exit the homeless assistance programs and the effectiveness of the systems. HUD is directed to assist the local jurisdictions and to assist with the implementation and operation of the HMIS, which allows homeless service providers to enter the required data elements for tracking homeless populations and the effectiveness of the homeless programs. The HMIS adheres to federal standards for universal data elements, program data elements, security, and reporting. [HUD Guidance on HMIS](#)

Homeless Prevention (HP)

Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph (1) of the homeless definition. (24 CFR 576.103).

HMIS Lead Agency

The agency designated by the San Joaquin Continuum of Care to provide local oversight and management of the local HMIS. Currently, the SJCoC-designated HMIS Lead Agency is Central Valley Low Income Housing Corp. [HMIS Lead Agency Memorandum of Understanding](#)

HMIS Policies and Procedures

The most recent set of policies and procedures formally adopted by the San Joaquin Continuum of Care, which governs the use of the local HMIS including, but not limited to, disclosures of data. The HMIS Policies and Procedures govern this Data Sharing Agreement, and the HMIS Policies and Procedures are considered to take supremacy over any disagreement or inconsistency between the HMIS Policies and Procedures and this Data Sharing Agreement. The HMIS Policies and Procedures are provided as Appendix B — [SJCoC HMIS Policies and Procedures](#)

Lead Department

The single department that a Public Agency designates to receive Data to be Shared, analyze Data to be Shared, and collaborate and consult with the HMIS Lead Agency on behalf of the Public Agency in the execution of this Data-Sharing Agreement.

Managed Care Plan

An agency or organization that is duly organized and recognized by the State of California as a “Medi-Cal Managed Care” contract recipient. These contracts provide for health care services through established networks of organized systems of care, which emphasize primary and preventive care, for Medi-Cal recipients.

Participating Agency

See “Covered Homeless Organization”

Permanent Housing (PH) — includes Permanent Supportive Housing and Rapid Re-Housing

Community-based housing without a designated length of stay, and includes both [permanent supportive housing](#) and rapid rehousing. To be [permanent housing](#), the [program participant](#) must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. [24 CFR 578.3](#)

Permanent Supportive Housing (PSH)

Means [permanent housing](#) in which supportive services are provided to assist [homeless](#) persons with a disability to live independently. PSH is typically restricted to households meeting the definition of Chronically Homeless. [24 CFR 578.3](#)

Personally Identifying Information (PII), aka Protected Personal Information (PPI)

“Any information maintained by or for a Covered Homeless Organization about a living homeless client or homeless individual that: (1) Identifies, either directly or indirectly, a specific individual; (2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or (3) can be linked with other available information to identify a specific individual. ... All identifying information, including data elements 2.1 (Name), 2.2 (SSN), 2.3 (Date of Birth), 2.9 (Zip Code of Last Permanent Address), 2.10 Program Entry Date, 2.11 (Program Exit Date), 2.12 (Unique Person Identification Number), and 2.13 (Program Identification Number) need to have special protections to ensure the data are unusable by casual viewers. HMIS user access to this information will be highly restricted...”

Processing

“Any operation or set of operations performed on PPI, whether or not by automated means, including but not limited to collection, maintenance, use, disclosure, transmission and destruction of the information.” [2004 HUD Data and Technical Standards](#)

Project Manager

A single individual designated by the Lead Department to receive the Data to be Shared and will function as the Lead Department’s point-of-contact for the HMIS Lead Agency in the execution of this Data-Sharing Agreement. The project manager must have a background in research and data analytics, as well as be qualified to analyze, manage and maintain confidential data sets.

Project Type

A filter by which Data to be Shared can be limited, focused, and/or organized. Project Types are “Emergency Shelter,” “Permanent Supportive Housing,” “Rapid Re-Housing,” “Homeless Prevention,” “Street Outreach,” “Support Service Only” and “Transitional Housing.”

Public Agency

An agency that meets the definition laid out in Section 4.3 of this Data Sharing Agreement, and therefore has standing to request data under this Data Sharing Agreement and according to the Data Request form. Any Public Agency requesting data under this Data Sharing Agreement will designate a single authorized point-of-contact for all requests from that Public Agency.

Rapid Re-Housing (RRH)

Tenant-based rental assistance that rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. [HUD Rapid Re-Housing Brief, published July 2014](#)

Street Outreach (SO)

Essential services necessary to reach out to unsheltered [homeless](#) people, connect them with [emergency shelter](#), housing, or critical services and provide urgent, nonfacility-based care to unsheltered [homeless](#) people who are unwilling or unable to access [emergency shelter](#), housing, or an appropriate health facility. [24 CFR 576.101](#)

Support Service Only (SSO)

Projects that do not provide shelter or housing but that allow recipients/subrecipients to provide supportive services, such as conducting outreach to sheltered and unsheltered homeless persons and families and providing referrals to other housing or other necessary services to families and individuals experiencing homelessness. The recipient may only assist program participants for whom the recipient or subrecipient of the funds is not providing housing or housing assistance. [24 CFR 578.37\(a\)\(3\)](#)

Transitional Housing (TH)

Housing, where all [program participants](#) have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of [homeless](#) individuals and families into [permanent housing](#) within 24 months or such longer period as HUD determines necessary. The [program participant](#) must have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended. [24 CFR 578.3](#)

Unauthorized or Casual Viewers

Any individual or agency not authorized to view data according to this Data Sharing Agreement. All data containing information that potentially could be used to identify a specific person must be guarded from casual view. Data should only be accessed by authorized users; in secure locations not accessible to the general public; or visible on screens, devices, printouts, or any other manner such that it may be seen by casual viewers.

3. Data Request Process

3.1 A standardized process shall be followed prior to enacting this Data-Sharing Agreement. This process is as follows:

- a. The Requesting Agency requests a Data Request Form from the HMIS Lead Agency, SJCoC Board of Directors Chair, or Collaborative Applicant.
- b. The Requesting Agency completes the Data Request Form and schedules a consultation meeting with the HMIS Lead Agency. Prior to the date of the consultation meeting, the Requesting Agency submits its completed Data Request Form to the HMIS Lead Agency.
- c. The HMIS Lead Agency makes a determination on the initial quality of the request. If the Lead Agency determines the request does not meet the threshold standards for consideration and/or would not comply with the terms of SJCoC data policies, the Lead Agency will notify the Requesting Agency and the Data and HMIS Committee regarding the

rejection. If the Lead Agency determines the request meets threshold standards and should be considered in full, the Lead Agency shall proceed with the consultation meeting.

- d. At the consultation meeting, the HMIS Lead Agency and Requesting Agency work collaboratively to refine the data request and ensure that any request for data is possible to produce, is not overly burdensome on the CoC or HMIS Lead, and meets the parameters of the 2004 HUD Data and Technical Standards, the SJCoC HMIS Policies and Procedures, and this Data-Sharing Agreement.
- e. Following the consultation meeting, the Requesting Agency makes any and all suggested changes and updates to the Data Request Form and submits the Data Request Form to the SJCoC HMIS and Data Committee.
- f. The SJCoC HMIS and Data Committee receives the Data Request Form, places the request on its next agenda, discusses the request, and submits a recommendation to approve or deny to the SJCoC Board of Directors.
- g. The Data Request Form, along with any comments and recommendations from the SJCoC HMIS and Data Committee, is forwarded to the SJCoC Board of Directors and placed on that body's next agenda.
- h. The SJCoC Board of Directors considers the Data Request Form, as well as comments and recommendations from the SJCoC HMIS and Data Committee. The Board shall then take action to approve, deny, or deny with advice for revisions the request.
- i. If the request is approved, an authorized representative of the SJCoC and the Requesting Agency will sign the Data-Sharing Agreement.
- j. The HMIS Lead Agency shall carry out the Data-Sharing Agreement on behalf of the SJCoC and will work collaboratively with the Requesting Agency to produce the Data to be shared.

4. Parameters and Stipulations of Data Sharing

4.1 The parties acknowledge and agree that the purpose of this agreement is to share data with public agencies in alignment with San Joaquin Community Response to Homelessness Strategic Plan Strategy 1.2, Data Collection, Measurement, and Analysis. To meet the Strategic Plan goals, the SJCoC shall provide accurate, timely information to public agencies responsible for directing resources in an effective, outcome-oriented manner at the discretion of the SJCoC.

4.2 Names or social security numbers will not be released except in instances explicitly described in the HMIS Policies and Procedures, and not without proper authorization or agreements duly executed by the CoC. Public Agencies or Managed Care Plans that receive PII/PPI must ensure this information is not shared, internally or externally, in a way that contradicts or violates the standards outlined in the [2004 HUD Data and Technical Standards](#), the HMIS Policies and Procedures, the California Information Practices Act of 1977 (Civ. Code 1798 et seq.) or any other federal or state statute or regulation.

4.3 SJCoC shall not be obligated to share data and may decline to share data unless expressly approved by the SJCoC Board of Directors. The SJCoC shall not share information with any Public Agency unless the following criteria are met:

- a. The Data-Sharing Agreement is with a Public Agency that is governed by an elected body.
- b. The Public Agency is a legislative body, political subdivision, or creation of statute/ordinance/resolution, and is not an individual person or subset thereof, OR the Public Agency is a Managed Care Plan or similar direct provider of housing, services, or health care to the homeless.
- c. The Public Agency has a core purpose or legislated responsibility in addressing housing or the needs of people experiencing homelessness or housing insecurity.
- d. The Public Agency has designated a single lead department to receive, analyze and disseminate information within the Public Agency in order to broadly support oversight and management functions which may be dispersed across multiple departments.
- e. The Lead Department is NOT a law enforcement agency.
- f. The Lead Department agrees to strictly adhere to HUD Data and Technical Standards requirements regarding:
 - i. Uses and disclosures about victims of abuse, neglect or domestic violence;
 - ii. Uses and disclosures for academic research purposes;
 - iii. Disclosures for law enforcement purposes; and
 - iv. All other data sharing, privacy, and security considerations.
- g. The Lead Department names a Project Manager to receive the data. The project manager must have a background in research and data analytics and be qualified to analyze, manage and maintain confidential data sets.

Further, sharing of PPI shall not occur unless a four-part test is additionally met:

- The request is from a direct provider of services, not just a recipient of funds
- The request demonstrates a legitimate need for the data, such as service delivery requirements or a statute, law, or rule that requires the information requested
- There is a demonstrated nexus between the data requested and actual direct delivery of services by the Requesting Agency
- The data requested cannot reasonably be obtained in any other way

4.4 SJCoC shall not be obligated to share data and may decline to share data unless expressly approved by the SJCoC Board of Directors. SJCoC shall not share information with any Managed Care Plan Provider unless the following criteria are met:

- a. The Data-Sharing Agreement is with a Managed Care Plan Provider recognized by the State of California.
- b. The Managed Care Plan Provider demonstrates a statutory or legislated need for the requested data that cannot be adequately met in another manner.
- c. The Managed Care Plan Provider has a core purpose or legislated responsibility in addressing housing or the needs of people experiencing homelessness or housing insecurity.
- d. The Managed Care Plan Provider has designated a single lead department to receive, analyze and disseminate information within the Managed Care Plan Provider in order to broadly support oversight and management functions which may be dispersed across multiple departments.
- e. The Lead Department is NOT a law enforcement agency.
- f. The Lead Department agrees to strictly adhere to HUD Data and Technical Standards requirements regarding:

- i. Uses and disclosures about victims of abuse, neglect or domestic violence;
 - ii. Uses and disclosures for academic research purposes;
 - iii. Disclosures for law enforcement purposes; and
 - iv. All other data sharing, privacy, and security considerations.
- g. The Lead Department names a Project Manager to receive the data. The project manager must have a background in research and data analytics and be qualified to analyze, manage and maintain confidential data sets.

4.5 SJCoC authorizes, through this Data-Sharing Agreement, the release of data to the Requesting Agency and the use of said data under the following parameters and stipulations that conform to the 2004 HUD Data and Technical Standards and the SJCoC HMIS Policies and Procedures:

- a. Prior to having a Data Request authorized and a Data-Sharing Agreement approved by the SJCoC Board of Directors, the Requesting Agency shall meet with the HMIS Lead Agency to discuss parameters of a Data Request, including but not limited to filters, outputs, and production of Data to be Shared; and the Requesting Agency shall produce a final Data Request that reflects the feedback and consultation with the HMIS Lead Agency.
- b. Data to be Shared shall be shared in a standardized form and can be customized only according to the filters stipulated in this Data-Sharing Agreement and in the Data Request Form.
- c. Data to be Shared shall be shared on a schedule agreeable to both the Requesting Agency and the HMIS Lead, but not to be more frequent than quarterly.
- d. Data to be Shared shall be “to the extent available,” as the data exists within the HMIS at the time the data is shared.
- e. Data to be Shared shall be de-identified, except in the instances described in the HMIS Policies and Procedures and in the HMIS Privacy Policy and Data Sharing Policy. Except in these narrow circumstances as required by law or directly related to provision of case management, health care, and/or housing, no Names or Social Security Numbers will be shared or released to the Requesting Agency, or any other information that can be used to identify any individual.
- f. Data to be Shared through this agreement remains the sole property of the San Joaquin Continuum of Care, and the data shared shall not be shared with any other party by the Requesting Agency. Other parties include other Public Agencies, non-Public Agencies, CHOs, law enforcement, elected officials, and members of the general public.

5. Data Provider Obligations

5.1 The SJCoC shall:

- a. The HMIS Lead Agency shall be responsible for providing the data to the Requesting Agency at the agreed interval between the HMIS Lead and Requesting Agency.

- b. The HMIS Lead Agency shall ensure timely and secure transfer of the data to the Requesting Agency in a method that is mutually agreeable to the HMIS Lead Agency and the Requesting Agency.
- c. The HMIS Lead Agency shall, to the best of its ability and without liability, ensure that data released under this agreement conforms to the parameters and stipulations of the agreement, as well as all applicable federal, state, and SJCoC-specific laws, rules, and policies and procedures.
- d. The accuracy and quality of the data shared under this agreement is the responsibility of the CHOs that enter the information regarding individuals, households, programs, services, and other relevant subjects.
- e. The HMIS Lead Agency shall, to the best of its ability and without liability, provide continued support to CHOs in improving the accuracy and quality of the data present in the HMIS.
- f. The HMIS Lead Agency will provide to each Public Agency or other Requesting Agency that executes this Data-Sharing Agreement up to ten (10) hours total of Additional Technical Assistance annually. Technical Assistance includes but is not limited to explaining the output of this Data Sharing Agreement and providing direct support and advisement regarding any analysis/reports/derivative works that result from execution of this Data-Sharing Agreement outside of standard Data and HMIS Committee preparation/meetings or SJCoC Board preparation/meetings. For Additional Technical Assistance above and beyond the 10-hour annual total, the HMIS Lead Agency may, at its sole discretion, submit requests for reimbursement at an hourly rate not to exceed \$150 an hour in relation to time directly spent by the HMIS Lead Agency in the direct fulfillment of its duties pertaining strictly to this agreement. This reimbursement is considered above and beyond any and all other funding that may be directed toward the HMIS Lead Agency for support of the HMIS or discharge of other programs, projects, and services.
- g. The data shared through this agreement remains the sole property of the SJCoC, and the Data to be Shared shall not be shared with any other party by the Requesting Agency.

6. Data Recipient Obligations

6.1 The Requesting Agency shall:

- a. Receipt and Security of Information
 - 1. The Requesting Agency shall update and at all times keep current the name and credentials of the Project Manager to the HMIS Lead Agency.
 - 2. The Requesting Agency agrees to utilize the data solely for the purposes of this Data-Sharing Agreement, and shall adhere to all applicable federal and state privacy and security laws, including but not limited to the California Information Practices Act of 1977 (Civ. Code 1798 et seq.) In addition, the Requesting Agency agrees to comply with relevant state and federal standards addressing the gathering, use, and protection of PPI, including the 2004 HUD HMIS Data and Technical Standards Final Notice, the State

of California Information Security Policies, Standards, and Procedures, and the CoC HMIS Policies and Procedures as approved by the CoC Board of Directors.

3. The Requesting Agency agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the shared data other than as provided for by this agreement, including but not limited to ensuring against Unauthorized or Casual Viewers. The Requesting Agency shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all data or its accidental destruction, loss, or damage.
 4. The Data to be Shared [i.e. the data set(s) received through this agreement] remains the sole property of the San Joaquin Continuum of Care, and the Data to be Shared shall not be shared with any other party by the Requesting Agency, including but not limited to non-Public Agencies, law enforcement, or members of the general public.
 5. The Requesting Agency agrees to destroy data shared through this agreement upon the termination of this Data-Sharing Agreement or upon completion of the purpose for which the data were obtained, whichever occurs first. Data will be destroyed in a manner to be deemed unusable or unreadable. The Requesting Agency may retain any derivative works of the shared data, reports, analyses, or any other work product developed pursuant to this agreement.
- b. Application of Sound Analytics Practices
1. The Requesting Agency is responsible for processing the data sets to enhance the use, comprehension, or organization of the produced and shared data shall be the responsibility of the Requesting Agency.
 2. The Requesting Agency agrees to use standard data analytics and research methodologies to interpret and report on data.
- c. Appropriate Purpose and Use of Information
1. The Requesting Agency may use, process, and store the data sets under this agreement in order to conduct research and data analysis, which may result in reports, insights, trends, and other work product.
 2. All results of research and analysis produced by the Requesting Agency from the data sets under this agreement will remain the sole property of the Requesting Agency.
- d. Review and Vetting of Findings
1. The requesting agency will designate an individual to participate in meetings of the Data and HMIS Committee to share and discuss findings with other public agencies and CoC partners and to develop shared language around public reports.
 2. As part of the sharing stipulated above, the Requesting Agency agrees to allow sufficient time for the Data and HMIS Committee and/or the Lead Agency to review and provide

feedback, input, or other response regarding the development of new reports and other work product to ensure those products are accurate in relation to data standards, definitions, and other factors.

3. The Requesting Agency acknowledges and recognizes the importance of having accurate and aligned information and will work with the Data and HMIS Committee, the CoC, the HMIS Lead Agency, and others to make sure that different agencies are not posting or disseminating contradictory information.
- e. Reimbursement for Additional Technical Assistance
1. The Requesting Agency agrees to reimburse the HMIS Lead Agency for Additional Technical Assistance related to the execution of this Data-Sharing Agreement above and beyond ten (10) hours, annually.
 2. Additional Technical Assistance includes but is not limited to direct support required by the Requesting Agency such as:
 - a. One-on-one explanations of Data to be Shared beyond standard training provided by the HMIS Lead Agency; or
 - b. One-on-one support and advisement regarding any analysis/reports/derivative works that result from execution of this Data Sharing Agreement.
 3. Additional Technical Assistance does not include:
 - a. Existing responsibilities of the HMIS Lead Agency as outlined in [the HMIS Lead Agency Memorandum of Understanding](#);
 - b. The initial time investment required of the HMIS Lead Agency in facilitating the Data Request Process; or
 - c. The maximal quarterly time commitment to producing Data to be Shared.
 4. The Requesting Agency agrees to an hourly reimbursement rate not to exceed \$150 an hour in relation to time directly spent by the HMIS Lead Agency. The Requesting Agency agrees that this reimbursement is considered above and beyond any and all other funding that may be directed toward the HMIS Lead Agency for support of the HMIS or discharge of other programs, projects, and services.

7. Term and Termination

7.1 This agreement shall be effective from the date set forth above and shall continue for a period of three calendar years, unless terminated with or without cause as set forth below. This agreement may be renewed with the express written mutual consent of the CoC Board of Directors and the Requesting Agency for a term of length that is mutually beneficial to both parties.

7.2 If either Party breaches any provision in this agreement and such breach remains uncured after thirty (30) days written notice to the breaching Party, the non-breaching Party may terminate this Agreement by a date specified by such Party.

7.3 Either Party may terminate this agreement for convenience on sixty (60) days written notice to the other Party.

7.4 Data shared through this agreement will be destroyed upon the termination of this Data-Sharing Agreement or completion of the purpose for which the data were obtained, whichever happens first. Data will be destroyed according to section 6.1.a of this agreement.

8. Mutual Defense and Indemnification

8.1 Each Party (as “Indemnitor”) shall indemnify, hold harmless, and defend the other Party (as “Indemnatee”) as well as the Indemnatee’s board members, appointees, officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all liability, claims, damages, losses, and expenses, including but not limited to attorney’s fees and costs, caused by, arising out of, in connection with, or resulting from the Indemnitor’s performance under this Agreement, where any such liability, claim, damage, loss or expense is caused by and arises, in whole or in part, from any negligent or intentional act or omission of the Indemnitor or any of the Indemnitor’s appointees, employees, agents, subcontractors or others.

9. Dispute Resolution

9.1 If a dispute arises under this agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this agreement. During any dispute, the Parties shall continue with their respective responsibilities under this agreement.

10. Damages and Discrimination

10.1 Should either party wish to commence an action for damages under this Agreement, it shall be required to adjudicate the dispute through binding arbitration to be held in Stockton, California under the rules of the American Arbitration Association or under such rules to which the parties may agree. Any award rendered shall be final and binding upon each of the parties, and judgment there upon shall be borne equally by both parties. During the course of the arbitration and until a final settlement has been reached, this Agreement shall remain in full force and effect unless otherwise terminated as provided in this Agreement.

10.2 There shall be no discrimination of any person or group of persons on account of race, color, ethnicity, creed, national origin, religion, handicap, ancestry, age, marital status, sexual orientation, sex, gender or gender identity, in the operation of this Data-Sharing Agreement.

HMIS Lead Agency

Requesting Agency

Representative of the HMIS Lead Agency

Representative of the Requesting Agency

Signature

Signature

Date signed

Date signed

San Joaquin Continuum of Care
Homeless Management Information System

SJCoC HMIS PRIVACY POLICY AND DATA SHARING POLICY

SJCoC HMIS PRIVACY POLICY AND DATA SHARING POLICY

This Notice describes the Privacy Policy of the San Joaquin Continuum of Care (SJCoC) Homeless Management Information System (HMIS). The SJCoC has executed a Memorandum of Understanding with Central Valley Low Income Housing Corp. (CVLIHC) to act as the HMIS Lead Agency, administering the HMIS on behalf of SJCoC, is governed by the SJCoC Board of Directors

Each CHO (or Participating Agency) is required to adopt this privacy policy related to the use of the SJCoC HMIS. This requirement includes agencies defined as Victim Service Providers and who are required to use a comparable data base. This Privacy Policy is included as a separate document in Appendix I, and should be made available to clients upon request.

Not all SJCoC stakeholders have direct access to HMIS; direct access is provided only to CHOs that are direct providers of services under the structure of these policies and procedures; funding sources that contract/subcontract with other agencies/individuals who are tasked by the contract to provide those direct services are not considered “direct providers.” Throughout the SJCoC, there are certain agencies, usually the service provider agencies that are directly interacting with homeless clients, that actively use and contribute to the HMIS. Any agency with access to the HMIS is required to sign an **Agency Partnership Agreement**. All HMIS Lead Agency personnel (including employees, volunteers, affiliates, contractors and associates), and all participating agencies and their personnel, are required to comply with this notice. All personnel in the SJCoC with access to HMIS must receive and acknowledge receipt of a copy of this Notice, agree in writing to comply with it, and receive training on this Privacy Policy before being given access to HMIS.

This Privacy Policy applies to all Personally Identifiable Information that is collected and maintained in the SJCoC HMIS, including electronic and hard copies derived from the HMIS.

Personally Identifying Information, also known as Protected Personal Information (PPI), is defined by the 2004 HUD Data and Technical Standards as: *“Any information maintained by or for a Covered Homeless Organization about a living homeless client or homeless individual that: (1) Identifies, either directly or indirectly, a specific individual; (2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or (3) can be linked with other available information to identify a specific individual.”*

The SJCoC HMIS will use only de-identified, aggregate data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.

The HMIS Lead Agency will endeavor in good faith to answer requests by Public Agencies by producing reports generated from the HMIS to provide information regarding homelessness within the SJCoC. Resulting reports will utilize only de-identified, aggregate data. The HMIS Lead Agency will, to a reasonable extent, also endeavor in good faith to answer requests by SJCoC stakeholders with reports generated from the HMIS to provide information regarding homelessness within the SJCoC. Resulting reports will utilize only de-identified, aggregate data. The HMIS Lead Agency is not mandated to provide reports to Public Agencies or SJCoC stakeholders, and the HMIS Lead Agency is the sole arbiter regarding the reasonableness of requests from Public Agencies and SJCoC stakeholders and whether to respond to those requests.

Direct sharing of data contained in the HMIS is not allowed, except under the express direction of the SJCoC Board of Directors following the strict process established by the SJCoC under the Data-Sharing Agreement (Appendix H).

Protection of PII is of extreme importance to the SJCoC. This document explains to clients and Participating Agencies the circumstances under which PII may be shared without express consent. The Privacy Posting (Appendix E) describes generally the conditions under which client data may be shared, including PII, and shall be posted publicly by each Participating Agency.

Federal law may require participating agencies to have their own agency-specific privacy policies. Information entered and accessed by the Collaborative Applicant may therefore also be covered by additional, agency-specific privacy policies. Participating agencies may be more restrictive in their privacy policies, but may not be less restrictive than this Privacy Policy. In accordance with federal law, all participating agencies are required to post a sign at their intake desks, offices, or website, if applicable, explaining the reasons information is requested.

The SJCoC and the HMIS Lead Agency reserve the right to amend this Privacy Policy at any time. It is possible that an amendment may affect PII that we obtained before the effective date of the amendment. All amendments apply retroactively. We will maintain a record of the changes made in amendments and post new versions of this Privacy Policy on the website located at: <http://www.sanjoaquinoc.org/>

SJCoC has adopted an approach to client consent for use and disclosure of information consistent with regulations set forth by HUD in Federal Register/ Vol. 69, No. 146 / Friday, July 30, 2004 / Notices and with the Coordinated Entry Management and Data Guide (published October 2018) at <https://files.hudexchange.info/resources/documents/coordinated-entry-management-and-data-guide.pdf>

- “Use” means, with respect to PII, the sharing, employment, application, utilization, examination, or analysis of such information internally within the HMIS participating agency that maintains such information or within the HMIS Lead.
- “Disclosure” means, with respect to PII, the release, sharing, transfer, provision of access to, or divulging of information to an organization outside the HMIS participating agency holding the information or outside the HMIS Lead Agency. Disclosure of any information to any entity that has not signed a Data Sharing MOU and is not required by law can only occur with written client consent

Only information that is needed for 1) coordination of services and case management, 2) administration, 3) billing, and 4) analytics are collected.

- **Coordination of services and case management:** Agencies may use or disclose client information for case management purposes to provide or coordinate services for you and your family to help you end your homelessness. Participating Agencies may use or disclose your information to locate suitable services or housing, to conduct referrals and assessments, to determine program eligibility, and to otherwise collaborate to address your specific needs and circumstances.. Unless a client requests that his/her record remain hidden, client PII/PPI will only be shared with an HMIS CHO/Participating Agency that has executed a Data Sharing MOU. The HMIS Lead Agency may share client information on an HMIS-wide basis (or on a subset thereof) if the HMIS Lead Agency determines the sharing of data is to provide enhanced services, including case management, health care, and/or housing, and if the agency/organization receiving the client information has completed the process described in the Data Sharing Agreement (Appendix H) and is determined to have met the requirements therein. The HMIS Lead Agency may share client information on an HMIS-wide basis to meet mandatory reporting requirements of the federal and state governments, including but not limited to Longitudinal Systems Analysis, System-wide Performance, Housing Inventory Count, Point in Time Count, and others as determined by the HMIS Lead Agency.
- **Administrative Uses:** Agencies may use client information to carry out administrative functions internally including but not limited to legal, audit, personnel, oversight, and management functions.
- **Billing Use:** Agencies may use client information for functions related to payment or reimbursement for services if required by the funder/billing agency.
- To carry out maintenance and operation of the SJCoC HMIS;
- To create reports for the SJCoC that include your data but only in a manner in which your identity is not disclosed
- **Research Use:** Agencies may use client information for internal analysis including but not limited to evaluating program effectiveness, creating an unduplicated database on clients served within the system, understanding local and regional needs and trends in homelessness, and assessing an agency’s progress towards achieving goals and objectives. PII that could be used to identify a client should never be included in these reports. The release of aggregate HMIS data to an entity that is not a CHO/Participating Agency must be approved by the SJCoC Data and HMIS Committee and SJCoC Board of Directors.
- **Required by Law:** Agencies may disclose client personal information that meets the minimum standard necessary for the immediate purpose to comply with legal requirements. Agencies may only disclose client information to law enforcement entities in response to appropriate legal requests including subpoena or court order. Agencies may disclose client PII to an agency authorized by law to receive reports of abuse, endangerment, neglect, or domestic violence if this agency believes the clients are the victim of such treatment provided any of the following apply:
 - 1) the disclosure is required by law, such as “mandated reporting”
 - 2) the agency believes the disclosure is necessary to prevent serious harm, or to lessen a serious or imminent threat to the health and safety of an individual or public and the

information is given to law enforcement or other person reasonably able to prevent or reduce that threat.

Each CHO must develop and implement a written plan to dispose of or, in the alternative, to remove identifiers from, PII that is not in current use seven years after the PII was created or last changed (unless a statutory, regulatory, contractual, or other requirement mandates longer retention).

Client Rights

- Clients have the right to get services even if they choose **NOT** to participate in the SJCoC HMIS; this right is limited by the nature of the project; some projects are required by law or regulation to collect certain data to establish and document program eligibility.
- Clients have the right to ask who has seen their information.
- Clients have the right to see or receive a copy of their information and to change it if it is not correct. Requests to view or receive a copy of their information shall be in writing and clients must provide proof of identity; the request and proof of identity shall be maintained in the client file (electronic or hard copy). To change information, clients must show documentation verifying the correct information.

If clients do not want their information shared with a specific agency or do not wish to share their information any longer (, it is their responsibility to let their case manager or intake worker know, who must then take the proper action to honor that request and to document that client's request appropriately.

If a client has any questions about the use of their personal information or are concerned about client privacy or safety, they should share their questions or concerns with agency management. If a client feels that the security or integrity of their information has been violated by an end-user or the CHO itself, clients should file a complaint with the Agency, following their procedures that are in place. Clients may also file a complaint with the HMIS Lead Agency; all CHOs/Participating Agencies are required to provide a client with a **Grievance Filing Form** (Appendix F) at their request and submit the completed form to the HMIS Lead Agency; in instances where the HMIS Lead Agency is the subject of a grievance, it will be submitted to the SJCoC Data and HMIS Committee for review and action. The HMIS Lead Agency, in conjunction with the SJCoC Data and HMIS Committee, will investigate each grievance and submit suggested actions to the CHO/Participating Agency within 30 days. Clients that submit a grievance filing form will not be retaliated against for filing a complaint. Clients may also ask for a copy and/or an explanation of the privacy policy.