

*Santa Cruz County HOMELESS MANAGEMENT
INFORMATION SYSTEM*

POLICIES & PROCEDURES

REVISION HISTORY

Date	Author	Description
09/20/04	HMIS Technology Committee	Approved: Policies & Procedures in concept
Version 1 10/20/04	HMIS Technology Committee	Approved: Policies & Procedures Manual
Version 2 02/15/05	HMIS Technology Committee	Approved: HUD required privacy language for Intake Sites, 5.4, Page 14
Version 3 02/15/06	HMIS Technology Committee	Approved: Quality Assurance policy 5.3.a, and other minor revisions
Version 4 06/21/06	HMIS Technology Committee	Approved: Service Transaction Reporting 5.3.b, Page 15; Separate Records & Assessment for Children 5.3.C, Page 15; Agency Privacy Notice 5.4, Page 16
Version 5 09/13/06	HMIS Technology Committee	Approved: Program Bed Coverage 5.3.d, Page 16, and Anonymous Client Data Entry 5.3.e, Page 17
Version 6 01/17/07	HMIS Technology Committee	Approved: Release and Disclosure of Client Data 5.4, Page 18, Related Addendum: 8.1 Baseline Privacy Notice for Homeless Organization added, Page 26, and Workstation Security 5.7, Page 20
Version 7 09/16/09	HMIS Technology Committee	Approved: Changed references to HRA as the Lead Agency to CTA

1. INTRODUCTION

This document provides the framework for the ongoing operations of the Santa Cruz County Homeless Management Information System (Santa Cruz County HMIS) Project. The Project Overview provides the main objectives, direction and benefits of the Santa Cruz County HMIS Project. Governing Principles establish the values that are the basis for all policy statements and subsequent decisions.

Operating Procedures will provide specific policies and steps necessary to control the operational environment and enforce compliance in the areas of:

- Project Participation
- User Authorization
- Collection of Client Data
- Release of Client Data
- Server Security and Availability
- Workstation Security
- Training
- Technical Support

Other Obligations and Agreements will discuss external relationships required for the continuation of this project. Forms Control provides information on obtaining forms, filing and record keeping.

2. PROJECT OVERVIEW

The long-term vision of the Homeless Management Information System (HMIS) is to enhance Partner Agencies' collaboration, service delivery and data collection capabilities. Accurate information will put the Santa Cruz County Continuum of Care Homeless Action Partnership (HAP) in a better position to request funding from various sources and help plan better for future needs.

The mission of the Homeless Management Information System of the HAP is to be an integrated network of homeless and other service providers that use a central database to collect, track and report uniform information on client needs and services. This system will not only meet Federal requirements but also enhance service planning and delivery.

The fundamental goal of the Santa Cruz County HMIS Project is to document the

demographics of homelessness in Santa Cruz County according to the U.S. Department of Housing and Urban Development (HUD) HMIS Standards. It is then the goal of the project to identify patterns in the utilization of assistance, and document the effectiveness of the services for the client. This will be accomplished through analysis of data that is gathered from the actual experiences of homeless persons, and the service providers who assist them in shelters and homeless assistance programs throughout the county. Data that is gathered via intake interviews and program participation will be used to complete HUD Annual Progress Reports. This data may also be analyzed to provide unduplicated counts and anonymous aggregate data to policy makers, service providers, advocates, and consumer representatives.

The project utilizes a web-enabled application residing on a central server to facilitate data collection by homeless service organizations across the county. Access to the central server is limited to agencies formally participating in the project and then only to authorized staff members that meet the necessary training and security requirements.

The Santa Cruz County HMIS project lead, as assigned by the HAP, is Community Technology Alliance (CTA). CTA's Director is the authorizing agent for all agreements made between Partner Agencies and CTA. The CTA System Administrator is responsible for the administration of the central server and user access. The CTA Project Manager will provide oversight for the countywide implementation of HMIS.

The HMIS Technology Committee of Santa Cruz County HAP is responsible for oversight and guidance of the Santa Cruz County HMIS Project. This group is committed to balancing the interests and needs of all stakeholders involved: homeless men, women, and children; service providers; and policy makers.

Potential benefits for homeless men, women, and children and case managers: Access to critically needed services and housing will be easier through streamlined referrals, less duplication with intakes and assessments, and coordinated case management and improved access to benefits.

Potential benefits for agencies and program managers: Better tracking of client outcomes, coordinated services (both internally among agency programs and externally with other providers), improved client information for program design decision, and easier preparation of financial programmatic reports for funders, boards and other stakeholders.

Potential benefits for community-wide Continuums of Care (CoC) and policy makers: County-wide involvement in the project provides the capacity to generate HUD Annual Progress Reports for the CoC, and allows access to aggregate information both at the local and regional level that will assist in identification of gaps in services and determination of an unduplicated count, as well as the completion of other service reports used to inform policy decisions aimed at addressing and ending homelessness at local, state and federal levels.

3. GOVERNING PRINCIPLES

Described below are the overall governing principles upon which all decisions pertaining to the Santa Cruz County HMIS Project are based. Participants are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.

Confidentiality

The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which are the primary focus of agency programs participating in this project.

Policies regarding client data will be founded on the premise that a client owns his/her own personal information and will provide the necessary safeguards to protect client, agency, and policy level interests. Collection, access and disclosure of client data through HMIS will only be permitted by the procedures set forth in this document.

Data Integrity

Client data is the most valuable and sensitive asset of the Santa Cruz County HMIS Project. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.

System Availability

The availability of a centralized data repository is necessary to achieve the ultimate countywide aggregation of unduplicated homeless statistics. The System Administrator is responsible for ensuring the broadest deployment and availability for homeless service agencies in Santa Cruz County.

4. ROLES AND RESPONSIBILITIES

Santa Cruz County Continuum of Care Homelessness Action Partnership

HMIS Technology Committee

- Recommendation of the Lead HMIS Agency to the HAP
- Develop a Technology Plan
- Selection of system software
- Approval of project forms and documentation
- Project direction, guidance, participation and feedback
- Advise and support funding strategies
- Review of compliance issues

Community Technology Alliance

CTA Director

- CTA signatory for Memoranda of Understanding

CTA Project Management

- Project Staffing
- Liaison with HUD
- Overall responsibility for success of the Santa Cruz County HMIS project
- Creation of project forms and documentation
- Project Policies & Procedures and compliance
- General responsibility for project rollout
- Hosting of System Software
- Selection and procurement of server hardware
- Procurement of server software and licenses
- End user licenses
- Data Monitoring
- Data Validity
- Keeper of signed Memorandums of Understanding
- Adherence to HUD Data Standards

CTA System Administration

- Domain registration
- Project Website
- Central Server Administration
 - Server Security, Configuration, and Availability
 - Setup and maintenance of hardware
 - Installation and maintenance of software
 - Configuration of network and security layers
 - Anti-virus protection for server configuration
 - System Backup and Disaster Recovery
 - User Administration
 - Add & Remove Partner Agency Super Users
 - Manage User Licenses
 - System Uptime & Performance Monitoring
 - Ongoing Protection of Confidential Data
- Application Customization
- Aggregate data reporting and extraction
- Quality Assurance Reporting
- Assist Partner Agencies Super User with agency-specific data collection and reporting needs
- Helpdesk- IT designated Staff

CTA Training Coordination

- Curriculum Development
- Training documentation
- Confidentiality Training
- Application Training for Partner Agency Super User and End Users
- Training Timetable

Partner Agency

Partner Agency Executive Director

- Authorizing agent for partner agreement (MOU)
- Designation of Super User
- Agency compliance with Policies & Procedures
- End user licenses works with CTA Project Manager
- Agency level HUD reporting

Partner Agency Super User

- Sole communicator with CTA Information Services Help Desk
- Authorizing agent for Partner Agency User Agreements
- Keeper of Partner Agency User Agreements
- Keeper of executed Client Informed Consent forms
- Authorizing agent for user ID requests
- Staff workstations
- Internet connectivity
- End user adherence to workstation security policies
- Detecting and responding to violations of the Policies and Procedures
- First level End user support
- Maintain Agency/Program Data in HMIS Application
- Ensure use of Standardized HMIS Intake & Exit Forms
- Authorized imports of client data

Agency Staff/End User

- Safeguard Client Privacy through compliance with confidentiality policies
- Data Collection as specified by training and other documentation.
- Data Entry

Conflict Resolution Committee

The Conflict Resolution Committee (CRC) will serve as the Ombudsperson for Santa Cruz County HMIS participants. While every participant in the system, including clients, should have access to the Ombudsperson, reasonable efforts should be made (and documented if possible) to obtain satisfaction by other means, including escalation within an agency and through CTA.

The current CRC members will be comprised of representatives from the County of Santa Cruz, the City of Watsonville, and the City of Santa Cruz. The CRC may be contacted through Community Technology Alliance or Continuum of Care Homeless Action Partnership Coordinator/HMIS Project Manager.

5. OPERATING PROCEDURES

5.1. Project Participation

Policies

- Agencies participating in the Santa Cruz County HMIS Project shall commit to abide by the governing principles of the Santa Cruz County HMIS Project and adhere to the terms and conditions of this partnership as detailed in the Memorandum of Understanding.

Procedures

Confirm Participation

1. The Partner Agency (PA) shall confirm their participation in the Santa Cruz County HMIS Project by submitting a signed Memorandum of Understanding to the CTA Project Manager.
2. The CTA Project Manager will obtain the co-signature of the CTA Director.
3. The CTA Project Manager will maintain a file of all signed Memorandums of Understanding.
4. The CTA System Administrator will update the list of all Partner Agencies and make it available to the project community and post this list on the Santa Cruz County HMIS portal. All participating Agencies will be listed on the HMIS portal.

Voluntary Termination of Participation

1. The Partner Agency shall inform the CTA Project Manager in writing 45 days prior of their intention to terminate their agreement to participate in Santa Cruz County HMIS Project.
2. The CTA Project Manager will inform the CTA Director and update the participating Partner Agency list.
3. The CTA System Administrator will revoke access of the Partner Agency staff to the Santa Cruz County HMIS. Note: All Partner Agency specific information contained in the HMIS system will remain in the Santa Cruz County HMIS system.
4. The CTA Project Manager will keep all Partner Agency termination records on file with the associated Memorandums of Understanding.

Assign Super User

1. The Partner Agency shall designate a primary contact, the Super User, for communications regarding Santa Cruz County HMIS, and

shall notify the CTA Project Manager of the Partner Agency Super User's name and contact information.

2. The CTA Project Manager will maintain a file of designated Partner Agency Super User information.
3. The CTA System Administrator will maintain a list of all assigned Partner Agency Super Users and make it available to the project staff.
4. Partner Agency Super User questions concerning software are to be directed to the CTA System Administrator only. At no time will the Partner Agency contact the software vendor directly.

Re-Assign Super User

The Partner Agency may designate a new or replacement primary contact in the same manner as above.

Site Security Assessment

1. Prior to allowing access to the HMIS, the Partner Agency Super User and the CTA System Administrator will meet to review and assess the security measures in place to protect client data. This review shall in no way reduce the responsibility for agency information security, which is the full and complete responsibility of the agency, its Executive Director, and Partner Agency Super User.
2. Agencies shall have virus protection software on all computers that access HMIS.

5.2. User Authorization & Passwords

Policies

- Agency Staff participating in the Santa Cruz County HMIS Project shall commit to abide by the governing principles of the Santa Cruz County HMIS Project and adhere to the terms and conditions of the Partner Agency User Agreement.
- The Partner Agency Super User must only request user access to HMIS for those staff members that require access to perform their job duties. Only designated Partner Agency Super User may request and receive HMIS passwords and User IDs from CTA.
- All HMIS users must have their own unique user ID and should never use or allow use of a user ID that is not assigned to them. [See Partner Agency User Agreement.]
- Temporary, first time only, passwords will be communicated via email to the owner of the User ID.
- User specified passwords should never be shared and should never be communicated in any format.
- New User IDs must require password change on first use.
- Passwords must be at least eight (8) characters long, use at least two (2) numbers (required by software), and one (1) letter. Do not use or include the User name, the HMIS name, or the HMIS vendor's name,

- and the password may not consist entirely of any word found in the common dictionary or any of the above spelled backwards.
- CTA System Administrator will determine and notify participants if passwords need to be changed. Partner Agency Super User, passwords may only be reset by the CTA System Administrator.
 - Partner Agency Users (not including Partner Agency Super User), passwords should be reset by the Partner Agency Super User, but in some cases may be reset by the CTA System Administrator.
 - Three (3) consecutive unsuccessful attempts to login will disable the User ID until the account is reactivated by the Partner Agency Super User.

Procedures

Workstation Security Assessment

1. Prior to requesting user access for any staff member, the Partner Agency Super User will assess the operational security of the user's workspace.
2. Partner Agency Super User will confirm that workstation has virus protection properly installed and that a full-system scan has been performed within the last week.

Request New User ID

1. When the Partner Agency Super User identifies a staff member that requires access to Santa Cruz County HMIS, a Partner Agency User Agreement (PAUA) will be provided to the Prospective User.
2. The Prospective User must read, understand and sign the PAUA and return it to the Partner Agency Super User.
3. The Partner Agency Super User will co-sign the PAUA and keep it on file.
4. The Partner Agency Super User will create the new user ID as specified, and notify the user ID owner of the temporary password via email.
5. User IDs and passwords will be issued after the Partner Agency Super User has confirmed that the Partner Agency HMIS End User has signed the PAUA form, and has attended Confidentiality Training.

Change User Access

When the Partner Agency Super User determines that it is necessary to change a user's access level they will update the user ID as needed.

Voluntary Rescission of User Access

Use the procedure referenced under Section 5.1 Project Participation, Voluntary Termination of Participation, when any HMIS user leaves the agency or otherwise becomes inactive.

Reset Password

1. When a user forgets their password or has reason to believe that someone else has gained access to their password, they must immediately notify their Partner Agency Super User.
2. The Partner Agency Super User will reset the user's password and notify the user of their new temporary password.

5.3. Collection and Entry/Exit of Client Data

Policies

- Client Data will be gathered according to the policies, procedures and confidentiality rules of each individual program and in compliance with HUD requirements.
- Partner Agency will develop program specific interview guidelines that include the HMIS data collection process, the standardized Client Informed Consent & Release of Information Authorization form, posting of privacy policy, and any additional elements the agency wishes to collect.
- Client Data may only be entered into the HMIS with client's authorization to do so.
- Client Data will only be shared with Partner Agencies if the Client consents, has signed the Client Consent form, and the signed Client Consent form must be available on request.
- Client Data will be entered for purposes of Entry or Exit into the HMIS in a timely manner within three (3) business days* of accessing the data.
- Client identification (Part I of the Intake Form) should be completed within three (3) business days of the initial intake.
- Record of service should be entered on the day services began or ended, or as soon as possible within the next three (3) business days.
- Required assessments should be entered as soon as possible following the assessment process and within three (3) business days.
- All Client Data entered into the HMIS will be kept as accurate and as current as possible.
- Hardcopy or electronic files will continue to be maintained according to individual program requirements.
- Hardcopies of Potential Personal Information (PPI) will be kept in a secure location (i.e. locked file cabinet), or destroyed.
- Partner Agencies are responsible for the accuracy, integrity, and security of all data input by said Agency. Any information updates, errors, or inaccuracies that come to the attention of the Partner Agency

*A business day is equal to a weekday, Monday through Friday, excluding holidays.

will be corrected by the Partner Agency. If necessary, CTA Systems Administrator must be notified within five (5) business days of any corrections that cannot be made by the Partner Agency Super User.

- No data may be imported without the client's authorization.
- Any authorized data imports will be the responsibility of the participating agency.

Procedures

Refer to User Manual and/or Training Materials for specific data entry/exit guidelines.

5.3.a. Quality Assurance

Policies

- Client specific data shall be entered correctly to ensure quality of data, and to provide reports to agency executive management, public policy decision makers, and all relevant homeless service providers.
- Quality Assurance shall be the responsibility of the Partner Agency Super User or the designated position within the agency as defined by the Executive Director. CTA will be informed if this person is different than the designated Partner Agency Super User.

Procedures

1. CTA will provide each agency with an Exceptions reporting format, and provide the training necessary in order for the agency to be able to download and report to the appropriate parties within the agency, and to the HMIS Project Manager.
2. Partner Agency Super User will download Exception Reports weekly on Mondays.
3. Super User will be responsible for reviewing the Exception Reports, and making corrections where they have been identified within three (3) business days.
4. Super User will share the raw data from Exception Reports with authorized personnel only (those that have HMIS authorization).
5. Super User will inform the CTA designated staff if there is a problem in correcting the data within the three (3) business days.
6. CTA designated staff will verify the first (1st) Monday of each month (Tuesday's when Monday is a holiday, or a day off) that the Super User has complied with the correction of Exception Reports.

7. If the CTA designated staff finds that the monthly review shows a lack of corrections, they will E-mail the Super User and the HMIS Project Manager advising that the corrections have not been made in a timely manner, and should be corrected within five (5) business days.
8. If the CTA designated staff finds that the corrections have not been made within five (5) business days, then the CTA designated staff will inform the HMIS Project Manager, and copy the Super User.
9. The HMIS Project Manager will communicate with the Super User and provide five (5) additional business days for the corrections to be made. If at the end of the five (5) business days, the corrections are not complete, then the Project Manager will inform the Partner Agency Executive Director.
10. CTA Project Manager will work with the Executive Director to determine an appropriate time for the corrections to be made.
11. If the CTA Project Manager is unable to resolve the Exception Reporting corrections, then the Project Manager will work with the Conflict Resolution Committee.

5.3.b. Service Transaction Reporting

Policies

- To avoid duplicated data about services provided to clients, only Partner Agencies that directly provide a service should be credited for the service transaction.

Procedures

1. Partner Agencies should record all services they provide directly to clients using the Service Transaction function of ServicePoint.
2. If a Partner Agency refers a client to receive services by another agency, the Service Transaction should record the service as "Referred to Other/Mainstream Services".

5.3.c. Separate Records For Children

Policies

- To comply with HUD HMIS standards, Partner Agencies must record all children as a separate client record.

Procedures

1. Partner Agency may use the separate child data collection addendum of the Santa Cruz County Standardized HMIS Data Form when a family includes children.
2. Partner Agencies must create a separate client record in

ServicePoint for each child under the Child Assessment sub-assessment component.

5.3.d. Program Bed Coverage

Policies

- Partner Agency must seek to attain HMIS coverage for 100% of their emergency, transitional, and permanent beds for homeless people. “Bed coverage” means that HMIS data is entered for any client who occupies a bed for any period of time.

Procedures

1. Partner Agency must enter client data on every client who occupies each of their emergency, transitional, and permanent beds for homeless people.
2. Each year, Partner Agency, as part of the annual CoC Housing Inventory, will review and certify the HMIS coverage of each of their emergency, transitional, and permanent beds for homeless people.
3. The CTA Project Manager may periodically monitor Partner Agencies, review their HMIS records, and consult with Partner Agencies to ensure they are complying with their program bed coverage requirements.

5.3.e. Anonymous Client Data Entry

Policies

Partner Agency should seek to obtain a signed Client Informed Consent & Release of Information Authorization (ROI) and all required information from every homeless client, including Personal Protected Information (PPI—e.g., name or social security number). However, if the client will not provide a signed ROI, as a last resort Partner Agency may enter the client as an “anonymous client.” “Anonymous client” refers to data entered without PPI. Totally anonymous client data cannot be unduplicated and therefore harms the HAP’s ability to generate an accurate count of and statistics on clients entered into HMIS.

Procedures

1. If a client initially refuses to sign the Release of Information (ROI), explain the benefits and value of HMIS participation to the client.
2. If after discussion the client still declines to sign the ROI, anonymous data must then be entered.

3. The “anonymous client” feature of ServicePoint must be used, rather than simply leaving the PPI fields within a regular client record blank.
4. The anonymous client’s year of birth (enter as 01/01/Year of Birth, but not month and day of birth) must be entered in order to facilitate record de-duplication.
5. Do not include the following PPI fields as follows:
 - a. First, Middle, or Last Name
 - b. SSN
 - c. Date of Birth (month and day)
 - d. Addresses
 - e. Phone Numbers
 All other fields should be entered.

5.4. Release and Disclosure of Client Data

Policies

- Client-specific data from the HMIS system may be shared with Partner Agencies only when the sharing agency has secured a valid Release of Information from that client authorizing such sharing, and only during such time that Release of Information is valid (before its expiration). Other non-HMIS inter-agency agreements do not cover the sharing of HMIS data.
- Sharing of client data may be limited by program specific confidentiality rules.
- No client-specific data will be released or shared outside of the Partner Agencies unless the client gives specific written permission or unless withholding that information would be illegal. Please see Release of Information. Note that services may **not** be denied if client refuses to sign Release of Information or declines to state any information.
- Release of Information must constitute **informed consent**. The burden rests with the intake counselor to inform the client before asking for consent.
- As part of **informed consent**, the relevant portions of these Policies & Procedures should be posted near the intake location, along with the Agency’s relevant Policies & Procedures, and a list of agencies participating in Santa Cruz County HMIS.
- Per HUD standards, a sign must be posted at each intake sight (or comparable location) generally explaining the reasons for collecting this information. **All Intake Sites must visibly post the following language that was approved by HUD and is the minimum “safe harbor” in most circumstances. Please note that HIPPA-covered agencies may have different requirements for such wall postings:**

“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 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, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.”

- To comply with HUD HMIS Standards, each Partner Agency must adopt and maintain its own privacy notice/policy, which at a minimum includes the protections set forth in the attached Baseline Privacy Notice (with content that was approved by HUD). *Please note that HIPAA-covered agencies may have different requirements for privacy notices/policies.*
- To comply with HUD HMIS standards, each Partner Agency that maintains a public web page must post the current version of its privacy notice/policy on that web page.
- Client shall be given print out of all data relating to them upon written request and within 10 working days.
- A report of data sharing events, including dates, agencies, persons, and other details, must be made available to the client upon request and within 10 working days.
- The ServicePoint log of all external releases or disclosures must be maintained for seven (7) years and made available to the client upon written request and within 10 working days.
- Personally protected information that is not in current use seven (7) years after being created or last changed must be disposed of or have the identifiers removed.
- Aggregate data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission. This policy should be made clear to clients as part of the Informed Consent procedure.
- Each Partner Agency Executive Director is responsible for their Agency’s internal compliance with the HUD Data Standard.

Procedures

Procedures for disclosure of client-specific data are readily obtained from the above policies, combined with the configuration of the Santa Cruz County HMIS system, which facilitates appropriate data sharing.

5.5. Server Security

Policies

- The CTA System Administrator will strive to secure and keep secure the servers, both physically and electronically.

Procedures

- All procedures for maximizing Server Security are the responsibility of the CTA System Administrator.

5.6. Server Availability

Policies

- The CTA System Administrator will strive to maintain continuous availability by design and by practice.
- Necessary and planned downtime will be scheduled when it will have least impact, for the shortest possible amount of time, and will only come after timely communication to all Partner Agency participants. The CTA System Administrator is responsible for design and implementation of a backup and recovery plan (including disaster recovery).

Procedures

1. A user should immediately report unplanned downtime to their Partner Agency Super User.
2. All other procedures for maximizing Server Availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the CTA System Administrator.
3. CTA System Administrator will backup system, software, and database data on a weekly basis, as well as incremental backups nightly.
4. CTA System Administrator will notify Partner Agency Super User of system failures, errors, or problems as soon as possible but no later than three (3) business days.

5.7. Workstation Security

Policies

- Partner Agency Super User is responsible for preventing degradation of the whole system resulting from viruses, intrusion, or other factors under the Agency's control.
- Partner Agency Super User is responsible for preventing inadvertent release of confidential client-specific information. Such release may come from physical or electronic or even visual access to the workstation, thus steps should be taken to prevent these modes of inappropriate access. Don't let someone read over your shoulder and lock your screen.
- Partner Agency must maintain a fixed Internet Protocol (IP) address.
- Recommended Internet Connection: DSL or Cable Modem, at least

128 kbits.

- Recommended Browser: Latest release of Internet Explorer version 5.5.
- Definition and communication of all procedures to all Partner Agency users for achieving proper Agency workstation configuration and for protecting their access by all Agency users to the wider system are the responsibility of the Partner Agency Super User.
- To help ensure the security of client data, Partner Agencies may not access or store HMIS data on a portable computer (e.g. lap top, etc.) or device (e.g. personal digital assistant, hand held computer, storage mediums, etc.). Accessing or transmitting HMIS data through a wireless network is prohibited.

Procedures

At a minimum, any workstation accessing the CTA Server shall have anti-virus software with current virus definitions (24 hours) and weekly full-system scans.

5.8. Training

Policies

- Partner Agency Executive Director shall obtain the commitment of Partner Agency Super User and designated staff persons to attend training(s) as specified in the Memorandum of Understanding (MOU) between Partner Agency and CTA.

Procedures

1. Start-up Training

CTA will provide training in the following areas prior to Partner Agency using Santa Cruz County HMIS:

- a. Agency Super User Training
- b. End User Training
- c. Confidentiality Training

2. Agency Super User Training

Training will be done in a group setting, where possible, to achieve the most efficient use of time and sharing of information between agencies. Training will include:

- d. New user set-up
- e. Assigning Partner Agency within Santa Cruz County HMIS hierarchy.
- f. End user training
- g. Running package reports
- h. Creating customized reports

3. On-going Training

CTA will provide regular training for the Partner Agency, as needed and as available. The areas covered will be:

- i. Agency Super User Training
- j. End User Training
- k. Confidentiality Training

Additional training classes will be scheduled as needed. Refer to the HMIS portal for the latest schedule of classes.

5.9. Compliance

Policies

- Compliance with these Policies and Procedures is mandatory for participation in the Santa Cruz County HMIS system.
- Using the ServicePoint software, all changes to client data are recorded and will be periodically and randomly audited for compliance by CTA and the Partner Agency.

Procedures

Violation of the Policies and Procedures

Violation of the policies and procedures contained within this document may have serious consequences.

1. Any deliberate action resulting in a breach of confidentiality or loss of data integrity will result in the withdrawal of system access for the offending individual.
2. Any unintentional action resulting in a breach of confidentiality or loss of data integrity may result in the withdrawal of system access for the offending individual.
 - a. The Partner Agency Super User may deactivate staff User IDs if a staff member breaches confidentiality or security.
 - b. The CTA System Administrator will deactivate all other User IDs if a non-staff member breaches confidentiality or security.
3. All such actions, either intentional or unintentional, will be referred to the Technology Committee for review and resolution.

Lack of Compliance with Project Participation (Refer to Section 5.1)

1. When the CTA System Administrator determines that a Partner Agency is in violation of the terms of the partnership, Executive Director of Partner Agency and CTA will work to resolve the conflict(s).
2. If Executive Director and CTA are unable to resolve conflict(s), the

Conflict Resolution Committee (CRC) will be called upon to resolve the conflict, which may involve a range of actions, including termination. Refer to Section 4, Roles and Responsibilities for the CRC procedure.

5.10 *Technical Support*

General

Requests for Technical Support may include the reporting of problems with the HMIS Software, requests for enhancements, or other general Technical Support. Technical Support for the HMIS Application will be based upon a three-tier support model.

- Tier 1 Support will be provided by the Partner Agency Super User.
- Tier 2 Support will be provided by the CTA Information Services Help Desk.
- Tier 3 Support will be provided by the CTA Systems Administrator.

Policies

Technical Support issues must be resolved utilizing the three-tier support model. Only the CTA System Administrator may directly contact the Software Vendor. Technical Support will always be provided as quickly and professionally as possible. Technical Support is recognized as an important component required for the success of an HMIS system.

Procedures

Tier 1 –Partner Agency Super User

When a need arises within a Partner Agency, all requests for Technical Support shall be directed to the Partner Agency Super User. Each individual Super User will decide how they will handle these requests.

Each Super User, relying on specially provided training, will attempt to resolve local problems. Only the Super User may escalate un-resolved issues to Tier 2 Support.

Tier 2 – CTA Information Services Help Desk

Un-resolved issues should be escalated to the CTA Information Services Help Desk. Only Partner Agency Super Users may call the Help Desk. The CTA Information Services Help Desk will provide Technical Support to the Partner Agency Super Users in the same manner they provide assistance to CTA. Only the CTA Information Services Help Desk may escalate un-resolved issues to Tier 3 Support. The CTA Services Help Desk is available Monday through Friday, 8am to 5pm, except County holidays.

The Partner Agency Super User will notify the CTA System Administrator

prior to any absence, which will cause a Super User designee to be substituted, for a limited period of time. Such notification will consist of the designee's name and contact information.

Tier 3 – CTA System Administrator

Technical Support issues that were not resolved by the Partner Agency Super User or the CTA Information Services Help Desk will be escalated to the CTA System Administrator. The CTA System Administrator will work directly with the Software Vendor and the Super User to resolve all Tier 3 Technical Support issues.

5.11.Changes to this and other Documents

Policies

- The HMIS Technology Committee of the HAP in conjunction with CTA, will guide the compilation and amendment of these Policies and Procedures.

Procedures

Changes to Policies & Procedures

1. Proposed changes may originate from any participant in the Santa Cruz County HMIS.
2. When proposed changes originate within a Partner Agency, they must be reviewed by the Partner Agency Executive Director, and then submitted by the Partner Agency Executive Director to the CTA Project Manager for review and discussion.
3. HMIS Project Manager will maintain a list of proposed changes.
4. The Technology Committee will discuss the list of proposed changes. This discussion may occur either at a meeting of the Technology Committee, or via email or conference call, according to the discretion and direction of the CTA Project Manager.
5. Results of said discussion will be communicated, along with the amended Policies and Procedures. The revised Policies and Procedures will be identified within the document by the date approved by the Technology Committee.
6. Partner Agencies Executive Directors shall acknowledge receipt and acceptance of the revised Policies and Procedures within 10 working days of delivery of the amended Policies and Procedures by notification in writing or email to CTA Project Manager. Partner Agency Executive Director shall also ensure circulation of the revised document within their agency and compliance with the revised Policies and Procedures.

6. OTHER OBLIGATIONS AND AGREEMENTS

The current HUD grant for Santa Cruz County HMIS provides support for one (1) year starting October 1, 2004. Therefore, CTA is committed to provide services to HUD funded programs in Santa Cruz County through September 30, 2005.

The current HUD grant for Santa Cruz County HMIS provides for a limited number of user licenses. While it may not be possible to meet every Agency's full requirements for licenses within the HUD grant to CTA, the CTA Project Manager will endeavor to ensure that every Agency participating will have their minimum requirements met from the HUD grant for the first year of the project. The HMIS Technology Committee will decide funding responsibilities for additional licenses at a future date.

7. FORMS CONTROL

All forms required by these procedures will be posted on the project Santa Cruz County HMIS portal.

Filing of Completed Forms

Description	Location	Responsibility
Memorandum of Understanding	CTA Project Office	CTA Project Manager
Partner Agency Super User Agreement	CTA Project Office	CTA Project Manager
Partner Agency User Agreement	Partner Agency	Partner Agency Super User
Client Informed Consent & Release of Information Authorization	Partner Agency	Partner Agency Staff
Standardized HMIS Data (Intake) Form	Partner Agency	Partner Agency Staff
Standardized HMIS Exit Form	Partner Agency	Partner Agency Staff

**Santa Cruz County Homeless Action Partnership
Baseline Privacy Notice for Homeless Organizations**

[Insert: Name of Organization]

Brief Summary

Effective Date: January 17, 2007

Version Number: 1

This notice describes the privacy policy of the *[Insert: Name of Homeless Agency]*. We may amend this policy at any time. We collect personal information only when appropriate. We may use or disclose your information to provide you with services. We may also use or disclose it to comply with legal and other obligations. We assume that you agree to allow us to collect information and to use or disclose it as described in this notice. You can inspect personal information about you that we maintain. You can also ask us to correct inaccurate or incomplete information. You can ask us about our privacy policy or practices. We respond to questions and complaints. Read the full notice for more details. Anyone can have a copy of the full notice upon request.

Santa Cruz County Homeless Action Partnership Baseline Privacy Notice for Homeless Organizations

Full Notice

Effective Date: 1/17/07

Version Number: 1

A. What This Notice Covers

1. This notice describes privacy policy and practices of [*Insert: Agency Name*].
2. The policy and practices in this notice cover the processing of protected personal information for our clients. All personal information that we maintain is covered by the policy and practices described in this privacy notice.
3. Protected Personal information (PPI) is any information we maintain about a client that:
 - a. allows identification of an individual directly or indirectly
 - b. can be manipulated by a reasonably foreseeable method to identify a specific individual,
or
 - c. can be linked with other available information to identify a specific client. When this notice refers to personal information, it means PPI.
4. We adopted this policy because of standards for Homeless Management Information Systems issued by the Department of Housing and Urban Development. We intend our policy and practices to be consistent with those standards. See 69 Federal Register 45888 (July 30, 2004).
5. This notice tells our clients, our staff, and others how we process personal information. We follow the policy and practices described in this notice.
6. We may amend this notice and change our policy or practices at any time. Amendments may affect personal information that we obtained before the effective date of the amendment.
7. We give a written copy of this privacy notice to any individual who asks.
8. We maintain a copy of this policy on our website at www._____.org

B. How and Why We Collect Personal Information

1. We collect personal information only when appropriate to provide services or for another specific purpose of our organization or when required by law. We may collect information for these purposes:
 - a. to provide or coordinate services to clients
 - b. to locate other programs that may be able to assist clients
 - c. for functions related to payment or reimbursement from others for services that we provide

- d. to operate our organization, including administrative functions such as legal, audits, personnel, oversight, and management functions
 - e. to comply with government reporting obligations
 - f. when required by law
 - g. for local and regional data analysis and reporting on homelessness.
2. We only use lawful and fair means to collect personal information.
 3. We normally collect personal information only with the knowledge and written consent of our clients. If you seek our assistance, sign a release of information authorization, and provide us with personal information, we assume that you consent to the collection of information as described in this notice.
 4. We may also get information about you from: (a) individuals who are with you, or (2) other public and private organizations that provide services and/or participate in HMIS.
 5. We post a sign at our intake desk or other location explaining the reasons we ask for personal information. The sign says:

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 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, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

C. How We Use and Disclose Personal Information

1. We use or disclose personal information for activities described in this part of the notice. We may or may not make any of these uses or disclosures with your information. If you seek our assistance, sign a release of information authorization, and provide us with personal information, we assume that you consent to the use or disclosure of your personal information for the purposes described here and for other uses and disclosures that we determine to be compatible with these uses or disclosures:
 - a. to **provide or coordinate services** to individuals. We share client records with other organizations that may have separate privacy policies and that may allow different uses and disclosures of the information.
 - b. for functions related to **payment or reimbursement for services**
 - c. to **carry out administrative functions** such as legal, audits, personnel, oversight, and management functions
 - d. to **create de-identified (anonymous) information** that can be used for research and statistical purposes without identifying clients, and for local and regional data analysis and reporting
 - e. when required by law to the extent that use or disclosure complies with and is limited to the requirements of the law
 - f. to avert a serious threat to health or safety if

- (1) we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public, **and**
 - (2) the use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat
- g. to report about an individual we reasonably believe to be a victim of abuse, neglect or domestic violence to a governmental authority (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect or domestic violence
- (1) under any of these circumstances:
 - (a) where the disclosure **is required** by law and the disclosure complies with and is limited to the requirements of the law
 - (b) if the individual agrees to the disclosure, **or**
 - (c) to the extent that the disclosure is **expressly authorized** by statute or regulation, **and**
 - (I) we believe the disclosure is necessary to prevent serious harm to the individual or other potential victims, **or**
 - (II) if the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PPI for which disclosure is sought **is not intended to be used against the individual** and that an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.

and

- (2) when we make a permitted disclosure about a victim of abuse, neglect or domestic violence, we will promptly inform the individual who is the victim that a disclosure has been or will be made, except if:
 - (a) we, in the exercise of professional judgment, believe informing the individual would place the individual at risk of serious harm, **or**
 - (b) we would be informing a personal representative (such as a family member or friend), and we reasonably believe the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as we determine in the exercise of professional judgment.
- h. for academic research purposes
- (1) conducted by an individual or institution that has a formal relationship with the CHO if the research is conducted either:
 - (a) by an individual employed by or affiliated with the organization for use in a research project conducted under a written research agreement approved in writing by a designated CHO program administrator (other than the individual conducting the research), or
 - (b) by an institution for use in a research project conducted under a written research agreement approved in writing by a designated CHO program administrator.

and

- (2) any written research agreement:
 - (a) must establish rules and limitations for the processing and security of PPI in the course of the research
 - (b) must provide for the return or proper disposal of all PPI at the conclusion of the research
 - (c) must restrict additional use or disclosure of PPI, except where required by law
 - (d) must require that the recipient of data formally agree to comply with all terms and conditions of the agreement, **and**
 - (e) is not a substitute for approval (if appropriate) of a research project by an Institutional Review Board, Privacy Board or other applicable human subjects protection institution.
- i. to a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct) under any of these circumstances:
 - (1) in response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena
 - (2) if the law enforcement official makes a **written request** for PPI that:
 - (a) is signed by a supervisory official of the law enforcement agency seeking the PPI
 - (b) states that the information is relevant and material to a legitimate law enforcement investigation
 - (c) identifies the PPI sought
 - (d) is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought, **and**
 - (e) states that de-identified information could not be used to accomplish the purpose of the disclosure.
 - (3) if we believe in good faith that the PPI constitutes **evidence of criminal conduct** that occurred on our premises
 - (4) in response to an oral request for the purpose of **identifying or locating a suspect, fugitive, material witness or missing person** and the PPI disclosed consists only of name, address, date of birth, place of birth, Social Security Number, and distinguishing physical characteristics, **or**
 - (5) if
 - (a) the official is an authorized federal official seeking PPI for the provision of protective services to the President or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C. 871 and 879 (threats against the President and others), and
 - (b) the information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought.

and

- j. to comply with government reporting obligations for homeless management information systems and for oversight of compliance with homeless management information system requirements.

2. Before we make any use or disclosure of your personal information that is not described here, we seek your consent first.

D. How to Inspect and Correct Personal Information

1. You may inspect and have a copy of your personal information that we maintain. We will offer to explain any information that you may not understand.
2. We will consider a request from you for correction of inaccurate or incomplete personal information that we maintain about you. If we agree that the information is inaccurate or incomplete, we may delete it or we may choose to mark it as inaccurate or incomplete and to supplement it with additional information.

To inspect, get a copy of, or ask for correction of your information, please make a written request to program staff who will then work with the Super User to pull that information.

3. We may deny your request for inspection or copying of personal information if:
 - a. the information was compiled in reasonable anticipation of litigation or comparable proceedings
 - b. the information is about another individual (other than a health care provider or homeless provider)
 - c. the information was obtained under a promise or confidentiality (other than a promise from a health care provider or homeless provider) and if the disclosure would reveal the source of the information, or
 - d. disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.
4. If we deny a request for access or correction, we will explain the reason for the denial. We will also include, as part of the personal information that we maintain, documentation of the request and the reason for the denial
5. We may reject repeated or harassing requests for access or correction.
6. When a request is accepted, you shall be given a print out of data relating to you within 10 working days.

E. Data Quality

1. We collect only personal information that is relevant to the purposes for which we plan to use it. To the extent necessary for those purposes, we seek to maintain only personal information that is accurate, complete, and timely.

2. We are developing and implementing a plan to dispose of personal information not in current use seven years after the information was created or last changed. As an alternative to disposal, we may choose to remove identifiers from the information.
3. We may keep information for a longer period if required to do so by statute, regulation, contract, or other requirement.

F. Complaints and Accountability

1. We accept and consider questions or complaints about our privacy and security policies and practices. Complaints specific to HMIS will be forwarded to the Super User and Executive Director. If no resolution can be found, the complaint will then go to HMIS Project and Systems Administration staff at the County of Santa Cruz Human Resources Agency. If no resolution can still be found, final arbitration of the conflict will be handled by a Conflict Resolution Committee composed of representatives from the County of Santa Cruz, City of Santa Cruz, and City of Watsonville.
2. All members of our staff (including employees, volunteers, affiliates, contractors and associates) are required to comply with this privacy notice. Each staff member must receive and acknowledge receipt of a copy of this privacy notice.

G. Privacy Notice Change History

1. **Version 1. January 17, 2007. Initial Policy**
2. **Version 2. September 16, 2009 Change of Lead Agency Name**