HOMELESS RESOURCE COUNCIL OF THE SIERRAS

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HMIS POLICIES AND PROCEDURES MANUAL

October 2024

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HMIS LEAD AGENCY CONTACT INFORMATION

Homeless Resource Council of the Sierras (HRCS)

HRCS is a 501(C)3 nonprofit and serves as the "collaborative applicant" and administrative entity for the Roseville, Rocklin/Placer County CA-515 and Nevada County CA-531 Continuums of Care. It is governed by a seven-member board with representation from each of the continuums of care. Board meetings are held monthly on the second Wednesday.

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INTRODUCTION

This document provides the framework for the ongoing operations of the Homeless Resource Council of the Sierras' (HRCS) Homeless Management Information System (HMIS). It outlines the specific policies and procedures necessary to meet compliance and to maintain a successful HMIS. This document serves to provide the main objectives and benefits of HMIS, including operating procedures, roles and responsibilities, and accountability.

HMIS OVERVIEW

Definition of Homeless Management Information System

An HMIS is a locally administered electronic data collection tool used to record and store client-level information of people experiencing homelessness.

HMIS is essential for efforts to coordinate client services and inform community planning and public policy. Analysis of information gathered through HMIS provides an understanding of the size, characteristics, and needs of people experiencing homelessness within the HRCS jurisdiction. It allows for multiple agencies to collaborate and streamline services for people experiencing homelessness, with the goal of housing people as soon as possible and providing services for maintaining that housing.

HUD HMIS Requirement

Since 2004, the Department of Housing and Urban Development (HUD) has required recipients of Continuum of Care (CoC) funds to collect electronic data on their clients who are experiencing homelessness in HMIS. HUD published HMIS Data and Technical Standards in the Federal Register in 2004 and amends the HMIS Data Standards on a regular basis.

Homeless Resource Council of the Sierras': HMIS Lead Agency

HRCS is the HMIS Lead Agency. HRCS will designate an HMIS Administrator to both assure the quality of data entered in the database and to support general usage by all providers using the system. The HMIS Administrator is also responsible for structural changes to the database to capture information, for developing necessary reports, and for overseeing privacy and security policies. The HMIS Administrator reports to HRCS who is responsible for approving all policy decisions made by the CoC.

HRCS has selected WellSky Community Services software to serve as the HMIS. Each Contributing HMIS Organization (CHO) has its own agency and project sites within the software. Community Services serves as a web-based direct data entry portal for organizations to use as their data management system. Community Services also serves as a data warehouse for HRCS, enabling participating agencies to upload data to the data warehouse, so long as those systems meet all applicable HUD and CoC HMIS requirements as outlined in these policies and procedures.

Community Services meets all Health Insurance Portability and Accountability Act (HIPAA) standards for security, privacy and confidentiality.

Contributing HMIS Organizations (CHOs)

All HRCS recipients of grants from programs authorized by Title IV of the McKinney-Vento Act are required to contribute data to HMIS, with the exception of victim service providers and providers of legal services. In addition, all other CoC agencies that provide shelter, housing and services to people experiencing homelessness will enter data into HMIS.

An agency that participates in HMIS, referred to as a CHO, must execute an HMIS Participation Agreement (Attachment 5) to abide by the policies and procedures outlined in this document. CHOs oversee and are responsible for their client level data, including the integrity and security of that data, and assume the liability for any misuse of the system by agency staff. CHOs are responsible for ensuring that their agency users comply with the policies and procedures outlined in this manual.

Governance

HRCS adopted an HMIS Governance Agreement in September 2013, which defines the roles and responsibilities of the CoC, the HMIS Lead Agency, CHOs, and the HMIS Administrator. These HMIS policies and procedures incorporate the terms of the HMIS Governance Agreement.

HMIS relies on the following governing principles:

- Confidentiality: The rights and privileges of clients are critical to the success of HMIS> Collection, access, and disclosure of client data through HMIS is outlined in these policies and procedures.
- Data Integrity: These policies are designed to protect information from accidental or intentional unauthorized modification, destruction, or disclosure. Accurate information puts

HRCS in a better position to request future funding.

- Compliance: Compliance is necessary to ensure data integrity and must be taken seriously. Compliance is outlined in these policies and procedures and will be enforced if needed.

Policy Review and Amendment

HRCS' HMIS policies and procedures must comply with HUD regulations and/or technological changes. In collaboration with HRCS, the HMIS Administrator will review the policies and procedures annually and at the time of any change to the system management process, the data warehouse software, the methods of data exchange, or any HMIS data or technical requirements issued by HUD and the State of California

In the event that changes are required to the HMIS policies and procedures, the HMIS Administrator will develop recommendations to HRCS for review, modification, and approval. The HMIS Administrator will modify practices, documentation, and training material to be consistent with the revised policies and procedures within six months of approval.

Privacy, Security and Data Quality Plans

The HMIS Administrator, in consultation with HRCS, is responsible for creation and updating of the Privacy Policy (Attachment 1), HMIS Security Plan (Attachment 2) and the Data Quality Management Plan (DQMP) (Attachment 3) which conform to HUD requirements. These plans are incorporated into these policies and procedures; and must be complied with by the HMIS Admin and all CHOs.

PARTICIPATION IN HMIS

Contribution of Data

Data is contributed directly into HMIS. CHOs are provided web-based log-in information with which to access the system. All contributors are subject to all relevant HRCS' HMIS policies and procedures.

Participation Agreement

All CHOs that participate in HMIS must sign and agree to abide by the terms of the HMIS Participation Agreement, the contract between the CHO and HRCS. The HMIS Administrator will maintain files for all CHOs. CHO files will include, but are not limited to, the HMIS Participation Agreement (Attachment 5), and End User Agreements (Attachment 4), the HMIS CHO Security Certification (Attachment 6), the Security Officer Declaration (Attachment 7), and any other documents pertaining to the CHO's participation in the HMIS.

CHO HMIS Site Manager

Each CHO must designate a single agency representative to act as the CHO's HMIS Site Manager. CHO HMIS Site Managers are responsible for the following:

- Communicate personnel for HMIS users to HMIS Administrator;
- Act as the first tier of support for agency HMIS users;
- Act as the liaison or contact between the agency and HMIS Administrator;
- Ensure that the agency adheres to client privacy, confidentiality, and security policies;
- Maintain compliance with technical requirements for participation;
- Enforce data collection, entry, and quality standards;
- Attend any required meetings

Technological Requirements for Participation

All computers accessing HMIS on behalf of the CHO must meet the minimum system requirements as outlined in the HMIS Security Plan (Attachment 2) .

Prior to granting user access, the CHO HMIS Site Manager will assess the operational security of the user's workstation.

CHO Profiles in HMIS

Each agency must be set up in HMIS, with profiles that define the projects and services the agency offers, prior to HMIS use and data entry. CHOs should contact the HMIS Administrator for agency set up and complete and submit the forms listed above in the Participation Agreement section. CHO Profiles will be reviewed by the HMIS Administrator and updated as needed on an annual basis.

Authorization of HMIS Users; Access to HMIS

Only authorized individuals who have completed the HMIS new user entry training and have signed and submitted the HRCS HMIS End User Agreement (Attachment 4) will be assigned an HMIS license and provided a username and password to access HMIS.

The HMIS Administrator will provide each new HMIS User with a unique username and password. The HMIS User must change the password the first time they log into the system.

If Community Services moves to use of a multi-factor authentication (MFA), the HMIS User will be given the information they need to access HMIS.

Training

All new HMIS Users must receive training prior to receiving their username and password. Training will include security, privacy, data standards, and data entry. The training is scheduled as needed to accommodate new users and agencies.

All HMIS Users are required to attend an annual training to review all security, privacy, data standards, and data entry protocols. The Annual Training will be scheduled each September or October. Attendance in the Annual Training is considered when renewing HMIS licenses in November of each year.

Ongoing trainings for HMIS Users are provided as needed as refreshers on HMIS data entry requirements as well as specific topics such as referrals, households, or specific program type requirements.

ReportWriter training is provided by the HMIS Administrator on an as needed basis.

BusinessObjects training may be scheduled with the HMIS Administrator. If advance training is needed, this may be at the expense of the CHO and will be administered by Community Services.

HRCS HMIS End User Agreements

HRCS HMIS End User Agreement (Attachment 4) must be signed and kept for all CHO personnel or volunteers who will access HMIS data on behalf of the CHO. CHOs must store copies of all HRCS HMIS End User Agreement for at least five (5) years. CHOs should never dispose of their copy of the HRCS HMIS End User Agreement upon revoking an individual's authorization or in terminating an individual's employment.

CHO Site Managers must forward the signed HRCS HMIS End User Agreement to the HMIS Administrator.

Removing Authorized Personnel

The HMIS Administrator must be notified by the CHO HMIS Site Manager by phone or email within one business day when an individual is no longer authorized to access HMIS on the CHOs.

Upon receipt of the request, the HMIS Administrator will immediately deactivate the individuals' HMIS user account.

DATA COLLECTION AND DATA QUALITY

Collection of Data on Participants and Non-Participants

CHOs should collect data from households and individuals who are homeless or at risk of becoming homeless and are accessing services from their agency. CHOs may also choose to collect data for HMIS on individuals or households that make contact with the agency but are not able to receive services from the agency. Information must be collected separately for each household member, and all household member data must be entered into HMIS.

Required Data Elements

The HUD HMIS Data Standards outline three categories of required data elements. Two of these categories are at the client level and the third, Project Descriptor, is at the project level. Some of the data elements may be required by other federal, state, or local regulations.

HUD Universal Data Elements:

The current HUD HMIS Data Standards Universal Data Elements (UDEs) are to be collected from all clients served by all homeless assistance projects reporting to the HMIS.

HUD Project Specific Data Elements:

Project Specific Data Elements (PSDEs), as defined in the HMIS Data Standards, are data elements that are required for projects receiving certain types of funding but are optional for other projects. However, all projects are encouraged to collect the PSDEs to contribute to the CoC overall data and to foster collaboration. Refer to the current HMIS Data Standards for a complete list of Project Specific Data Elements.

Project specific data elements are necessary to complete some reports within HMIS. . Refer to the HMIS Standard Reporting Terminology Glossary for specific reporting requirements.

Project Descriptor Data Elements

The Project Descriptor Data Elements (PDDEs) are required of all projects in a Continuum of Care and provide descriptive information about CHO and their projects. The HMIS Administrator collects PDDEs and updates these elements on all projects annually. Refer to the current HMIS Data Dictionary for a list of Project Descriptor Data Elements.

For CA state funding refer to the AB977 HMIS Project Setup Instructions.

HMIS Data Collection Standards and Assessments

Timeliness and Project Entry and Exit Dates

Agencies may choose to enter data directly into the HMIS or to collect client level data on paper prior to entering into HMIS. All assessments and services must be entered into HMIS within 72 hours. The data collected and entered must be consistent with the data provided by the client.

IMPORTANT: Data entry and exit dates in HMIS must reflect the actual dates that the client entered and exited the project, not the date of data entry.

Intake, Assessment and Exit Forms

There are templates of forms that may be adopted or adapted by CHOs for data collection including, but not limited to: HRCS HMIS Entry Forms (Attachments 8 and 9), HRCS HMIS Update Forms (Attachment 10), and HRCS HMIS Exit Forms (Attachment 11). If information is collected on a household, that information must be collected on each member of the household.

Client Intake and Initial Assessment

Client Intake is the process of collecting and then entering new client data or updating existing information for a client who is already in HMIS. Every CHO should enter and/or update the Universal Data Elements for all household members upon intake. CHOs that collect assessment data must

also collect this on each household member at project entry/intake. Where a client already has a record in HMIS, client intake requires updating all applicable client information as of the intake date.

Interim/Update Assessments

Ongoing assessments and updating of client information enables the project and the CoC to assess progress toward housing stability, increased income, and increased access to mainstream benefits. CoC projects must complete annual assessments for all clients at least once per year within 30 days of the clients' anniversary date into the project. Emergency Solutions Grant projects must complete interim/update assessments for all clients when information changes AND at least every 3 months for Homelessness Prevention AND at least annually for Rapid Rehousing. As new funding is available, each may have different requirements for interim updates. All other projects entering data into the HMIS must complete an update whenever there is a change in client information (e.g. Increased Income, change in household composition, etc.).

Project Exit Assessment

The Exit Assessment provides information on the client's status at exit, as well as the client's housing destination. An exit assessment must be completed for all exiting clients.

Data Quality

The value of HMIS depends on the quality of the data entered into the project. All projects must strive to provide the most accurate and consistent data as is possible. All CHOs must comply with standards set forth in the HRCS' HMIS Data Quality Management Plan (DQMP) (Attachment 3), which are attached to these policies and procedures.

COMPLIANCE, TECHNICAL ASSISTANCE, & SANCTIONS

The goal of HRCS and the HMIS Administrator is to ensure that all CHOs are in compliance with all requirements and are using HMIS to improve services to clients.

Compliance and Technical Assistance

CHOs are required to comply with these policies and procedures, and with the CoC's HMIS Privacy Policy (Attachment 1), HMIS Security Plan (Attachment 2), and Data Quality Management Plans (DQMP) (Attachment 3). Where CHOs have difficulty achieving compliance, the HMIS Administrator will provide technical assistance. The CHO may request technical assistance, or the HMIS Administrator may offer it.

CHOs are subject to annual HMIS monitoring. Where compliance issues are identified through monitoring or become apparent between monitoring, the HMIS Administrator will request that the CHO provide a plan for coming into compliance, and the HMIS Administrator will monitor progress toward meeting requirements of the plan.

Availability of Sanctions

In the event of violations of privacy or confidentiality standards, or ongoing failure to meet data quality standards, sanctions may be warranted.

- Potential sanctions include the following:
    - Required to retake a training course;
    - Suspending or terminating a CHOs access to HMIS;
    - Suspending or terminating HMIS User access to HMIS;
    - Mandatory training prior to reinstatement to HMIS.

Sanctions Procedure

Sanctions may only be imposed by HRCS. An initial recommendation that sanctions be imposed is generated by the HMIS Administrator and is presented to the HRCS Board regarding specific sanctions to be imposed. The HRCS Board may impose the recommended sanction, or a different sanction that it believes is appropriate.

Sanctions Separate from Project Review for Renewal

Each CHO's record of compliance with the policies and procedures set forth in this manual and the level of data quality achieved will be reported to the DEC/HMIS Committee, which may take these factors into consideration in determining which projects will be submitted for renewal, and which agencies may be permitted to apply for new project funding. Decisions of the DEC/HMIS Committee are separate and distinct from decisions concerning imposition of sanctions.

Homeless Resource Council of the Sierras' HMIS PRIVACY POLICY

This Policy describes standards for the privacy of personal information collected and stored in the Homeless Sierra Council of the Sierras (HRCS)'s Homeless Management Information System (HMIS), as well as personal information collected for the Coordinated Entry System (CES). The standards seek to protect the confidentiality of personal information while allowing for reasonable, responsible, and limited uses and disclosures of data. This Privacy Policy (hereinafter referred to as "Policy") is based on principles of fair information practices recognized by the information privacy and technology communities.

This Policy defines the privacy standards that will be required of any organization affiliated with HRCS that records, uses, or processes personally identifiable information (PII) on clients at-risk of or experiencing homelessness for HRCS's HMIS or Coordinated Entry. Organizations must also comply with federal, state, and local laws that require additional confidentiality protections, where applicable.

This Policy recognizes the broad diversity of organizations that participate in HRCS's HMIS and/or Coordinated Entry, and the different programmatic and organizational realities that may demand a higher standard for some activities. Some organizations (e.g., such as those serving victims of domestic violence) may choose to implement higher levels of privacy standards because of the nature of the clients they serve and/or service provision. Others (e.g., large emergency shelters) may find higher standards overly burdensome or impractical. At a minimum, however, all organizations must meet the privacy standards described in this Policy. This approach provides a uniform floor of protection for clients at-risk of or experiencing homelessness with the possibility of additional protections for organizations with additional needs or capacities.

The following sections discuss HRCS's HMIS and Coordinated Entry privacy standards.

I. *HRCS's HMIS and Coordinated Entry Privacy Standards: Definitions and Scope*

a. Definition of Terms

i. *Personally Identifiable Information (PII):* Any information maintained by or for a Covered Homeless Organization about a client at-risk of or experiencing homelessness 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.

ii. *Covered Homeless Organization (CHO):* Any organization (including its employees, volunteers, affiliates, contractors, and associates) that records,

uses, or processes PII on clients at-risk of or experiencing homelessness for an HMIS or CES. This definition includes both organizations that have direct access to HRCS's HMIS and/or Coordinated Entry, as well as those organizations that do not but do record, use, or process PII.

iii. *Processing:* Any operation or set of operations performed on PII, whether or not by automated means, including but not limited to collection, maintenance, use, disclosure, transmission, and destruction of the information.

iv. *HMIS and Coordinated Entry Uses and Disclosures:* The uses and disclosures of PII that are allowed by this Policy.

v. *Uses and Disclosures:* Uses are those activities internal to any given CHO that involves interaction with PII, whereas disclosures are those activities in which a CHO shares PII externally.

II. ***Applying HRCS's HMIS and Coordinated Entry Privacy Policy***

This Policy applies to any homeless assistance organization that records, uses, or processes personally identifiable information (PII) for HRCS's HMIS or Coordinated Entry. A provider that meets this definition is referred to as a covered homeless organization (CHO). All PII maintained by a CHO is subject to these standards.

Any CHO that is covered under the Health Insurance Portability and Accountability Act (HIPAA) is not required to comply with this Policy if the CHO determines that a substantial portion of its PII about clients at risk of or experiencing homelessness is protected health information as defined in the HIPAA rules. Exempting HIPAA-covered entities from this Policy avoids all possible conflicts between the two sets of rules.

This Policy gives precedence to the HIPAA privacy and security rules because:

1) The HIPAA rules are more finely attuned to the requirements of the health care system;

2) The HIPAA rules provide important privacy and security protections for protected health information; and

3) Requiring a homeless provider to comply with or reconcile two sets of rules would be an unreasonable burden.

It is possible that part of a homeless organization's operations may be covered by this Policy while another part is covered by the HIPAA standards. A CHO that, because of organizational structure, legal requirement, or other reason, maintains personal information about a client at-risk of or experiencing homelessness that does not fall under this Policy (e.g., the information is subject to the HIPAA health privacy rule) must describe that information in its

privacy notice and explain the reason the information is not covered. The purpose of the disclosure requirement is to avoid giving the impression that all personal information will be protected under this Policy if other standards or if no standards apply.

III. Allowable HMIS and Coordinated Entry Uses and Disclosures of Personally Identifiable Information (PII)

Client consent for any uses and disclosures defined in this section is assumed when organizations follow HUD HMIS Standards for notifying clients of privacy policies.

A CHO may use or disclose PII from HRCS's HMIS and/or Coordinated Entry under the following circumstances:

1) To provide or coordinate services for an individual
2) For functions related to payment or reimbursement for services;
3) To carry out administrative functions, including but not limited to legal, audit, personnel, oversight and management functions; or
4) For creating deidentified PII.

CHOs, like other institutions that maintain personal information about individuals, have obligations that may transcend the privacy interests of clients. The following additional uses and disclosures recognize those obligations to use or share personal information by balancing competing interests in a responsible and limited way. Under this Policy, these additional uses and disclosures are permissive and not mandatory (except for first party access to information and any required disclosures for oversight of compliance with this Policy). However, nothing in this Policy modifies an obligation under applicable law to use or disclose personal information.

Uses and disclosures required by law. A CHO may use or disclose PII when required by law to the extent that the use or disclosure complies with and is limited to the requirements of the law.

Uses and disclosures to avert a serious threat to health or safety. A CHO may, consistent with applicable law and standards of ethical conduct, use or disclose PII if:

1) The CHO, in good faith, believes 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.

Uses and disclosures about victims of abuse, neglect or domestic violence. A CHO may disclose PII about an individual whom the CHO reasonably believes to be a victim of abuse, neglect or domestic violence to a government authority (including a social service or protective services organization) authorized by law to receive reports of abuse, neglect or domestic violence under the following circumstances:

1) Where the disclosure is required by law and the disclosure complies with and is limited to the requirements of the law;

2) If the individual agrees to the disclosure; or

3) To the extent that the disclosure is expressly authorized by statute or regulation; and the CHO believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or 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 PII 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.

A CHO that makes a permitted disclosure about victims of abuse, neglect or domestic violence must promptly inform the individual that a disclosure has been or will be made, except if:

1) The CHO, in the exercise of professional judgment, believes informing the individual would place the individual at risk of serious harm; or

2) The CHO would be informing a personal representative (such as a family member or friend), and the CHO reasonably believes 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 determined by the CHO, in the exercise of professional judgment.

Uses and disclosures for academic research purposes. A CHO may use or disclose PII for academic research conducted by an individual or institution that has a formal relationship with the CHO if the research is conducted either:

- 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 program administrator (other than the individual conducting the research) designated by the CHO; or

- By an institution for use in a research project conducted under a written research agreement approved in writing by a program administrator designated by the CHO.

A written research agreement must:

1) Establish rules and limitations for the processing and security of PII in the course of the research;
2) Provide for the return or proper disposal of all PII at the conclusion of the research;
3) Restrict additional use or disclosure of PII, except where required by law; and
4) Require that the recipient of data formally agree to comply with all terms and conditions of the agreement.

A written research agreement is not a substitute for approval of a research project by an Institutional Review Board, Privacy Board, or other applicable human subjects protection institution.

Disclosures for law enforcement purposes. A CHO may, consistent with applicable law and standards of ethical conduct, disclose PII for a law enforcement purpose to a law enforcement official under any of the following circumstances:

- In response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena;
- If the law enforcement official makes a written request for protected personal information that:
    - Is signed by a supervisory official of the law enforcement organization seeking the PII;
    - States that the information is relevant and material to a legitimate law enforcement investigation;
    - Identifies the PII sought;
    - Is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and
    - States that de-identified information could not be used to accomplish the purpose of the disclosure.
- If the CHO believes in good faith that the PII constitutes evidence of criminal conduct that occurred on the premises of the CHO;

- In response to a verbal request for the purpose of identifying or locating a suspect, fugitive, material witness or missing person and the PII disclosed consists only of name, address, date of birth, place of birth, Social Security Number, and distinguishing physical characteristics; or
- If the official is an authorized federal official seeking PII 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 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.

IV. Privacy Requirements

All CHOs involved with HRCSs HMIS and/or Coordinated Entry must comply with the privacy requirements described in this Notice with respect to:

1) Data collection limitations;
2) Data quality;
3) Purpose and use limitations;
4) Openness;
5) Access and correction; and
6) Accountability.

A CHO must comply with federal, state, and local laws that require additional confidentiality protections. All additional protections must be described in the CHO's privacy notice. A CHO must comply with all privacy protections in this Notice and with all additional privacy protections included in its privacy notice, where applicable.

A CHO may maintain a common data storage medium with another organization (including but not limited to another CHO) that includes the sharing of PII. When PII is shared between organizations, responsibilities for privacy may reasonably be allocated between the organizations. Organizations sharing a common data storage medium and PII may adopt differing privacy policies as they deem appropriate, administratively feasible, and consistent with this Policy, which allows for the de-duplication of clients at-risk of or experiencing homelessness at HRCS's level.

V. Collection Limitation

A CHO may collect PII only when appropriate to the purposes for which the information is

obtained or when required by law. A CHO must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. A CHO must post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting this information (HRCS's Consumer Notice). Consent of the individual for data collection may be assumed when HRCS's Consumer Notice is properly displayed according to this Policy.

VI. Data Quality

PII collected by a CHO must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, PII should be accurate, complete, and timely. A CHO must develop and implement a plan to dispose of, or 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).

VII. Purpose Specification and Use Limitation

A CHO may use or disclose PII only if the use or disclosure is allowed by this Policy. A CHO may assume consent for all uses and disclosures specified in this Policy and for uses and disclosures determined by the CHO to be compatible with those specified in this Policy. This Policy limits the disclosure of PII to the minimum necessary to accomplish the purpose of the disclosure. Uses and disclosures not specified in this Notice can be made only with the consent of the client or when required by law.

A CHO processing PII for the purposes of HRCS's HMIS and/or Coordinated Entry will agree to additional restrictions on the use or disclosure of the client's PII at the request of the client, where it is reasonable to do so. This can include, but is not limited to, the following additional restrictions:

1) Entering client PII into HRCS's HMIS so that it is not shared with any other CHO; or
2) Using de-identified client information when coordinating services through Coordinated Entry.

A CHO, in the exercise of professional judgment, will communicate with a client who has requested additional restrictions, when it is reasonable to agree to these and alternatives in situations where it is not reasonable.

VIII. Openness

A CHO must adhere to this Policy describing its practices for the processing of PII and must provide a copy of this Policy to any individual upon request. If a CHO maintains a public web page, the CHO must post the current version of this Policy on the web page. A CHO must post HRCS's Consumer Notice stating the availability of this Policy to any individual who requests a copy.

This Policy may be amended at any time and amendments may affect PII obtained by a CHO before the date of the change. An amendment to this Policy regarding use or disclosure will be effective with respect to information processed before the amendment, unless otherwise stated.

CHOs are obligated to provide reasonable accommodations for persons with disabilities throughout the data collection process. This may include but is not limited to, providing qualified sign language interpreters, readers or materials in accessible formats such as Braille, audio, or large type, as needed by the individual with a disability. See 24 CFR 8.6; 28 CFR 36.303. Note: This obligation does not apply to CHOs who do not receive federal financial assistance and who are also exempt from the requirements of Title III of the Americans with Disabilities Act because they qualify as ‘‘religious entities’’ under that Act.

In addition, CHOs that are recipients of federal financial assistance shall provide required information in languages other than English that are common in the community, if speakers of these languages are found in significant numbers and come into frequent contact with the program. *See HUD Limited English Proficiency Recipient Guidance* published on December 18, 2003 (68 FR 70968).

IX. Access and Correction

In general, a CHO must allow an individual to inspect and to have a copy of any PII about the individual. A CHO must offer to explain any information that the individual may not understand. A CHO must consider any request by an individual for correction of inaccurate or incomplete PII pertaining to the individual. A CHO is not required to remove any information but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

A CHO may reserve the ability to rely on the following reasons for denying an individual inspection or copying of the individual’s PII:

1) Information compiled in reasonable anticipation of litigation or comparable proceedings;

2) Information about another individual (other than a health care or homeless provider);

3) Information obtained under a promise of confidentiality (other than a promise from a health care or homeless provider) if disclosure would reveal the source of the information; or

4) Information, the disclosure of which would be reasonably likely to endanger the life or physical safety of any individual.

A CHO can reject repeated or harassing requests for access or correction. A CHO that denies

an individual's request for access or correction must explain the reason for the denial to the individual and must include documentation of the request and the reason for the denial as part of the PII about the individual.

X. Accountability

A CHO must establish a procedure for accepting and considering questions or complaints about this Policy. A CHO must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign a confidentiality agreement that acknowledges receipt of a copy of this Policy and that pledges to comply with this Policy.

Homeless Resource Council of the Sierras' HMIS SECURITY PLAN

Security Officers

The Homeless Resource Council of the Sierras (HRCS)' Homeless Management Information System (HMIS) Lead Agency (herein referred to as the HMIS Lead Agency), has designated an HMIS Security Officer whose duties include:

- Review of the Security Plan annually and at the time of any change to the security management process, the data warehouse software, the methods of data exchange, and any HMIS data or technical requirements issued by HUD. In the event that changes are required to the HMIS Security Plan, the Security Officer will work with the HMIS for review, modification, and approval.
- Confirmation that the HMIS Lead Agency adheres to the Security Plan.
- Response to any security questions, requests, or security breaches to the Homeless Resource Council of the Sierras' HMIS and communication of security-related HMIS information to CHOs.

Each Contributing HMIS Organization must also designate a CHO Security Officer whose duties include:

- Confirmation that the CHO adheres to the Security Plan.
- Communication of any security questions, requests, or security breaches to the Homeless Resource Council of the Sierras' HMIS Security Officer, and security-related HMIS information relayed from the Homeless Resource Council of the Sierras' HMIS System Administrator to the CHO's end users.
- Participate in security training offered by The HMIS Lead Agency.

Annual Security Certification

The HMIS Lead Agency and each CHO must complete an annual security review to ensure the implementation of the security requirements for the HMIS. This security review must include completion of a security checklist ensuring that each of the security standards is implemented in accordance with the HMIS security plan. Each CHO Security Officer must complete the CHO Security Certification each January using the attached form and submit the completed form to the HMIS Security Officer no later than February 15 of each year.

Security awareness training and follow-up

All users must receive security training prior to being given access to the HMIS. The HMIS Lead Agency shall provide security training no less than once per year.

Reporting security incidents

The HMIS Lead has created the following policy and chain of communication for reporting and responding to security incidents.

Security Incidents

All HMIS users are obligated to report to their agency HMIS Security Officer suspected instances of noncompliance with policies and procedures that may leave HMIS data vulnerable to intrusion. Each CHO is responsible for reporting any security incidents involving the real or potential intrusion of the Homeless Resource Council of the Sierras' HMIS to HMIS Lead Agency. HMIS Lead Agency is responsible for reporting any security incidents involving the real or potential intrusion of the Homeless Resource Council of the Sierras' HMIS to the Homeless Resource Council of the Sierras Board.

Reporting Threshold

HMIS users must report any incident in which unauthorized use or disclosure of Protected Personal Information (PPI) has occurred and any incident in which PPI may have been used in a manner inconsistent with the HMIS Privacy or Security Policies. Security breaches that have the possibility to impact the Homeless Resource Council of the Sierras' HMIS must be reported to the HMIS System Administrator.

Reporting Process

HMIS users will report security violations to their CHO Security Officer. The CHO Security Officer will report violations to HMIS Security Officer. Any security breaches identified by Bowman Systems, LLC will be communicated to HMIS Security Officer. The HMIS Security Officer will review the violation with the HMIS Administrator. The HMIS Administrator will recommend corrective and disciplinary actions to the HMIS Committee and the Homeless Council of the Sierras Board, as appropriate. Each CHO will maintain and follow procedures related to internal reporting of security incidents.

Audit Controls

Bowman Systems, LLC maintains an accessible audit trail within ServicePoint that allows the Homeless Resource Council of the Sierras' HMIS System Administrator to monitor user activity and examine data access for specified users. The Homeless Resource Council of the Sierras' HMIS Administrator will monitor audit reports for any apparent security breaches or behavior inconsistent with the Privacy Policy outlined in the policies and procedures.

System Security

Each CHO must apply system security provisions to all the systems where personal protected information is stored, including, but not limited to, a CHO's networks, desktops, laptops, mini-computers, mainframes and servers.

User Authentication

A CHO must secure HMIS systems with, at a minimum, a user authentication system consisting of a username and a password. Passwords must be at least eight characters long and meet reasonable industry standard requirements.

Using default passwords on initial entry into the HMIS application is allowed so long as the application requires that the default password be changed on first use. Written information specifically pertaining to user access (e.g., username and password) may not be stored or displayed in any publicly accessible location. Individual users must not be able to log on to ServicePoint from more than one workstation or location at a time.

Virus Protection

A CHO must protect HMIS systems from viruses by using commercially available virus protection software. Virus protection must include automated scanning of files as they are accessed by users on the system where the HMIS application is housed. A CHO must regularly update virus definitions from the software vendor.

Firewalls

A CHO must protect HMIS systems from malicious intrusion behind a secure firewall. Each individual workstation does not need its own firewall, as long as there is a firewall between that workstation and any systems, including the Internet and other computer networks, located outside of the organization. For example, a workstation that accesses the Internet through a modem would need its own firewall. A workstation that accesses the Internet through a central server would not need a firewall as long as the server has a firewall.

Physical Access to Systems with Access to HMIS Data

A CHO must staff computers stationed in public areas that are used to collect and store HMIS data at all times. When workstations are not in use and staff is not present, steps should be taken to ensure that computers and data are secure and not usable by unauthorized individuals. After a short amount of time, workstations should automatically turn on a password protected screen saver when the workstation is temporarily not in use. If staff from a CHO will be gone for an extended period of time, staff should log off the data entry system and shut down the computer.

Hard Copy Security

A CHO must secure any paper or other hard copy containing personal protected information that is either generated by or for HMIS, including, but not limited to reports, data entry forms and signed consent forms. A CHO must supervise at all times any paper or other hard copy generated by or for HMIS that contains PPI when the hard copy is in a public area. When CHO staff is not present, the information must be secured in areas that are not publicly accessible.

Hard copies of data stored or intended to be stored in HMIS, regardless of whether the data has yet been entered into HMIS, will be treated in the following manner:

1. Records shall be kept in individual locked files or in rooms that are locked when not in use.
2. When in use, records shall be maintained in such a manner as to prevent exposure of PPI to anyone other than the user directly utilizing the record.
3. Employees shall not remove records or other information from their places of business without permission from appropriate supervisory staff unless the employee is performing a function which requires the use of such records outside of the CHO's place of business and where return of the records by the close of business of would result in the undue burden on staff.
4. When staff remove records from their places of business, the records shall be maintained in a secure location and staff must not re-disclose the PPI contained in those records except as permitted by these policies and procedures.
5. Faxes or other printed documents containing PPI shall not be left unattended.
6. Fax machines and printers shall be kept in secure areas.
7. When faxing PPI, the recipients should be called in advance to ensure the fax is properly managed upon receipt.
8. When finished faxing, copying or printing all documents containing PPI should be removed from the machines promptly.

Database Integrity

The CHO must not intentionally cause corruption of the Homeless Resource Council of the Sierras' HMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of HMIS licenses held by the CHO, and suspension of continued access to the Homeless Resource Council of the Sierras' HMIS by the CHO.

The HMIS Lead will investigate all potential violations of any security protocols. Any user found to be in violation of security protocols will be subject to sanctions, as described in the HMIS Policies

and Procedures Manual. Individual users may be subject to disciplinary action by the employer CHO.

Disaster Recovery

Homeless Resource Council of the Sierras' HMIS data is stored by Bowman Systems, LLC in secure and protected off-site locations with duplicate back-up. In the event of disaster, the HMIS System Administrator will coordinate with Bowman Systems, LLC to ensure the HMIS is functional and that data is restored. The HMIS Lead Agency will communicate to CHOs when data becomes accessible following a disaster.

Contracts and other arrangements

The HMIS Lead shall retain copies of all contracts and agreements executed as part of the administration and management of the HMIS or required to comply with HUD requirements for a minimum of seven-years.

Homeless Resource Council of the Sierras' HMIS DATA QUALITY MANAGEMENT PLAN (DQMP)

Introduction

The Homeless Resource Council of the Sierras (HRCS) has created this Data Quality Management Plan (DQMP) to provide actionable, measurable steps to address data quality within the Homeless Management Information System (HMIS). Data quality within HMIS affects everything we do in our work to address and end homelessness, and its importance cannot be overstated.

While focusing on data quality for federally funded projects that enter data into HMIS is necessary to ensure accurate reporting for those grants, any project that enters data into HMIS contributes to the overall picture of homelessness within each Continuum of Care (CoC) and, therefore, is expected to participate in this DQMP.

The reasons why data quality is important are many, including but not limited to:

- Requirements based on funding the CoC receives;
- Data quality, or lack thereof, can directly affect the funding opportunities for providers;
- Accurate reporting for federal, state, and local funding;
- The ability of the CoC, and providers within the CoC, to tell the story of homelessness as realistically and completely as possible;
- The data entered into HMIS directly affects clients through the coordinated entry process and may determine which services they may or may not be eligible for; and
- The data entered into HMIS is critical to prevent homelessness and to support people who are already experiencing homelessness with gaining and maintaining permanent housing.

HRCS and the CoCs will work in conjunction with the HMIS Administrator to ensure all providers have access to the tools they need to ensure high data quality, including training, data quality reports, encouragements to maintain a high level of data quality, and enforcements for non-responsiveness to data quality concerns. While the HMIS Administrator is responsible for a large part of the overall DQMP, HRCS and the CoCs will maintain a high level of involvement to ensure providers respond to data quality concerns and that the data quality within HMIS is both acknowledged and addressed on an ongoing, iterative, continual basis and in an objective, data-driven manner.

The following addresses how HRCS and the CoCs will both encourage and enforce the DQMP, with transparency about how a provider's data quality can bring about both incentives and consequences. The DQMP is then broken out into the various components of data quality: completeness, timeliness, accuracy, consistency, and bed coverage. Each section will address the

baseline minimum requirements to maintain a sufficient level of data quality and, depending on the section, the baseline minimum requirement may be broken out by project type.

The DQMP ends with an Appendix about the expectation of the HMIS Administrator and the data quality baseline minimum requirements for provider and system setup and maintenance of the overall HMIS to ensure it runs effectively and efficiently. This section is used to assist HRCS and the CoCs in ensuring the HMIS Administrator is maintaining a high level of system setup data quality to ensure accurate reporting on behalf of HRCS and the CoCs. The DQMP is a living, evolving tool that will change as the community and its HMIS data needs.

Encouragements and Enforcements

This section should include the ways in which the CoC both encourages and enforces data quality, as laid out in the DQMP. The plan must be quantifiable and actionable, both when entities are excelling at addressing data quality and when they are failing to do so.

The CoC works with the HMIS Administrator to ensure providers have access to all the support and tools they need to ensure a high level of data quality within the HMIS. The CoC will monitor data quality in conjunction with the HMIS Administrator, and the following encouragements and enforcements are in place to ensure providers understand the importance of data quality within HMIS.

Encouragements

The DEC/HMIS Committee will make data quality a meeting agenda item at every meeting and will acknowledge providers meeting a high level of data quality and offer support to providers with a low level of data quality.

- The CoC will use data quality in HMIS during the annual rank and review process for CoC dollars. To be eligible for CoC dollars, projects will need to maintain a baseline threshold data quality requirement and will be awarded additional points for going above and beyond the baseline. Guidance on specifics of this process will be released each year with the local CoC NOFA competition process.
- The CoC will work with state and local funders to also use data quality metrics when making funding allocation decisions to providers/projects. The CoC will encourage state and local funders to use the same process the CoC uses during the annual rank and review process for CoC dollars.

Enforcements

HRCS and the CoCs will work with the HMIS Administrator to monitor data quality at the user, project, agency, and system level. Enforcements will depend on where data quality issues lie and could include the following:

- Locking specific providers or users out of HMIS until they receive remedial or additional training from the HMIS Administrator and show that data quality is a focus.
- Removing the ability of a given user to access and enter data into HMIS if data quality becomes a consistent issue that is not acknowledged or addressed.
- Restricting additional funding, or withholding funding, from projects until data quality meets, at a minimum, the baseline threshold for the given project type.

Data Quality Benchmarks

Data Completeness

Data Completeness looks at how much of the data fields for any given client, project enrollment, provider, agency, or system are filled in or answered. The definition used in the CoC Data Quality Brief is: “The degree to which all required data is known and documented.” Data Completeness also looks at missing or null values; “data not collected” values; and, depending on the data field, “client doesn’t know,” “client refused,” and/or “other” values.

The HMIS Administrator will run Data Completeness reports monthly and send them to providers. Those providers who fall below the baseline requirement for Data Completeness for their project type will be asked to make the appropriate corrections within a month of receiving the report.

The following are the baseline requirements by project type for data completeness.

- Street Outreach
    - 90 percent of required data elements (only applies after the client has a Date of Engagement)
- Emergency Shelter
    - 95 percent of required data elements
- Services Only (Excludes Coordinated Entry)
    - 95 percent of required data elements.
- Transitional Housing
    - 98 percent of required data elements.

- Rapid Rehousing
    - 100 percent of required data elements.
- Permanent Supportive Housing
    - 100 percent of required data elements.
- Coordinated Entry
    - 100 percent of required data elements (only applies after the client reaches a specific point in the coordinated entry process).
- Homelessness Prevention
    - 95 percent of required data elements.

Data Timeliness

Entering data into HMIS in a timely manner is necessary to ensure that clients receive the services they need quickly and efficiently. Additionally, timely data entry ensures that regular, accurate reporting can be done through HMIS. Users who enter data into HMIS in a timely manner are less likely to make data entry errors and are more likely to focus on overall data quality. Per a July 2005 publication, HUD recommends that projects enter data into HMIS, at most, within 72 hours of collecting the information from the client.

The HMIS Administrator will run Data Timeliness reports monthly and send them to providers. Those providers who fall below the baseline requirement for Data Timeliness for their project type will be asked to work with the HMIS Administrator to make sure that they can meet the Data Timeliness standard moving forward.

Data Accuracy

Data Accuracy is not as easy to manage or monitor and requires specific reports that look at congruency between and among responses to data elements within the system, as well as checks between what the client has told an intake worker and what data is entered into HMIS.

The HMIS Administrator will run Data Accuracy reports monthly and send them to providers. The goal for all project types and all data entered into HMIS is 100 percent Data Accuracy. Those providers who show issues with Data Accuracy will be asked to make the appropriate corrections within a month of receiving the report.

Data quality reports will look at Data Accuracy between and among responses to data elements including:

- Date of birth and project start date (ensure the two are not the same, especially for heads of households)
- 3.917 data elements (ensure that the responses to residence prior to project entry, length of stay in prior living situation, approximate date homelessness started, number of times experiencing homelessness in the last three years, and number of months experiencing homelessness in the last three years do not conflict with each other)
- Disabling condition yes/no and types of disabling conditions (ensure these do not conflict)
- Health insurance yes/no and sources of insurance (ensure these do not conflict)
- Income yes/no and sources of income (ensure these do not conflict)
- Non-Cash benefits yes/no and sources of non-cash benefits (ensure these do not conflict)
- Domestic violence victim/survivor and subsequent data elements (if the first answer is no, are the other questions answered, etc.)
- Relationship to head of household (are there multiple heads of household or no head of household?)
- Client location (is the client location defined as a community outside of the applicable CoC?)
- Veteran (is a minor-aged individual defined as a veteran?)
- Disabling condition is a yes for a project that requires a disability.

Additionally, the Longitudinal System Analysis Guide looks at specific data quality issues in relation to that systemwide submission to HUD on an annual basis. These specific data quality and data accuracy pieces should be addressed in the reports run by the HMIS Administrator on an ongoing basis.

User Access and Consistency

Users with access to HMIS should be entering data on a regular and consistent basis, not only to prevent a backlog of data entry, but also to ensure users maintain familiarity with the HMIS and the workflows for which they are responsible.

The HMIS Administrator will monitor user login and access to HMIS monthly by running a report that shows when users last logged into the system. If users have not logged into HMIS within the last 30 days of the report run date, the HMIS Administrator will contact the user and ask if they still need access to the system. If the user responds that they do still need access, the HMIS

Administrator will ensure that the user has maintained sufficient data quality and does not need remedial training. If the user does not have a high level of data quality, the HMIS Administrator will provide remedial training for the user.

If the user is non-responsive to any inquiries about their access to HMIS, the HMIS Administrator will contact the user's direct supervisor and include the CoC Administrator. If the HMIS Administrator is informed that the user is no longer an active participant in HMIS data entry, the user's license will be removed from HMIS. If the direct supervisor of the user informs the HMIS Administrator that the user is still an active user, the user will be required to connect directly with the HMIS Administrator to complete any necessary remedial trainings to maintain a high level of data quality in the system.

Should the HMIS Administrator not hear from either the user or the user's direct supervisor, the user license will be removed from the system.

HMIS Bed Coverage

The importance of a high percentage of HMIS Bed Coverage for all project types is an emphasis of the HUD TA Data Strategy. Without a high percentage of HMIS Bed Coverage within a CoC, the data within HMIS is never holistic and the story told with HMIS data about homelessness within the CoC is never fully accurate. A lack of high HMIS Bed Coverage prevents CoCs from truly understanding how both their system, and the clients served within their system, are functioning.

While extrapolation techniques can work for some research and reporting purposes, the extrapolation will only be as accurate as the similarities between any given projects, processes, and clients served by the projects. Therefore, the goal for HMIS Bed Coverage for all project types is 100 percent.

The HMIS Administrator, will check that Bed Coverage is as close to 100 percent as is possible for all project types. This includes a review of the CoC's most recent Housing Inventory Chart (HIC) to know which providers participated in the most recent HIC but are not entering data into HMIS.

Ensuring a CoC's HMIS Bed Coverage reaches 100 percent (and stays at 100 percent) also requires implementing a process to ensure that any new projects that become available to serve clients at risk of or experiencing homelessness are communicated to the CoC so that HMIS data entry can be encouraged and/or required for the new project.

Below are things to do to ensure HMIS Bed Coverage reaches or maintains 100 percent:

- Review the HIC and updated as needed on a quarterly or semi-annual basis to ensure all projects (with the exception of victim services providers) are entering data into HMIS.
- If projects are included on the most recent HIC that do not enter data into HMIS, the CoC and HMIS Administrator should find out why this is the case and target any solutions to the specific reason.
- For any new project that becomes available within the CoC that will serve clients at risk of or experiencing homelessness, the CoC should be made aware and work with the HMIS Administrator to ensure the new project is encouraged and/or required to enter data into HMIS.

HMIS Setup

While HMIS data quality is mainly focused on the users, and agencies entering data into the system, ensuring that the "behind the scenes" or provider and system setup side of HMIS is completed correctly is vital to ensure accurate reporting and functionality.

This is the responsibility of the HIMS Administrator. Reviewing the provider and system setup of HMIS should be an ongoing process for the HMIS Administrator and the processes taken to ensure provider and system setup should be documented and easily replicable based on that documentation.

Naming Conventions

Projects in HMIS should have a consistent naming convention that includes, at a minimum, the Provider Name, Project Type, and Provider ID/Number. It may benefit the HMIS Administrator to also include grant types (CoC, ESG, SSVF, RHY, etc.) in the overall naming convention of projects to easily locate projects funded with specific funding streams.

If the HMIS supports different "levels" for projects, the HMIS Administrator ensures that the "levels" are consistent across the system. For example, if the HMIS supports a "provider tree," the HMIS Administrator ensures that the provider at the top of the "provider tree" is the Provider Name and that any projects operated by that provider are under that specific "provider tree" in the HMIS (example below).

Project Descriptor Data Elements (PDDEs)

The Project Descriptor Data Elements (PDDEs) are the "back end" data elements required to be completed by the HMIS Administrator to ensure projects in the system are accurate. Some of these elements are below and may change as HUD HMIS Data Standards are updated.

- Project type is defined to ensure projects are pulled correctly into reports
- Bed and unit inventory is up-to-date and is available for the Point-in-Time (PIT) Count and Longitudinal System Analysis (LSA) reports
- Specific grants and/or federal partner funding sources are identified
- Target populations are listed
- The CoC(s) in which the provider operates is identified.
- The geocode is identified and entered

Visibility

Ensuring the visibility in HMIS is set up correctly so that users can see what they are supposed to see and, alternatively, not see what they are not supposed to see, is critical. Visibility processes are different for every HMIS, and it is imperative that the HMIS Administrator has a solid understanding of the visibility setup in the given system and how visibility is affected by project and user setup.

Homeless Resource Council of the Sierras' HMIS
END USER AGREEMENT

End User Name: _____

Agency: _____

USER POLICY

The Homeless Resource Council of the Sierras' (HRCS) Homeless Management Information System (HMIS) is a collaborative HMIS effort among partnering agencies to document client-level needs and characteristics through a coordinated system which aggregates common information at the agency and community levels.

HMIS is a tool that can also assist agencies in focusing services and locating alternative resources to help homeless persons. Agency staff may use the Client information in the system to target services to the Client's needs.

The HMIS is an entirely web-based system. The system is accessed via the Internet by provider sites offering shelter, housing, and supportive services to homeless individuals and families.

Participating Agencies may choose to share information for provision of services to homeless persons through a networked infrastructure that establishes electronic communication among the Participating Agencies.

Partner Agencies shall at all times have rights to the data pertaining to their clients that they directly enter into the HMIS system. Partner Agencies shall be bound by all permissions and restrictions imposed by Clients pertaining to the use of personal data for which they have signed a HMIS Client Release of Information form.

All HMIS End Users are required to attend Community Services training sessions prior to using the system. All HMIS End Users are required to have read and understand their Agency's Privacy Notice.

Data Sharing and Release of Information

1. The Agency understands that informed client consent is required before any basic identifying client information is entered into the HMIS for the purposes of interagency sharing of information. Informed client consent will be documented by completion of an HMIS Client Release of Information form.
2. The Client Release of Information form authorizes basic identifying client data entered

into the HMIS Profile screen to be shared among all HMIS Partner Agencies and other Assessment and Service information to be shared with select HMIS Partner Agencies, based on inter-agency sharing agreements.

3. If a client denies authorization to share Profile or other assessment information via the HMIS, the staff entering the information shall lock the impacted screen(s). This assures that client information is accessible only to the agency entering data into the program, therefore, precluding the ability to share information with other agencies. If the client's name represents an identification risk even if the record is completely closed and the name can only be seen by the entering Agency, the staff may use the "anonymous" client function.

The sharing of information on children under the age of 18, who are not accompanied by a legal guardian, will be governed by existing Agency policy regarding the age at which children under the age of 18 may authorize release of information.

USER RESPONSIBILITY

Your User ID and Password give you access and authority to use the HMIS. 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 of User privileges.

Please initial each item below to indicate your acceptance and understanding of the user responsibilities:

_____ I have read and understand my Agency's Privacy Notice.

_____ My User ID and Passwords must be kept secure and are not to be shared with anyone, including other staff members.

_____ I understand that the only individuals who can view information in the HMIS are authorized users and the Client to whom the information pertains; and that not all users can view all information. HMIS End Users must respect the privacy and hold in confidence all information obtained in the course of their use of the software system.

_____ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.

_____ Client information should be accessed only in order to retrieve data relevant to

End User Name: _____

a client requesting services from my agency.

_____I understand that in the event that I am terminated or leave my employment with this agency, my access to the HMIS will be revoked.

_____ Clients have the right to see their information in the HMIS. If a client requests to see their information, the Partner Agency/End User who receives the request must review the information with the client.

_____ I understand that failure to log off of the HMIS appropriately may result in a breach in client confidentiality and system security.

_____ If I am logged into the HMIS and must leave the work area where the computer is located, I must log-off of, and close the browser window of the HMIS before leaving the work area.

_____ I understand that my access to HMIS is limited to my designated work site unless I am given expressed written consent by my agency's Executive Director to access the system from other specified locations.

_____ A computer that has the HMIS "open and running" shall never be left unattended.

_____ A computer that has the HMIS "open and running" shall never be arranged so that unauthorized individuals may see the information on the screen.

_____ Hard copies and downloads of information from the HMIS onto a hard drive or disk must be kept secure to ensure that only appropriate agency staff has access.

_____ When hard copies and "downloads" of HMIS Client information are no longer needed, they must be properly destroyed as described in your agency's privacy and confidentiality policies.

_____ If I notice or suspect a security breach, I must immediately notify my agency's HMIS Security Officer and/or the CHO Site Manager.

_____ I understand that I am responsible for reporting any system malfunctions or "bugs" that I notice or suspect to the CHO Site Manager and other appropriate system support staff.

_____ I agree to enter data into the HMIS in accordance to the policies of my agency and the standards of HMIS.

End User Name: _____

Code of Ethics

A. HMIS End Users must treat Partner Agencies with respect, fairness and good faith.

B. HMIS End Users must treat clients and potential clients of my agency and other agencies with respect, fairness and good faith.

C. Each HMIS End User shall maintain high standards of professional conduct in his/her capacity as an HMIS End User.

D. All HMIS End Users shall endorse and maintain the client's rights related to privacy and confidentiality and shall adhere to HRCS' HMIS Policies and Procedures.

E. The HMIS End User has primary responsibility for his/her Client(s).

F. The HMIS End Users will not misrepresent its client base in the HMIS system by entering knowingly inaccurate information (i.e. End User will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency.)

G. Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the HMIS system. This does not apply to the input of direct quotes by clients IF the Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.

H. The End User will not use the HMIS system with intent to defraud the federal, state, or local government or an individual entity; or to conduct any illegal activity.

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

HMIS End User Signature	Date
CHO Site Manager Signature	Date
HMIS Administrator Signature	Date

Homeless Resource Council of the Sierras' HMIS
PARTICIPATION AGREEMENT

Introduction

Homeless Management Information System (HMIS) of the Homeless Resource Council of the Sierras is a client information system that:

- Provides a standardized assessment of consumer needs, and
- Creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating agencies, and
- Identifies gaps in the local service continuum and develops outcome measurements.

In this Agreement, "HMIS" is the system that the Homeless Resource Council of the Sierras uses to enter client data, "Lead Agency" is the Homeless Resource Council of the Sierras (HRCS), "Partner Agency" is any Agency participating in the HMIS project, "Client" is a consumer of services, and "Agency" is the Agency named below.

Name of Agency: _____

Lead Agency Responsibility

1. The Lead Agency, through its contract with WellSky Community Services, 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 the HMIS. Each Partner Agency shall provide and maintain its own connection to the internet.
    a. The Lead Agency shall not be liable to any Partner 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 the Lead Agency.
2. The Lead Agency will provide model Privacy and Data Collection Notices, Client Release of Information forms, and other templates for client data collection that may be adopted or adapted by Partner Agencies.
3. The HMIS Administrator will provide both initial training and periodic updates to that training for Agency Staff, with active licenses, regarding the use of the HMIS.

4. The HMIS Administrator will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 AM to 5:00 PM on Mondays through Fridays (with the exclusion of holidays).

Confidentiality

1. All parties to this Agreement shall uphold all applicable federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client or when required by law.
    a. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records.
    b. To the extent applicable by law, the Agency will comply with the Health Insurance Privacy Portability and Accountability Act of 1996 and corresponding regulations adopted by the U.S. Department of Health and Human Services.
    c. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
    d. The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services, or to conduct evaluation or research.
    e. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receives basic confidentiality training.
2. The Agency and the Lead Agency understand that the HMIS Lead Agency and Wellsky Community Services, as administrators, are custodians of data and not owners of data.
    a. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the HMIS system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
    b. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located off-site.
    c. If this Agreement is terminated, the Homeless Resource Council of the Sierras and remaining Partner Agencies, so long as client's Release of Information authorizing

the sharing of information through the HMIS database remains in effect, shall maintain their right to the use of all client data previously entered by the Agency; this is subject to any restrictions requested by the Client.

HMIS Use and Data Entry

1. The Agency shall follow, comply with and enforce the Homeless Resource Council of the Sierras' HMIS Policies and Procedures. Modifications to the Homeless Resource Council of the Sierras' HMIS Policies and Procedures shall be established in consultation with Partner Agencies and may, upon approval of the HRCS Board, be modified as needed for the purpose of the smooth and efficient operation of the HMIS system.
    a. All Agency users are required to have had training by the HMIS Lead Agency in using the database before they will be allowed to use the system.
    b. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by entering known, inaccurate information.
    c. The Agency shall use Client information in the HMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
2. The Agency shall consistently enter information into the HMIS database and will strive for real-time, or close to real-time[1] data entry.
3. The Agency will not alter information in the HMIS database that is entered by another Agency with known, inaccurate information. (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
4. The Agency may receive access to Client Data entered by other Partner Agencies. All Partner Agencies are bound by restrictions placed upon the data by the client of any other Partner Agency. The Agency shall record, in ServicePoint, all restrictions requested.
5. The Agency shall not include profanity or offensive language in the HMIS database.
6. The Agency shall utilize the HMIS database for business purposes only.

[1]Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the HMIS database within one week.

7. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
8. The Agency shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

Reports/Use of Data

1. The Agency shall retain access to identifying and statistical data on the Clients it serves.
2. The 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 or indirectly identify individual Clients.
3. Homeless Resource Council of the Sierras will use only unidentified, aggregate ServicePoint 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 Continuum of Care.

Proprietary Rights of WellSky Community Services

1. The Agency shall not give or share assigned passwords and access codes of the HMIS database with any other Agency, business, or individual.
2. The Agency shall not cause in any manner, or way, corruption of the HMIS database in any manner.

Terms and Conditions

1. The Agency recognizes that the Homeless Resource Council of the Sierras (HRCS) Board is the decision-making group regarding the HMIS project, including process updates, policy and procedure guidelines, data analysis, and software/hardware upgrades. The DEC/HMIS Committee is a discussion group that will make recommendations to the HRCS Board regarding HMIS policies and procedures, data analysis, software/hardware upgrades, and forms and documentation. The Agency will designate an assigned staff member to attend the HMIS Committee regular meetings.
2. Each Party (the “Indemnifying Party”) shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the “Indemnified Party”) from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable

attorney's fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

3. Fees and Payments

    a. The Agency shall pay the scheduled fee, according to the current fee schedule (subject to change), on an annual basis.

4. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.

5. Neither the Lead Agency nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

6. This Agreement may be modified or amended only by a written agreement executed by both parties.

7. This Agreement shall remain in force until revoked in writing by either party, with 30 days' advance written notice. Notwithstanding the foregoing, if there is credible evidence regarding possible or actual breach of this Agreement and the nature of the breach threatens the integrity of the HMIS, the Lead Agency, the HMIS Committee, the HRCS Board; the Lead Agency will have the right to suspend or limit access to the HMIS by the alleged wrongdoer pending investigation and resolution of the matter to the extent reasonably required to protect the integrity of the system.

8. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the HRCS Board, the HMIS Committee, the Lead Agency, and the participating Agency. It is made solely for the protection of the HRCS Board, the HMIS Committee, the Lead Agency, and the Partner Agency and their respective heirs, personal representatives, successors and assigns. No other person or entity shall have any rights of any nature under this Agreement or by reason hereof. Without limiting the generality of the preceding sentence, no user of the HMIS system in his or her capacity as such and no current, former or prospective client of any agency shall have any rights of any nature under this Agreement or by reason hereof.

Attachment 5

The signature of the Executive Director/ of the Agency indicates agreement with the terms set forth.

Agency Authorizing Signatory Name	**Title**
Agency Authorizing Signature	**Date**

Agency Name

Mailing address

City	State	Zip Code

HMIS Lead Authorizing Signatory Name	**Title**
HMIS Lead Authorizing Signature	**Date**

Homeless Resource Council of the Sierras' HMIS
CONTRIBUTING HMIS ORGANIZATION (CHO) SECURITY CERTIFICATION

Each organization is required to meet the following security requirements. If the requirement cannot be met at the time of the initial certification, you must indicate a date not later than three months after the initial certification by which you will have met the requirement. At that time, you will be required to submit an updated version of this form demonstrating your compliance.

	Required Policy	Meets Requirement	If no, date of compliance:
User Authentication	Are all End Users at the agency aware that they should… …NEVER share username or password? …NEVER keep username and passwords in public locations? …NEVER use their internet browser to store/save passwords?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
	Have all End Users at the agency signed an End User Agreement?	☐ Yes ☐ No	
Hard Copy Data	Does the agency have a procedure for hard copy Protected Personal Information (PPI) that addresses… …the location of the files? *(Should be located in a locked drawer/cabinet or a locked office.)* …data generated by the HMIS? *(including, but not limited to printed screen shots, HMIS reports, downloaded data)*	☐ Yes ☐ No ☐ Yes ☐ No	
	Is a copy of the procedure available for review by the clients?	☐ Yes ☐ No	
	Are all staff trained on hard copy procedures?	☐ Yes ☐ No	
PPI Storage	Does the agency have a procedure to dispose of or remove identifiers from client records after a specified time frame? (***Minimum standard:*** *7 years after PPI was last changed if record is not in current use.)*	☐ Yes ☐ No	
	Describe Procedure: _____ _____		

Attachment 6

	Required Policy	Meets Requirement	If no, date of compliance:
Virus Protection	Do all workstations, including non-HMIS computers connected to the network, have virus protection with automatic update?	☐ Yes ☐ No	
	Virus Software and Version: _____ **Last Update:** _____		
Firewall	Does the agency have a firewall on the network and/or individual workstations?	☐ Yes ☐ No	
Physical Access	Are all workstations, including non-HMIS computers connected to the network,… …in a secure location, or manned at all times? …using password protected screensavers?	☐ Yes ☐ No ☐ Yes ☐ No	
	Are all printers used to print hard copies from the HMIS in secure locations?	☐ Yes ☐ No	
	Can users access the HMIS from outside of the workplace? If yes, does the agency have a data access policy?	☐ Yes ☐ No ☐ Yes ☐ No	
Data Disposal	Does the agency have policies and procedures to dispose of hard copy PPI and/or electronic media?	☐ Yes ☐ No	
	Does the agency shred all hard copy PPI before disposal?	☐ Yes ☐ No	
	Before disposal, does the agency reformat/degauss (demagnetize)… …disks? …CDs? …computer hard drives? …other media (tapes, jump drives, etc.)?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	

Attachment 6

	Required Policy	Meets Requirement	If no, date of compliance:
Software Security	Do all workstations, including non-HMIS computers connected to the network, have current operating systems?	☐ Yes ☐ No	
	OS Version: _____ **Last Updated:** _____		
	Do all workstations, including non-HMIS computers connected to the network, have current browser security?	☐ Yes ☐ No	
	Internet Browsers *(List all installed)*: _____ _____ _____		

We affirm and certify the above information is true and that the organization listed below is in full compliance with all requirements listed as Contributing HMIS Organization (CHO) responsibilities in the U.S. Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice and with the Homeless Resource Council of the Sierras' HMIS Policies and Procedures or will be in compliance within the timeframes stated above. This certification is incorporated into the HMIS Participation Agreement. Any misrepresentation of the foregoing may result in termination of the Participation Agreement.

_____
Name of Organization

_____ _____
CHO Security Officer Name Title

_____ _____
CHO Security Officer Signature Date

_____ _____
Organization Authorizing Signatory Name Title

_____ _____
Organization Authorizing Signature Date

Homeless Resource Council of the Sierras' HMIS
CONTRIBUTING HMIS ORGANIZATION (CHO) SECURITY OFFICER DECLARATION

Organization Name

Security Officer Name | Title

Phone | Email

Security Officers' duties include, but are not limited to:

- Annually review the Security Certification document and test the Contributory HMIS Organization (CHO) security practices for compliance.
- Using the Security Certification document, certify that the CHO adheres to the Security Plan or provide a plan for remediation of non-compliant systems, including milestones to demonstrate elimination of the shortfall over time. Communicate any security questions, requests, or security breaches to the Nevada and Placer Counties HMIS System Administrator and Security Officer.
- Communicate security-related HMIS information to the organization's end users.
- Complete security training offered by the HMIS Lead.
- Additional duties specified in the HMIS ParticipationAgreement.

CHO Security Officers' signature indicating understanding and acceptance of these duties:

CHO Signature | Date

Project Entry Date:_____/_____/_____ Staff Name: _____

Project Name: _____ HMIS Client ID:_____

First Name		**Enrollment CoC**	☐ CA-515 (Placer County) ☐ CA-531 (Nevada County)
Middle Name		**Name Quality**	☐ Full Name ☐ Partial, Street Name, or Code Name ☐ Client doesn't know ☐ Client prefers not to answer
Last Name			
SSN	_____-_____-_____	**SSN Quality**	☐ Full SSN ☐ Partial SSN ☐ Client doesn't know ☐ Client prefers not to answer
Date of Birth	_____/_____/_____	**DOB Type**	☐ Full DOB ☐ Partial DOB ☐ Client doesn't know ☐ Client prefers not to answer
Phone Number		**Email Address**	
Current Address or Location		**Zip Code**	
Relationship to Head of Household (HoH)	☐ Self (Head of Household) ☐ HoH's Child ☐ HoH's Spouse or Partner ☐ HoH's other relation member ☐ Other: non-relation member *If not Self, write Head of Household's Name:* _____	**Veteran Status**	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
Survivor of Domestic Violence	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	**If yes, when did the experience occur?**	☐ Within past three months ☐ Three to six months ago ☐ Six to twelve months ago ☐ More than a year ago ☐ Client Doesn't Know ☐ Client prefers not to answer
		If yes, are you currently fleeing?	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer

Gender Identity	☐ Woman (Girl, if child) ☐ Man (Boy, if child) ☐ Transgender ☐ Culturally Specific Identity (e.g., Two-Spirit) ☐ Non-Binary ☐ Questioning ☐ Different Identity If different, specify: _____
Race & Ethnicity	☐ American Indian, Alaska Native, or Indigenous ☐ Asian or Asian American ☐ Black, African American, or African ☐ Hispanic/Latina/e/o ☐ Middle Eastern or North African ☐ Native Hawaiian or Pacific Islander ☐ White ☐ Client doesn't know ☐ Client prefers not to answer Additional Race and Ethnicity Detail: _____
Sexual Orientation	☐ Heterosexual ☐ Gay ☐ Lesbian ☐ Bisexual ☐ Questioning/Unsure ☐ Client doesn't know ☐ Client prefers not to answer ☐ Other If other, please describe: _____
Translation Assistance Needed	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer If yes, preferred language: _____

Prior Living Situation	**Literally Homeless** ☐ Place not meant for habitation (e.g. a vehicle, an abandoned building, bus/train/subway station, airport, or anywhere outside) ☐ Emergency shelter, including hotel/motel paid for with ES voucher, or RHY-funded Host Home Shelter ☐ Safe Haven **Institutional Situations** ☐ Foster care home or foster care group home ☐ Hospital or other, non-psychiatric, medical facility ☐ Jail, prison, or juvenile detention facility ☐ Long term care facility or nursing home ☐ Psychiatric hospital or other psychiatric facility ☐ Substance abuse treatment facility/detox **Temporary Situations** ☐ Transitional housing for homeless persons (including homeless youth) ☐ Residential project or halfway house with no homeless criteria (ie. sober living with no lease/tenancy rights) ☐ Hotel or motel paid for without an ES voucher ☐ Host home (non-crisis) ☐ Staying or living in a friend's room, apartment, or house ☐ Staying or living in a family member's room, apartment, or house **Permanent Situations** ☐ Rental by client, no ongoing housing subsidy ☐ Rental by client, with ongoing housing subsidy **Subsidy type:** ☐ GPD TIP housing subsidy ☐ VASH housing subsidy ☐ RRH or equivalent subsidy ☐ HCV voucher (tenant or project based) (not dedicated) ☐ Public housing unit ☐ Rental by client, with other ongoing housing subsidy ☐ Housing Stability Voucher ☐ Family Unification Program Voucher (FUP) ☐ Foster Youth to Independence Initiative (FYI) ☐ Permanent Supportive Housing ☐ Other permanent housing dedicated for formerly homeless persons ☐ Owned by client, with ongoing housing subsidy ☐ Owned by client, no ongoing housing subsidy

Length of Stay in Prior Living Situation	☐ One night or less ☐ Two to six nights ☐ One week or more, but less than one month ☐ One month or more, but less than 90 days ☐ 90 days or more, but less than one year ☐ One year or longer ☐ Client doesn't know ☐ Client prefers to not answer	**Number of times the client has experienced homelessness in the past three years**	☐ 1 time ☐ 2 times ☐ 3 times ☐ 4 or more times ☐ Client doesn't know ☐ Client prefers to not answer
Approximate date current episode of homelessness started	_____/_____/_____	**Total number of months the client has experienced homelessness in the past three years**	☐ This time is the first month ☐2-12 months (write number) _____ ☐ More than 12 months ☐ Client doesn't know ☐ Client prefers to not answer

Disabling Condition		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
If yes above, choose the appropriate option(s)		If selected, is the condition expected to be of long-continued/indefinite duration and substantially impedes ability to live independently.
Alcohol Use Disorder	☐	☐
Drug Use Disorder	☐	☐
Both Alcohol and Drug Use Disorder	☐	☐
Chronic Health Condition	☐	☐
Developmental Disability	☐	
HIV/AIDS	☐	
Mental Health Disorder	☐	☐
Physical Disability	☐	☐
When entering into HMIS, choose "Yes" for any disabilities the client has and "No" for any disabilities the client does not have.		

<table>
<tr><td colspan="2">Monthly Income</td><td colspan="3">☐ Yes
☐ No
☐ Client Doesn't Know
☐ Client prefers not to answer</td></tr>
<tr><td rowspan="15">If yes, choose the appropriate option(s) and the amount</td><td>Type of Income</td><td>Choose if Yes</td><td>Amount</td><td rowspan="15">When entering into HMIS, choose "Yes" for any income the client has and "No" for any income the client does not have.</td></tr>
<tr><td>Alimony or Other Spousal Support</td><td>☐</td><td></td></tr>
<tr><td>Child Support</td><td>☐</td><td></td></tr>
<tr><td>Earned Income</td><td>☐</td><td></td></tr>
<tr><td>General Assistance</td><td>☐</td><td></td></tr>
<tr><td>Other: _____</td><td>☐</td><td></td></tr>
<tr><td>Pension or Retirement Income from Another Job</td><td>☐</td><td></td></tr>
<tr><td>Private Disability Insurance</td><td>☐</td><td></td></tr>
<tr><td>Retirement Income from Social Security</td><td>☐</td><td></td></tr>
<tr><td>SSDI</td><td>☐</td><td></td></tr>
<tr><td>SSI</td><td>☐</td><td></td></tr>
<tr><td>TANF</td><td>☐</td><td></td></tr>
<tr><td>Unemployment Insurance</td><td>☐</td><td></td></tr>
<tr><td>VA Non-Service Connected Disability Pension</td><td>☐</td><td></td></tr>
<tr><td>VA Service Connected Disability Compensation</td><td>☐</td><td></td></tr>
<tr><td>Veteran's Health Administration (VHA)</td><td></td><td></td></tr>
<tr><td>Worker's Compensation</td><td>☐</td><td></td></tr>
</table>

Non-Cash Benefits		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s)	Supplemental Nutrition Assistance Program (Food Stamps)	☐	When entering into HMIS, choose "Yes" for any non-cash benefits the client has and "No" for any non-cash benefits the client does not have.
	Special Supplementation Nutritional Program for (WIC)	☐	
	TANF Child Care Services	☐	
	TANF Transportation Services	☐	
	Other TANF-Funded Services	☐	
	Other Source: _____	☐	

Health Insurance		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s) and the amount	MEDICAID	☐	When entering into HMIS, choose "Yes" for any health insurance the client has and "No" for any health insurance the client does not have.
	MEDICARE	☐	
	Veteran's Health Administration (VHA)	☐	
	State Children's Health Insurance Program	☐	
	Employer – Provided Health Insurance	☐	
	Health Insurance Obtained through COBRA	☐	
	Private Pay Health Insurance	☐	
	State Health Insurance for Adults	☐	
	Indian Health Services Program	☐	
	Other: _____	☐	

For Street Outreach (including PATH) and Night by Night Shelters Only				
Current Living Situation	Place not meant for habitation	☐	If one of these, you're done. Click "Save"	
	Emergency Shelter	☐		
	Rental by client, with ongoing housing subsidy	☐	If a rental with subsidy, list subsidy type	
	If yes, subsidy type:_____			
	If not one of the above living situations, answer the next question			
	The client is going to have to leave their current situation within 14 days		☐ Yes	☐ No
	If yes, answer the following:			
	A subsequent residence has been identified		☐ Yes	☐ No
	Individual or family have resources or support networks to obtain other permanent housing		☐ Yes	☐ No
	The client had a lease or ownership interest in a permanent housing unit in the last 60 days		☐ Yes	☐ No
	The client moved 2 or more times in the last 60 days		☐ Yes	☐ No
	Location details:_____			

Date of Engagement	_____/_____/_____

PATH Projects Only	
Date of PATH Status Determination	_____/_____/_____
Client Became Enrolled in PATH	☐ Yes ☐ No
If no, reason not enrolled: _____	
Connection with SOAR	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer

Project Entry Date:_____/_____/_____ Staff Name: _____

Project Name: _____ HMIS Client ID:_____

First Name		**Enrollment CoC**	☐ CA-515 (Placer County) ☐ CA-531 (Nevada County)
Middle Name		**Name Quality**	☐ Full Name ☐ Partial, Street Name, or Code Name ☐ Client doesn't know ☐ Client prefers not to answer
Last Name			
SSN	_____-_____-_____	**SSN Quality**	☐ Full SSN ☐ Partial SSN ☐ Client doesn't know ☐ Client prefers not to answer
Date of Birth	_____/_____/_____	**DOB Type**	☐ Full DOB ☐ Partial DOB ☐ Client doesn't know ☐ Client prefers not to answer
Phone Number		**Email Address**	
Current Address or Location		**Zip Code**	
Relationship to Head of Household (HoH)	☐ Self (Head of Household) ☐ HoH's Child ☐ HoH's Spouse or Partner ☐ HoH's other relation member ☐ Other: non-relation member *If not Self, write Head of Household's Name:* _____	**Veteran Status**	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
Survivor of Domestic Violence	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	**If yes, when did the experience occur?**	☐ Within past three months ☐ Three to six months ago ☐ Six to twelve months ago ☐ More than a year ago ☐ Client Doesn't Know ☐ Client prefers not to answer
		If yes, are you currently fleeing?	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer

Gender Identity	☐ Woman (Girl, if child) ☐ Man (Boy, if child) ☐ Transgender ☐ Culturally Specific Identity (e.g., Two-Spirit) ☐ Non-Binary ☐ Questioning ☐ Different Identity If different, specify: _____
Race & Ethnicity	☐ American Indian, Alaska Native, or Indigenous ☐ Asian or Asian American ☐ Black, African American, or African ☐ Hispanic/Latina/e/o ☐ Middle Eastern or North African ☐ Native Hawaiian or Pacific Islander ☐ White ☐ Client doesn't know ☐ Client prefers not to answer Additional Race and Ethnicity Detail: _____
Sexual Orientation	☐ Heterosexual ☐ Gay ☐ Lesbian ☐ Bisexual ☐ Questioning/Unsure ☐ Client doesn't know ☐ Client prefers not to answer ☐ Other If other, please describe: _____
Translation Assistance Needed	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer If yes, preferred language: _____

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Length of Stay in Prior Living Situation	☐ One night or less ☐ Two to six nights ☐ One week or more, but less than one month ☐ One month or more, but less than 90 days ☐ 90 days or more, but less than one year ☐ One year or longer ☐ Client doesn't know ☐ Client prefers to not answer	**Number of times the client has experienced homelessness in the past three years**	☐ 1 time ☐ 2 times ☐ 3 times ☐ 4 or more times ☐ Client doesn't know ☐ Client prefers to not answer
Approximate date current episode of homelessness started	_____/_____/_____	**Total number of months the client has experienced homelessness in the past three years**	☐ This time is the first month ☐2-12 months (write number) _____ ☐ More than 12 months ☐ Client doesn't know ☐ Client prefers to not answer

Disabling Condition		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
If yes above, choose the appropriate option(s)		If selected, is the condition expected to be of long-continued/indefinite duration and substantially impedes ability to live independently.
Alcohol Use Disorder	☐	☐
Drug Use Disorder	☐	☐
Both Alcohol and Drug Use Disorder	☐	☐
Chronic Health Condition	☐	☐
Developmental Disability	☐	
HIV/AIDS	☐	
Mental Health Disorder	☐	☐
Physical Disability	☐	☐
When entering into HMIS, choose "Yes" for any disabilities the client has and "No" for any disabilities the client does not have.		

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<tr><td>TANF</td><td>☐</td><td></td></tr>
<tr><td>Unemployment Insurance</td><td>☐</td><td></td></tr>
<tr><td>VA Non-Service Connected Disability Pension</td><td>☐</td><td></td></tr>
<tr><td>VA Service Connected Disability Compensation</td><td>☐</td><td></td></tr>
<tr><td>Veteran's Health Administration (VHA)</td><td></td><td></td></tr>
<tr><td>Worker's Compensation</td><td>☐</td><td></td></tr>
</table>

Non-Cash Benefits		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s)	Supplemental Nutrition Assistance Program (Food Stamps)	☐	When entering into HMIS, choose "Yes" for any non-cash benefits the client has and "No" for any non-cash benefits the client does not have.
	Special Supplementation Nutritional Program for (WIC)	☐	
	TANF Child Care Services	☐	
	TANF Transportation Services	☐	
	Other TANF-Funded Services	☐	
	Other Source: _____	☐	

Health Insurance		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s) and the amount	MEDICAID	☐	When entering into HMIS, choose "Yes" for any health insurance the client has and "No" for any health insurance the client does not have.
	MEDICARE	☐	
	Veteran's Health Administration (VHA)	☐	
	State Children's Health Insurance Program	☐	
	Employer – Provided Health Insurance	☐	
	Health Insurance Obtained through COBRA	☐	
	Private Pay Health Insurance	☐	
	State Health Insurance for Adults	☐	
	Indian Health Services Program	☐	
	Other: _____	☐	

For RRH and PSH Projects Only	
Housing Move in Date	_____/_____/_____

For PSH Projects Only			
Moving on Assistance Provided			
Date of Moving on Assistance:	_____/_____/_____		
If yes, choose the appropriate option	Subsidized housing application assistance	☐	
	Financial assistance for Moving On	☐	
	Non-Financial assistance for Moving On	☐	
	Housing Referral/Placement	☐	
	Other	☐	
	If other, specify:		

Homeless Resource Council of the Sierras **HMIS Update Form**

Project Update Date:_____/_____/_____ Staff Name: _____

Project Name: _____ HMIS Client ID:_____

First Name		**Enrollment CoC**	☐ CA-515 (Placer County) ☐ CA-531 (Nevada County)
Middle Name		**Date of Birth**	_____/_____/_____
Last Name		**Current Address**	
Phone Number		**Email Address**	

Monthly Income		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer		
If yes, choose the appropriate option(s) and the amount	Type of Income	Choose if Yes	Amount	When entering into HMIS, choose "Yes" for any income the client has and "No" for any income the client does not have.
	Alimony or Other Spousal Support	☐		
	Child Support	☐		
	Earned Income	☐		
	General Assistance	☐		
	Other: _____	☐		
	Pension or Retirement Income from Another Job	☐		
	Private Disability Insurance	☐		
	Retirement Income from Social Security	☐		
	SSDI	☐		
	SSI	☐		
	TANF	☐		
	Unemployment Insurance	☐		
	VA Non-Service Connected Disability Pension	☐		
	VA Service Connected Disability Compensation	☐		
	Veteran's Health Administration (VHA)			
	Worker's Compensation	☐		

Non-Cash Benefits		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s)	Supplemental Nutrition Assistance Program (Food Stamps)	☐	When entering into HMIS, choose "Yes" for any non-cash benefits the client has and "No" for any non-cash benefits the client does not have.
	Special Supplementation Nutritional Program for (WIC)	☐	
	TANF Child Care Services	☐	
	TANF Transportation Services	☐	
	Other TANF-Funded Services	☐	
	Other Source: _____	☐	

Health Insurance		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s) and the amount	MEDICAID	☐	When entering into HMIS, choose "Yes" for any health insurance the client has and "No" for any health insurance the client does not have.
	MEDICARE	☐	
	Veteran's Health Administration (VHA)	☐	
	State Children's Health Insurance Program	☐	
	Employer – Provided Health Insurance	☐	
	Health Insurance Obtained through COBRA	☐	
	Private Pay Health Insurance	☐	
	State Health Insurance for Adults	☐	
	Indian Health Services Program	☐	
	Other: _____	☐	

Disabling Condition		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
If yes above, choose the appropriate option(s)		If selected, is the condition expected to be of long-continued/indefinite duration and substantially impedes ability to live independently.
Alcohol Use Disorder	☐	☐
Drug Use Disorder	☐	☐
Both Alcohol and Drug Use Disorder	☐	☐
Chronic Health Condition	☐	☐
Developmental Disability	☐	[redacted]
HIV/AIDS	☐	
Mental Health Disorder	☐	☐
Physical Disability	☐	☐
When entering into HMIS, choose "Yes" for any disabilities the client has and "No" for any disabilities the client does not have.		

Survivor of Domestic Violence	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	**If yes, when did the experience occur?**	☐ Within past three months ☐ Three to six months ago ☐ Six to twelve months ago ☐ More than a year ago ☐ Client Doesn't Know ☐ Client prefers not to answer
		If yes, are you currently fleeing?	☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer

For Street Outreach (including PATH) and Night by Night Shelters Only				
Current Living Situation	Place not meant for habitation	☐	If one of these, you're done. Click "Save"	
	Emergency Shelter	☐		
	Rental by client, with ongoing housing subsidy	☐	If a rental with subsidy, list subsidy type	
	If yes, subsidy type:_____			
	If not one of the above living situations, answer the next question			
	The client is going to have to leave their current situation within 14 days		☐ Yes	☐ No
	If yes, answer the following:			
	A subsequent residence has been identified		☐ Yes	☐ No
	Individual or family have resources or support networks to obtain other permanent housing		☐ Yes	☐ No
	The client had a lease or ownership interest in a permanent housing unit in the last 60 days		☐ Yes	☐ No
	The client moved 2 or more times in the last 60 days		☐ Yes	☐ No
	Location details:_____			

Date of Engagement	_____/_____/_____

For RRH and PSH Projects Only	
Housing Move in Date	_____/_____/_____

For PSH Projects Only			
Moving on Assistance Provided			
Date of Moving on Assistance:	_____/_____/_____		
If yes, choose the appropriate option	Subsidized housing application assistance	☐	
	Financial assistance for Moving On	☐	
	Non-Financial assistance for Moving On	☐	
	Housing Referral/Placement	☐	
	Other	☐	
	If other, specify:		

Homeless Resource Council of the Sierras **HMIS Exit – All Projects**

Project Update Date:_____/_____/_____ Staff Name: _____

Project Name: _____ HMIS Client ID:_____

First Name		**Enrollment CoC**	☐ CA-515 (Placer County) ☐ CA-531 (Nevada County)
Middle Name		**Date of Birth**	_____/_____/_____
Last Name		**Current Address**	
Phone Number		**Email Address**	

Reason for Leaving	☐ Completed Program ☐ Criminal activity/violence ☐ Death ☐ Disagreement with rules/person ☐ Left for housing opportunity before completing program ☐ Needs could not be met ☐ Non-compliance with program ☐ Non-payment of rent ☐ Other: _____ ☐ Reached maximum time allowed ☐ Unknown/Disappeared
Destination At Exit	☐ Deceased ☐ Place not meant for habitation (e.g. a vehicle, an abandoned building, bus/train/subway station, airport, or anywhere outside) ☐ Emergency shelter, including hotel/motel paid for with emergency shelter voucher, or RHY-funded Host Home Shelter ☐ Safe Haven ☐ Foster care home or foster care group home ☐ Hospital or other, non-psychiatric, medical facility ☐ Jail, prison, or juvenile detention facility ☐ Long term care facility or nursing home ☐ Psychiatric hospital or other psychiatric facility ☐ Substance abuse treatment facility/detox ☐ Residential project or halfway house with no homeless criteria (ie. sober living with no lease/tenancy rights) ☐ Hotel or motel paid for without an emergency voucher ☐ Transitional housing for homeless persons (inc. youth) ☐ Host home (non-crisis) ☐ Staying or living with friends, temporary tenure ☐ Staying or living with friends, permanent tenure ☐ Staying or living with family, temporary tenure ☐ Staying or living with family, permanent tenure ☐ Permanent housing (other than RRH) for formerly homeless persons ☐ Rental by client, with VASH housing subsidy ☐ Rental by client, with RRH or equivalent subsidy ☐ Rental by client, with Housing Choice Voucher (HCV) ☐ Rental by client, no ongoing housing subsidy ☐ Rental by client, with other ongoing housing subsidy ☐ Rental by client in a public housing unit ☐ Owned by client, no ongoing housing subsidy ☐ Owned by client, with ongoing housing subsidy ☐ No exit interview completed ☐ Other: _____ ☐ Client Doesn't Know ☐ Client Refused

Exit from Coordinated Entry (By-Name List)?	☐ Yes ☐ No

Disabling Condition		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer
If yes above, choose the appropriate option(s)		If selected, is the condition expected to be of long-continued/indefinite duration and substantially impedes ability to live independently.
Alcohol Use Disorder	☐	☐
Drug Use Disorder	☐	☐
Both Alcohol and Drug Use Disorder	☐	☐
Chronic Health Condition	☐	☐
Developmental Disability	☐	
HIV/AIDS	☐	
Mental Health Disorder	☐	☐
Physical Disability	☐	☐
When entering into HMIS, choose "Yes" for any disabilities the client has and "No" for any disabilities the client does not have.		

Monthly Income		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer		
If yes, choose the appropriate option(s) and the amount	Type of Income	Choose if Yes	Amount	When entering into HMIS, choose "Yes" for any income the client has and "No" for any income the client does not have.
	Alimony or Other Spousal Support	☐		
	Child Support	☐		
	Earned Income	☐		
	General Assistance	☐		
	Other: _____	☐		
	Pension or Retirement Income from Another Job	☐		
	Private Disability Insurance	☐		
	Retirement Income from Social Security	☐		
	SSDI	☐		
	SSI	☐		
	TANF	☐		
	Unemployment Insurance	☐		
	VA Non-Service Connected Disability Pension	☐		
	VA Service Connected Disability Compensation	☐		
	Veteran's Health Administration (VHA)			
	Worker's Compensation	☐		

Non-Cash Benefits		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s)	Supplemental Nutrition Assistance Program (Food Stamps)	☐	When entering into HMIS, choose "Yes" for any non-cash benefits the client has and "No" for any non-cash benefits the client does not have.
	Special Supplementation Nutritional Program for (WIC)	☐	
	TANF Child Care Services	☐	
	TANF Transportation Services	☐	
	Other TANF-Funded Services	☐	
	Other Source: _____	☐	

Health Insurance		☐ Yes ☐ No ☐ Client Doesn't Know ☐ Client prefers not to answer	
If yes, choose the appropriate option(s) and the amount	MEDICAID	☐	When entering into HMIS, choose "Yes" for any health insurance the client has and "No" for any health insurance the client does not have.
	MEDICARE	☐	
	Veteran's Health Administration (VHA)	☐	
	State Children's Health Insurance Program	☐	
	Employer – Provided Health Insurance	☐	
	Health Insurance Obtained through COBRA	☐	
	Private Pay Health Insurance	☐	
	State Health Insurance for Adults	☐	
	Indian Health Services Program	☐	
	Other: _____	☐	

Housing Assessment at Exit	
Housing Assessment at Exit	☐ Able to maintain the housing they had at project entry ☐ Moved to new housing unit ☐ Moved in with family/friends on a temporary basis ☐ Moved to a transitional or temporary housing facility or program ☐ Homelessness – moving to a shelter/other place unfit for habitation ☐ Jail/prison ☐ Deceased ☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If Able to maintain housing at entry, Subsidy Information	☐ Without a subsidy ☐ With a subsidy they had at project entry ☐ With and ongoing subsidy acquired since project entry ☐ Only with financial assistance other than a subsidy acquired since project entry ☐ Data not collected
If Moved to new housing unit, Subsidy Information	☐ With ongoing subsidy ☐ Without an ongoing subsidy ☐ Data not collected

For Street Outreach (including PATH) and Night by Night Shelters Only	
Current Living Situation	
Date of Engagement	_____/_____/_____