

San Joaquin Continuum of Care
Homeless Management Information System (HMIS)
Policies and Procedures

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INTRODUCTION

In 2001 Congress directed the U.S. Department of Housing and Urban Development (HUD) to collect unduplicated data on the extent of homelessness at the local level [H.R. Report I 06-988; Senate Report I 04-41 0]; the House Report states: *Local jurisdictions are required to collect unduplicated data of homeless persons, and analyze patterns of the use of assistance, including how they enter and exit the homeless assistance programs and the effectiveness of the systems. HUD is directed to assist the local jurisdictions and to assist with the implementation and operation of the Homeless Management Information System (HMIS) which allows homeless service providers to enter the required data elements for tracking homeless populations and the effectiveness of the homeless programs.*

San Joaquin Continuum of Care's (SJCoC) HMIS is a system to collect information about homelessness. The reason for HMIS is to gather demographic information, track program services provided, and measure program outcomes regarding persons experiencing homelessness within the SJCoC. The goal is to simplify service delivery to people in need and gather data that can help improve systemwide outcomes.

This document provides standard operating policies and procedures for Homeless Management Information System (HMIS) implementation in the San Joaquin Continuum of Care as described in 24 CFR 578 and 576, Notice CPD-17-01, 2017 HMIS Data Standards, and HMIS Privacy and Security Notice. In subsequent sections, this document addresses HMIS participation by Covered Homeless Organizations (CHOs), client consent rights, data security policies, monitoring and compliance, training assistance, and data entry guidelines. A "Covered Homeless Organization" may also be known as a Participating Agency in this document or appendices. This document also includes in the appendices several forms used by the HMIS Lead Agency.

The HMIS software adopted and used by the SJCoC is provided by the vendor Bitfocus, and is commonly known as Clarity. The access site to Clarity is <https://stockton.clarityhs.com/>. Bitfocus also provides an on line operations manual for end users available at: <http://help.clarityhs.com/>. The Data and HMIS Committee will conduct an annual evaluation of the HMIS vendor performance and review the HMIS vendor contract for presentation of recommendations to the SJCoC Board of Directors for any changes.

The San Joaquin Continuum of Care, through the Board and Data & HMIS Committee, reserves the right to change or modify the policies and procedures at any time to align with federal

requirements or identified needs of the SJCoC. All CHOs/Participating agencies will be notified of any changes in the policies and procedures.

Bitfocus will maintain all database servers and provide daily backups of all HMIS data. In the event of planned server downtime, the HMIS Lead Agency will inform CHOs within 24 hours of receiving notice in order to allow them to plan their access patterns accordingly.

The HMIS Administrator will address all requests for data from entities other than Participating Agencies in accordance with policies recommended by the Data and HMIS Committee and approved by the SJCoC Board. No Personal Identifiable Information (PII) on an individual will be provided to any group or individual that is neither the Participating Agency which entered the data, nor the client, without written authorization or consent.

As part of the HMIS Administrator's regular duties, required public reports about homelessness and housing issues throughout the SJCoC will be issued. No PII client data will be reported in any of these reports.

HMIS GOVERNANCE AND STRUCTURE

San Joaquin Continuum of Care (SJCoC) receives an annual grant through the Continuum of Care Program to operate the HMIS. SJCoC has entered into a Memorandum of Understanding with Central Valley Low Income Housing Corp. (CVLIHC) to act as the HMIS Lead Agency and serve as the HMIS Administrator. (See attached CoC/HMIS Lead MOU).

In order to participate in the HMIS in SJCoC, all CHOs must provide an **Agency Partner Agreement** (Appendix A) and a **Data Sharing Memorandum of Understanding (MOU)** (Appendix B) prior to being provided access to the HMIS. In addition, participating CHO personnel must receive training by the HMIS Lead Agency and each person granted access to HMIS is required to sign an **End-User Agreement** (Appendix C) prior to being provided access. Independent researchers or research agencies requesting access to SJCoC's HMIS will require approval by the SJCoC Board of Directors.

SJCoC HMIS Lead Agency

The HMIS Lead Agency is responsible for the organization and management of the HMIS, under the terms of an MOU with the SJCoC and is responsible for all system-wide policies, procedures, communication, and coordination. It is also the primary contact with HMIS vendor, and with its help, will implement all necessary system-wide changes and updates.

Procedure:

The HMIS Administrator is the primary position in the management of the SJCoC HMIS.

Responsibilities include:

- Providing training support to CHO/Participating Agencies by determining training needs of Users, developing training materials, and training Users in equipment and software;
- Providing technical support to CHO/Participating Agencies;
- Managing user accounts and access control;

- Identifying and developing system enhancements and communicating changes to CHO/Participating Agencies;
- Communicating system-related information to all CHO/Participating Agencies ; and
- Developing and modifying reports for Users
- Ensuring data quality

CHO/Participating Agency representatives

Each CHO/Participating Agency must designate in writing to the HMIS Administrator the name and contact information of the authorized representative responsible for the oversight of all personnel that generate or have access to client data in the SJCoC HMIS to ensure adherence to the Policies & Procedures described in this document. The authorized representative is responsible for:

- Signing the Agency Partner Agreement and Data Sharing Memorandum of Understanding prior to program implementation and Users being granted access;
- Ensuring organizational adherence to the Policies and Procedures;
- Monitoring compliance with standards of confidentiality and data collection, entry, and retrieval;
- Serving as the primary contact between Users and HMIS Administrator;
- Notifying all members of their organization of any system-wide changes and other relevant information;
- Notifying the HMIS Administrator of personnel changes within three (3) business days;
- Communicating needs and questions regarding the SJCoC HMIS to the HMIS Administrator in a timely manner.
- Detecting and responding to violations of the Policies and Procedures.

Agency Participation Requirements

- All agencies or projects required to enter data in an HMIS as a condition of receiving funding are considered mandatory reporting entities.
- Agencies or projects not required to enter HMIS data as a condition of funding are considered voluntary reporting entities.
- Connection to the Internet is the sole responsibility of each CHO/Participating Agency and is a requirement to participate in the SJCoC HMIS.
- Equipment costs for devices related to accessing the SJCoC HMIS are the responsibility of each CHO/Participating Agency.
- Agencies that are inactive with client entry for more than 30 days may have user and/or agency access deactivated; reactivation will require a written statement of intent of continued participation.
- Once a new agency or new agency project has been added to the HMIS and made active, live data entry must begin within fifteen days.
- Mandatory reporting entities/subrecipients are **solely** responsible for entering required data into the HMIS, for informing the HMIS Lead Agency of their need to be included in the HMIS, and for taking the necessary steps/returning necessary paperwork to be set up in the HMIS to meet the requirements of their contract(s)

- Data entered into the SJCoC HMIS remains the property of the SJCoC HMIS if a CHO/Participating Agency terminates its agreement with the SJCoC. The SJCoC HMIS and remaining Participating Agencies shall maintain their right to the use of all client data previously entered by the terminating CHO/Participating Agency, subject to any restrictions requested by the client.

SJCoC HMIS PRIVACY POLICY AND DATA SHARING POLICY

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

Each CHO (or Participating Agency) is required to adopt this privacy policy related to the use of the SJCoC HMIS. This requirement includes agencies defined as Victim Service Providers and who are required to use a comparable data base. This privacy policy is included as a separate document in Appendix D.

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

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

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

The SJCoC HMIS will use only unidentified, aggregate data for homeless policy and planning decisions, in preparing federal, state, or local applications for homelessness funding, to

demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.

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

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

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

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

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

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

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

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

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

Client Rights

- Clients have the right to get services even if they choose **NOT** to participate in the SJCoC HMIS; this right is limited by the nature of the project; some projects are required by law or regulation to collect certain data to establish and document program eligibility.

- Clients have the right to ask who has seen their information.
- Clients have the right to see or receive a copy of their information and to change it if it is not correct. Requests to view or receive a copy of their information shall be in writing and clients must provide proof of identity; the request and proof of identity shall be maintained in the client file (electronic or hard copy). To change information, clients must show documentation verifying the correct information.

If clients do not want their information shared with a specific agency, it is their responsibility to let their case manager or intake worker know, who must then take the proper action to honor that request.

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

DATA SECURITY POLICIES AND PROCEDURES

General Data Security

- Access to all of central server computing, data communications and sensitive data resources is controlled through user identification and authentication. Users are responsible and accountable for work done under their personal identifiers. Access control violations will be monitored, reported, and resolved.
- No one will have direct access to the San Joaquin County Continuum of Care HMIS database through any means other than Clarity or Bitfocus. Access to client data is controlled using security technology and restrictive access policies. Only individuals authorized to view or edit individual client data will have access to that data.
- The CoC HMIS data center is managed by Bitfocus and is located at ViaWest Data Center in Las Vegas, NV. Data from the application is stored in a central server, housed in a Tier-1 ISP (Internet Service Provider) secure cage with redundant temperature control and fire suppression systems. Redundant power supplies and surge protection are used on all servers. Bitfocus provides disaster protection and recovery by periodically (no less than once daily) copying application code and data, PGP (Pretty Good Privacy)

encrypting copies, and writing them to removable media. Removable media with encrypted backups are stored in a secure off-site location.

- Bitfocus secures the perimeter of its network. The firewall provides real-time, in-line monitoring, interception, and response to network misuse through broad support for the most common attack intrusion detection signatures. Appropriate action can be taken on packets and traffic flows that violate a security policy or represent malicious network activity.
- Clarity can only be accessed with a valid username and password combination, which is encrypted via SSL for Internet transmission to prevent theft. If a user enters an invalid password three consecutive times, Clarity automatically shuts them out. Users need to contact the HMIS Lead Agency for reinstatement.
- In addition to restricting access to only authorized users, Clarity utilizes a system of multiple access levels. These levels automatically detect the user access level and controls access to appropriate data.
- CHOs must establish written procedures to handle client paper records and submit them to the HMIS Lead Agency. Issues to be addressed include the following: identifying which staff has access to the client paper records and for what purposes, allowing staff access only to those records of clients with whom they work with or for data entry purposes, how and where client paper records are stored, length of storage and disposal procedure, and the disclosure of information contained in client paper records.
- Clarity automatically tracks and records access to every client record by user, date, and time of access. The HMIS Lead Agency will at least monthly review all user access privileges; users who have not access the system within thirty (30) days of the review will have access suspended.

Local Physical Safeguards

- The HMIS Lead Agency and CHOs will take all reasonable, foreseeable and protective actions to physically secure the PII of clients. These actions are listed below but do not represent an exhaustive list of physical safeguards.
 1. To secure PII when transmitting written communication about clients, all users will use the client unique identifier automatically generated by the HMIS to refer to the client.
 2. Hard copies of client information or reports with PII will be kept in a locked cabinet or storage area when unattended.
 3. Loose papers or notes with client information not stored in the clients file will be securely destroyed.
 4. The HMIS Lead Agency and CHOs will minimize the visibility of computer/tablet/phone screens used to limit HMIS access to unauthorized individuals.
 5. Documents that contain passwords will be kept physically secure.

Local Technical Safeguards

- The HMIS Lead Agency and CHOs will take all reasonable, foreseeable and protective actions to technically secure the PII of clients. These actions are listed below but do not represent an exhaustive list of technical safeguards.
 1. Users will change their passwords at least once every 90 days.
 2. Terminals used to access HMIS will have locking screen savers and will be password protected.
 3. Users will not leave SJCoC HMIS open and running when terminal is unattended.
 4. Users will be automatically logged out of the SJCoC HMIS after 20 minutes of inactivity.
 5. Electronic documents stored outside of a private protected local network that contain PII must be password protected.
 6. All devices accessing HMIS must have regularly updated anti-virus software installed that automatically scans files.

Data Disposal

- The HMIS Lead will annually review PII associated with clients for data no longer in use and notify the appropriate CHO.

Local HMIS Security Plan

Prior to being given access to HMIS all users must participate in a basic end user security training. The training will be provided by someone at the HMIS Lead Agency and will include information to safeguard privacy and improve data security. Trainees must complete and return a copy of the HMIS End User Agreement. The HMIS Lead Agency will offer the basic end user training on a regular basis and will make efforts to provide additional training as needed. All users of HMIS will need to participate in training addressing data privacy, security and data quality at least annually. The HMIS Lead Agency will offer annual security training at least twice a year.

Reporting Security Incidents

- A security incident is defined as the act of violating an explicit or implied security policy including but not limited to:
 1. Attempts (either failed or successful) to gain unauthorized access to a system or its data
 2. Unauthorized access to PII due to misplaced, lost, or otherwise compromised access
 3. The unauthorized use of a system for the processing or storage of data
 4. Unwanted disruption or denial of service
 5. Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent
- If a user notices or suspects a security breach, they must immediately notify the CHO's authorized representative. CHO authorized representatives should report incidents to the HMIS Lead Agency in instances 1 through 3 above. In instances 4 and 5, CHO authorized representatives should conduct an internal investigation and, if needed then contact the HMIS Lead Agency for further resolution. If the user and the CHO's authorized representative is the same person, then that person will contact the HMIS Lead Agency in every case when they notice or suspect a security breach.

Disaster Recovery Plan

- In conjunction with the contract with Bitfocus, the HMIS Lead Agency will follow the disaster recovery plan provided. This plan is attached to the existing contract.

Contracts and Other Arrangements

- The HMIS Lead must retain copies of all contracts and agreements executed as part of the administration and management of HMIS.

TRAINING AND TECHNICAL ASSISTANCE

The HMIS Lead Agency will offer regular training opportunities to all users; training content will depend on the user access role.

The HMIS Lead Agency will provide training in the day-to-day use of the HMIS on an as needed basis. Training for typical end users will cover the following topics: creating profiles, project enrollment and exits, entering services, assessments and updates, information and referral, security, reports, and client tracking. The HMIS Lead Agency will also provide training about each user's responsibility to protect client privacy and ensure that basic system security is maintained.

All trainings will take place at HMIS Lead Agency offices or on site as requested by the CHO.

Issues and questions related to the operations and use of the HMIS that cannot be resolved through the Clarity Users Help site will be submitted by users to the HMIS Lead Agency, which serves as the local HMIS Administrator. The goal of the HMIS Lead Agency is to respond to issues within 24 business hours of submission. Depending on the complexity of the issue and/or question it might take longer to resolve the issue.

DATA QUALITY AND AGENCY PARTICIPATION

All data entered in HMIS must fulfill four data requirements: data must be timely, complete, consistent, and accurate.

Identification of Participating Agencies

Mandatory reporting entities/subrecipients are solely responsible for entering required data into the HMIS in a timely and accurate manner, for informing the HMIS Lead Agency of their need to be included in the HMIS, and for taking the necessary steps/returning necessary paperwork to be set up in the HMIS to meet the requirements of their contract(s)

Recipients of funds that mandate Subrecipient participation in the HMIS are responsible for making clear to Subrecipients of any obligation to report via the HMIS. Recipients are solely responsible for directly informing all Subrecipients that they are mandated to record

Universal Data Elements for all persons served into the HMIS at the time of an award of funds. Recipients shall inform the HMIS Lead Agency of all Subrecipients and CHOs that are mandated to enter data into the HMIS. Recipients include, but are not limited to, the Collaborative Applicant, San Joaquin County, and the City of Stockton.

The HMIS Lead Agency is responsible for working with identified Subrecipients to ensure Subrecipients are properly set up and trained to enter data into the HMIS, and for providing as-needed ongoing technical support. The HMIS Lead Agency is not responsible for entering data on behalf of any Participating Agency.

Subrecipients that are mandated to enter data into the HMIS are responsible for responding to the HMIS Lead Agency, including but not limited to inquiries regarding data entry, data quality, and the set-up of agency, project, service, and assessment functions within the HMIS.

Agencies that are not mandated reporting entities but desire to participate in the HMIS shall directly contact the HMIS Lead Agency. To be considered for HMIS participation, non-mandated entities must submit a written statement explaining the need for HMIS participation, the benefits to the agency, the benefits to the community/SJCoC, and the number of licenses sought. The HMIS Lead Agency will make a determination regarding HMIS participation. Agencies denied HMIS participation by the HMIS Lead Agency may appeal to the Data and HMIS Committee, which may make a determination of appeal on behalf of the SJCoC.

Timeliness of Data

To be useful for reporting, an HMIS should include the most current information on the clients served by participating homeless programs. To ensure the most up-to-date data, information for all projects should be entered within three (3) days from when it is collected.

Data Completeness

In order to report meaningful information from HMIS, data need to be as complete as possible, i.e. they should contain all required information on all people served in a certain type of program (i.e. emergency shelter) during a specified time period. On the macro level, the goal of achieving adequate HMIS coverage and participation by all local programs is essentially about ensuring that the records are representative of all the clients served by these programs. If a client record is missing, then aggregate reports may not accurately reflect the clients served by the program. Similarly, if an entire program is missing, data from HMIS may not accurately reflect the homeless population in the community.

To ensure the most complete data, 100% of the following Universal Data Elements should be entered for at least 90% of all clients. All projects should meet CoC target goals.

	CoC target
Name	99% +/- 1%
Social Security Number	90% +/- 10%
Date of Birth	99% +/- 1%
Race	98% +/- 2%

Ethnicity	98% +/- 2%
Gender	99% +/- 1%
Veteran Status	99% +/- 1%
Disabling Condition	98% +/- 2%
Program entry date	100%
Program exit date	100%
Relationship to Head of Household	100%
Housing Move-in date	100%
Living Situation (at entry)	98% +/- 2%
Destination	
Street outreach	5%
Emergency shelters	
Entry/exit	65% +/- 5%
Night by night	5%
Transitional programs	95% +/- 5%
Homeless Prevention	100%
Rapid Re-housing	95% +/- 5%
Permanent supportive housing	95% +/- 5%

Specific Program data elements may be required based on your funding source(s).

Complete, current HUD data standards requirements are available at:

<https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> and
<https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>

All Recipients of funds that mandate HMIS participation should include these expected Data Completeness Standards in their notices of funding and contracts with Subrecipients. Potential Subrecipients should be directly informed regarding the mandate to collect all Universal Data Elements for all individuals served by a project. Potential Subrecipients should be directly informed of this mandate by Recipients through notices of funding, notices of award, and initial contact by the Recipients informing Subrecipients of their required participation in the HMIS.

Data Accuracy (Data Validity)

Information entered into HMIS needs to be valid, i.e. it needs to accurately represent information on the clients of the homeless service programs contributing data to HMIS. It should be emphasized to clients and staff that it is better to enter "don't know" or "refused" or "data not collected" than to enter information known to be inaccurate. To ensure the most up-to-date and complete data, data entry errors should be corrected as soon as identified.

Data Consistency

Consistency is the degree to which the data is collected and stored in a uniform manner, across all users of the HMIS. If users do not have a shared understanding of when, how, and why data should be collected in an HMIS, then it is likely that the data will not be accurate.

HMIS Participation Costs

- As a general policy the SJCoC has endeavored to make HMIS access for mandatory reporting entities available at no cost for user licenses, training, administration, and related matters. Recognizing that maintaining a robust and effective HMIS is a critical element for the SJCoC, there is recognition that all entities may be required to share the cost. Should that be deemed necessary by SJCoC, the cost of access to the HMIS will be negotiated by the CoC HMIS and Data Committee with each individual mandatory reporting entity. The CoC HMIS and Data Committee may authorize the HMIS Lead Agency to negotiate unilaterally. The cost of access by mandatory reporting entities may be less than that for voluntary reporting entities.
- As a general policy the SJCoC has endeavored to make HMIS access for voluntary reporting entities available at no cost for user licenses, training, administration, and related matters. Recognizing that maintaining a robust and effective HMIS is a critical element for the SJCoC, there is recognition that all entities may be required to share the cost. Should that be deemed necessary by SJCoC, the cost of access to the HMIS will be negotiated by the CoC HMIS and Data Committee with each individual voluntary reporting entity. The CoC HMIS and Data Committee may authorize the HMIS Lead Agency to negotiate unilaterally. The cost of access by voluntary reporting entities may be more than that for mandatory reporting entities.

Agency and User Inactivity

Limited resources require strategic use of HMIS user and agency licenses. Therefore, any HMIS user who is not active for 30 days or more may have their status switched to “Inactive” and their license allocated to another user or project; this action may be taken unilaterally by the HMIS Lead Agency without the need to consult the user or agency. Also, any agency that has no active users for 30 days or more may have their status switched to “Inactive” and their license(s) allocated to another/other user(s) or project(s); this action may be taken unilaterally by the HMIS Lead Agency without the need to consult the agency. Reactivation fees may be charged by the HMIS Lead Agency at its discretion.

Sanctions

- The overall objective of the SJCoC regarding the HMIS is to encourage participation by as many homeless service providers as possible. At the same time, the SJCoC has the responsibility of assuring that all participating agencies meet the standards established by the HMIS policies and procedures.
- In those instances where agencies/programs do not meet established standards, the first step will be to offer remedial training and assistance. In those instances where an agency/program repeatedly fails to satisfactorily address deficiencies, the HMIS and Data Committee may elect to require that agency/program to pay for the cost of each license, plus an annual fee to cover administration and training.
- In instances where an agency/program permits an egregious breach of security, privacy, or confidentiality, the HMIS and Data Committee may suspend, temporarily or permanently, access to HMIS.

San Joaquin Continuum of Care
Homeless Management Information System

AGENCY PARTICIPATION AGREEMENT

AGENCY NAME: _____

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

I. Clarity Use and Data Entry

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

II. Training and Technical Assistance

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

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

III. Confidentiality

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

IV. Use of Data

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

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

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

V. Terms and Conditions

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

Agency _____

Address _____

City _____ State. _____ Zip code _____

Signature

Date

Name of Signatory _____ Title _____

HOMELESS MANAGEMENT INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING

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

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

Shared:	SSN	Name	Date of Birth	Gender
	Race	Ethnicity	Veteran Status	

May be shared:

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

Not shared (default)

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

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

Agreement:

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

Central Valley Low Income Housing Corp.
HMIS Lead Agency

Partnering agency/program

Authorized representative (print)

Authorized representative (print)

Signature/date

Signature/date

San Joaquin Continuum of Care
Homeless Management Information System

USER POLICY, RESPONSIBILITY STATEMENT & CODE OF ETHICS

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

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

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

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

RELEVANT POINTS REGARDING CLIENT CONFIDENTIALITY INCLUDE:

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

USER RESPONSIBILITY

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

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

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

USER CODE OF ETHICS

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

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

Print Name: _____ Date: _____

Agency Name: _____

HOMELESS MANAGEMENT INFORMATION SYSTEM RESEARCH ACCESS AGREEMENT

Purpose

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

Access

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

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

Guidelines

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

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

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

Researcher Signature

Date

HMIS Administrator

Date

HOMELESS MANAGEMENT INFORMATION SYSTEM PRIVACY POSTING

****PLEASE READ CAREFULLY****

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

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

HOMELESS MANAGEMENT INFORMATION SYSTEM GRIEVANCE FILING FORM

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

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

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

Please provide information regarding the violation.

Date of offense: _____

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

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

Provide a description of the grievance:

Please list your contact information:

Name: _____

Phone #: _____

Mailing Address: _____

E-mail: _____

What is the best method to contact you:

- Phone
- Mailing Address
- E-mail

San Joaquin Continuum of Care
Homeless Management Information System

GLOSSARY

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

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

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

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

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

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

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

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

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

SJCoC: The San Joaquin Continuum of Care

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



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

THIS DATA-SHARING AGREEMENT is entered into effective _____, 2021,
between the San Joaquin Continuum of Care (CoC) and _____
(Requesting Agency).

Background

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

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

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

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

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

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

1. Recitals

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

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

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

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

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

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

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

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

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

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

WHEREAS the CoC is committed to enacting policies and procedures that protect personal information of the persons served by CoC member agencies;

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

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

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

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

2. Definitions

Chronically Homeless

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

Clarity

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

Covered Homeless Organization (CHO)

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

Data

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

Data to be Shared

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

Date Range

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

Data Request Form

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

Emergency Shelter (ES)

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

Homeless Management Information System (HMIS)

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

Homeless Prevention (HP)

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

HMIS Lead Agency

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

HMIS Policies and Procedures

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

Lead Department

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

Participating Agency

See “Covered Homeless Organization”

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

Community-based housing without a designated length of stay, and includes both [permanent supportive housing](#) and rapid rehousing. To be [permanent housing](#), the [program participant](#) must be the tenant on a

lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. [24 CFR 578.3](#)

Permanent Supportive Housing (PSH)

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

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

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

Processing

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

Project Manager

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

Project Type

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

Public Agency

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

Rapid Re-Housing (RRH)

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

Street Outreach (SO)

Essential services necessary to reach out to unsheltered [homeless](#) people, connect them with [emergency shelter](#), housing, or critical services and provide urgent, nonfacility-based care to

unsheltered [homeless](#) people who are unwilling or unable to access [emergency shelter](#), housing, or an appropriate health facility. [24 CFR 576.101](#)

Support Service Only (SSO)

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

Transitional Housing (TH)

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

Unauthorized or Casual Viewers

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

3. Data Request Process

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

- a. The Requesting Agency requests a Data Request Form from the HMIS Lead Agency, SJCoC Board of Directors Chair, or Collaborative Applicant.
- b. The Requesting Agency completes the Data Request Form and schedules a consultation meeting with the HMIS Lead Agency. Prior to the date of the consultation meeting, the Requesting Agency submits its completed Data Request Form to the HMIS Lead Agency.
- c. At the consultation meeting, the HMIS Lead Agency and Requesting Agency work collaboratively to refine the data request and ensure that any request for data is possible to produce, is not overly burdensome on the CoC or HMIS Lead, and meets the parameters of the 2004 HUD Data and Technical Standards, the SJCoC HMIS Policies and Procedures, and this Data-Sharing Agreement.
- d. Following the consultation meeting, the Requesting Agency makes any and all suggested changes and updates to the Data Request Form and submits the Data Request Form to the SJCoC HMIS and Data Committee.

- e. The SJCoC HMIS and Data Committee receives the Data Request Form, places the request on its next agenda, discusses the request, and submits a recommendation to approve or deny to the SJCoC Board of Directors.
- f. The Data Request Form, along with any comments and recommendations from the SJCoC HMIS and Data Committee, is forwarded to the SJCoC Board of Directors and placed on that body's next agenda.
- g. The SJCoC Board of Directors considers the Data Request Form, as well as comments and recommendations from the SJCoC HMIS and Data Committee. The Board shall then take action to approve, deny, or deny with advice for revisions the request.
- h. If the request is approved, an authorized representative of the SJCoC and the Requesting Agency will sign the Data-Sharing Agreement.
- i. The HMIS Lead Agency shall carry out the Data-Sharing Agreement on behalf of the SJCoC and will work collaboratively with the Requesting Agency to produce the Data to be shared.

4. Parameters and Stipulations of Data Sharing

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

4.2 Under no circumstances will names or social security numbers be released. Public Agencies that receive PII/PPI must ensure this information is not shared, internally or externally, in a way that contradicts or violates the standards outlined in Appendix B — [2004 HUD Data and Technical Standards](#), the HMIS Policies and Procedures provided as Appendix A — [SJCoC HMIS Policies and Procedures](#), the California Information Practices Act of 1977 (Civ. Code 1798 et seq.) or any other federal or state statute or regulation.

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

- a. The Data-Sharing Agreement is with a Public Agency that is governed by an elected body.
- b. The Public Agency is a legislative body, political subdivision, or creation of statute/ordinance/resolution, and is not an individual person or subset thereof.
- c. The Public Agency has a core purpose or legislated responsibility in addressing housing or the needs of people experiencing homelessness or housing insecurity.
- d. The Public Agency has designated a single lead department to receive, analyze and disseminate information within the Public Agency in order to broadly support oversight and management functions which may be dispersed across multiple departments.
- e. The Lead Department is NOT a law enforcement agency.
- f. The Lead Department agrees to strictly adhere to HUD Data and Technical Standards requirements regarding:
 - i. Uses and disclosures about victims of abuse, neglect or domestic violence;

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

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

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

5. Data Provider Obligations

5.1 The SJCoC shall:

- a. The HMIS Lead Agency shall be responsible for providing the data to the Requesting Agency at the agreed interval between the HMIS Lead and Requesting Agency.
- b. The HMIS Lead Agency shall ensure timely and secure transfer of the data to the Requesting Agency in a method that is mutually agreeable to the HMIS Lead Agency and the Requesting Agency.

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

6. Data Recipient Obligations

6.1 The Requesting Agency shall:

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

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

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

7. Term and Termination

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

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

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

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

8. Mutual Defense and Indemnification

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

9. Dispute Resolution

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

10. Damages and Discrimination

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

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

HMIS Lead Agency

Requesting Agency

Representative of the HMIS Lead Agency

Representative of the Requesting Agency

Signature

Signature

Date signed

Date signed