

Hampton Roads ShelterLink

*For the cities of: Chesapeake, Franklin, Lynchburg,
Norfolk, Portsmouth, Suffolk, Virginia Beach,
Hampton, Newport News, Williamsburg and
Poquoson; and counties of: Isle of Wight,
Southampton, York and James City*

HMIS Policies and Procedures

2016

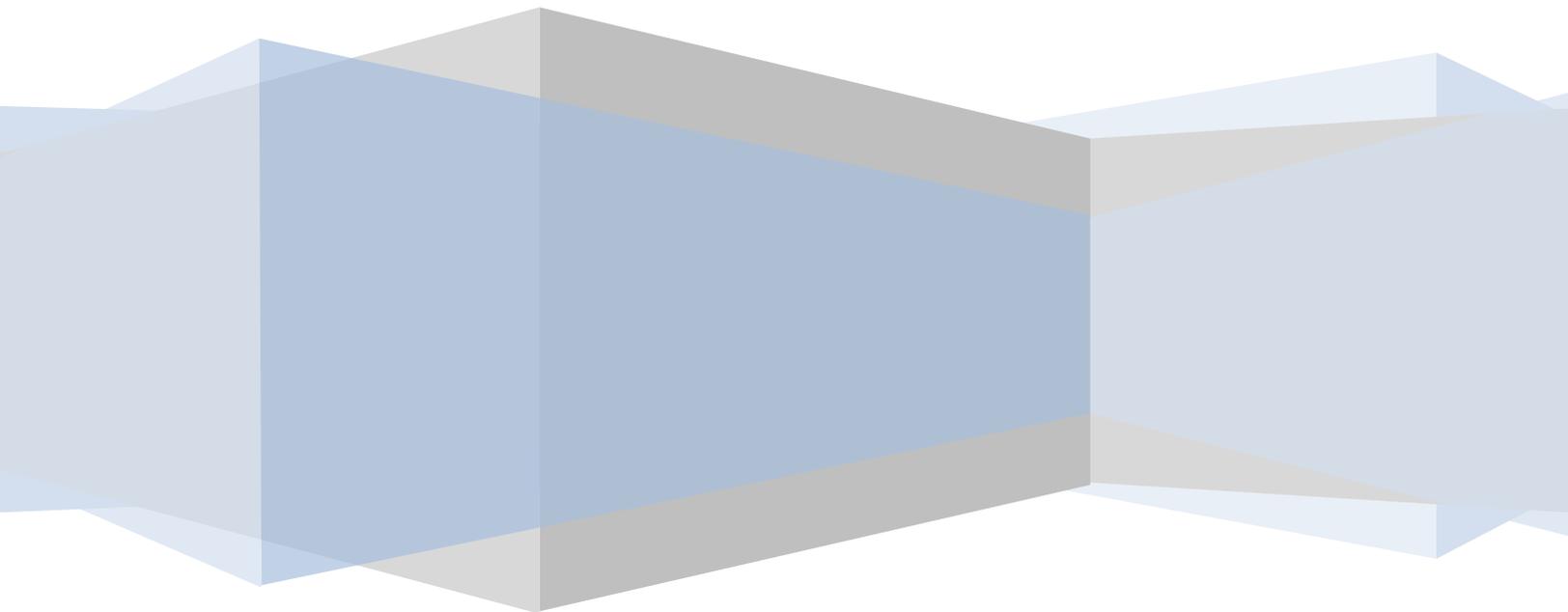


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Definitions

Client – Any person who is, has been, or will be entered into HMIS.

Continuum of Care (CoC) - The Continuum of Care is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

Bi-Monthly – Every other month

HMIS – Homeless Management Information System. An HMIS is a computerized data collection tool used by communities to collect ongoing data on persons who are homeless or receive assistance from the community.

HMIS Administrator – The person(s) in charge of training and reporting on the HMIS to the Continuum of Care and participating agencies.

HMIS User – A person from a participating agency that has been fully trained by the HMIS Administrator. This person is charged with the responsibility to ensure that all data is accounted for and accurate. The quality of this person's data entry is provided by the HMIS Administrator.

Participating Agency – Any agency within the CoC that has an agency agreement and a license to use HMIS.

ShelterLink – The program at The Planning Council that oversees and implements HMIS.

ServicePoint – A web-based HMIS that is licensed from Bowman Systems, LLC.

HMIS Structure

Continuum of Care (CoC) –The official CoC names for federal and state purposes are known as:

- Southeastern Virginia Homeless Coalition (or VA-501)
- Greater Virginia Peninsula Homelessness Consortium (or VA-505)
- Bringing An End to All City Homelessness (or VA-503)
- Lynchburg CoC (or VA-508)

HMIS Solution – The vendor supplying the HMIS solution is Bowman Systems, located in Shreveport, Louisiana. The organization that manages and provides technical assistance for the HMIS is The Planning Council, located in Norfolk, Virginia.

Participating Agency – Any agency within the CoC may participate in HMIS. Participating agencies are required to have an Agency Agreement signed by their Executive Director and the President of The Planning Council. In addition to the Agency Agreement, all participating agencies are required to have a representative at the HMIS sub-committee meeting each month.

Agency Users – HMIS users are required to sign a User Agreement form at the time of their formal training.

HMIS Subcommittee Meeting – The HMIS Subcommittee will meet on a regular schedule decided by the committee members. Agency Users will be notified prior to the meeting of any schedule change.

Data Collection

HUD Required Universal Data Elements – These are fields in HMIS that must be answered by any and all Clients that are entered into HMIS. These elements are not negotiable for specific programs, although more can be added per agency. The following is a list of the data elements that need to be answered. For clarification, refer to the most recent HUD HMIS Data Standards or contact a HMIS Administrator.

1. Name
2. Social Security Number
3. Date of Birth
4. Race
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Living Situation
10. Program Entry Date
11. Program Exit Date
12. Destination
13. Personal ID
14. Household ID
15. Relationship to Head of Household
16. Client Location

SVHC-specific Data Elements – These are fields in HMIS that must be answered by CoC agencies.

1. City of Origin

Timeliness of Data Entry – All client data shall be entered consistently and accurately into the ServicePoint database, and agencies will strive for real-time, or close to real-time data entry. Clients added to the HMIS database shall have entry and exit dates that accurately reflect the paper files or intake packets.

The HMIS Administrator shall distribute client data quality reports to each agency on a regular basis. Users will use these reports to correct errors and to fully enter correct demographic information and entry/exit dates for each client. The partner agency can produce actual files that contain information that matches the data entered into the HMIS.

Implementing HMIS

Agency Agreements – Every participating agency must have their Executive Director read, agree, and sign an **Agency Agreement**. Before any training may take place, a signed Agency Agreement must be presented to the HMIS Administrator. ***Any agency that wishes to join HMIS should contact the HMIS Administrator to start the process of getting Agency and User Agreements signed.***

HMIS Training - The HMIS Administrator must provide privacy and software training to all agency users before they are allowed access to the ShelterLink system. HMIS users are required to sign a **User Agreement** form at the time of their formal training.

User License – Upon completion of training, each user will be provided a license with a unique ID and password, which must not be shared with anyone. Sharing is grounds for immediate termination from the ShelterLink system. As staff members no longer require access to the HMIS, the Agency must notify the ShelterLink System Administrator immediately, so that the HMIS user accounts are immediately inactivated or changed to accommodate their change in status.

Training Manuals and Forms – Software and privacy training manuals and forms shall be available on the Southeastern Virginia Homeless Coalition (SVHC) website (www.shrhomeless.org) or may be requested from a HMIS Administrator.

HMIS Administrator – Technical assistance requests and training issues should be limited to contact with a HMIS Administrator.

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Agency Partner Agreement

ShelterLink is a client information system that provides a standardized assessment of client needs, creates individualized client service plans and records the client's use of housing and services that communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measures.

The Planning Council is the primary coordinating agency and the system administrator of the ShelterLink database. Bowman Systems, Inc. is the vendor agency providing the ServicePoint software that has been customized to be the ShelterLink database. In this agreement, "Partner Agency" is an agency participating in ShelterLink and "Client" is a client of services.

The signature of the Executive Director/Chief Executive Officer of the Partner Agency indicates agreement with the terms set forth for a ShelterLink account for the agency.

I. Confidentiality

The Partner Agency shall uphold relevant 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, unless otherwise provided for in the regulation.

- A. The Partner 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 client records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse client records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Partner Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse persons. A copy of 42 CFR Part 2 can be found at http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr2_02.html.
- B. The Partner Agency shall provide to the client a verbal explanation of the ShelterLink database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that a client is not literate in English or has difficulty understanding the consent form.
- C. The Partner Agency agrees not to release any confidential information received from the ShelterLink database to any organization or client without proper client consent.
- D. The Partner Agency may not use or disclose protected health information, except either: (1) as the Health Information Privacy and Accountability Act permits or requires, or (2) as the client who is the subject of the information (or the client's personal representative) authorizes in writing.
- E. The Partner Agency shall maintain appropriate documentation of client consent to participate in the ShelterLink database.
- F. The Partner Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for ShelterLink receive basic confidentiality training and sign a user confidentiality agreement.
- G. The Partner Agency understands that the client data will be encrypted at the server level using encryption technology.
- H. The Partner Agency understands the file server, which will contain all client information, including encrypted identifying client information, will be located with ShelterLink's server at Bowman Systems Inc. in Shreveport, Louisiana.

- I. The Partner Agency shall not be denied access to client data entered by the Partner Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Partner Agency shall diligently record in the ShelterLink system all restrictions requested. The Partner Agency shall not knowingly enter false or misleading data under any circumstances.
- J. The Partner Agency will utilize the ShelterLink Client Consent/Information Release form for all clients providing information for the ServicePoint database. The Client Consent/Information Release form, once signed by the client, authorizes information sharing with ShelterLink Partner Agencies as to the extent allowed by the client. If the client does not sign the Client Consent/Information Release form, the client data may still be entered into ShelterLink but is not to be shared outside of the agency providing the service.
- K. If a client withdraws consent for release of information, the Partner Agency remains responsible to ensure that no new information is available to all other Partner Agencies.
- L. The Partner Agency shall keep signed copies of the Client Consent/Information Release forms for ShelterLink for a period of three years after the last date of client service.
- M. ShelterLink does not require or imply that services must be contingent upon a client's participation in the ShelterLink database. Services should be provided to clients regardless of ShelterLink participation provided the clients would otherwise be eligible for the services.
- N. If this Agreement is terminated, The Planning Council and remaining Partner Agencies shall maintain their right to the use of all client data previously entered by the terminating Partner Agency. This use is subject to any restrictions requested by the client.
- O. Victim service providers as defined by the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA) should NOT enter data directly in ShelterLink and must use a "comparable database."

II. ShelterLink Use and Data Entry

- A. The Partner Agency shall follow, comply with and enforce the User Policy, Responsibility Statement and Code of Ethics. Modifications to the User Policy, Responsibility Statement and Code of Ethics may be modified as needed for the purpose of the smooth and efficient operation of the ShelterLink system. Bowman Systems Inc. will announce approved modifications in a timely manner via email and NewsFlash in ShelterLink.
 - 1. The Partner Agency shall only enter clients in the ShelterLink database that exist as clients under the agency's jurisdiction. The Partner Agency shall not misrepresent its client base in the ShelterLink database by entering known, inaccurate information.
 - 2. The Partner Agency shall use client information in the ShelterLink database, as provided to the agency, to assist the Partner Agency in providing adequate and appropriate services to the client.
- B. The Partner Agency shall consistently enter information into the ShelterLink database and will strive for real-time, or close to real-time data entry.
- C. The Partner Agency will not alter information in the ShelterLink 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). If the Partner Agency discovers inaccurate information entered by another agency, the

Partner Agency will contact the HMIS Administrator to correct the inaccurate information.

- D. The Partner Agency shall not include profanity or offensive language in the ShelterLink database.
- E. The Partner Agency shall utilize the ShelterLink database for business purposes only.
- F. The HMIS Administrator will provide initial training and periodic updates to that training to select agency staff on the use of the ShelterLink software.
- G. The HMIS Administrator will be available for technical assistance within reason (i.e. troubleshooting and report generation) related to software operating issues.
- H. 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.
- I. The Partner Agency shall not use the ShelterLink database with intent to defraud federal, state or local government, clients or entities, or to conduct any illegal activity.
- J. The Partner Agency shall immediately notify the HMIS Administrator of any status changes for agency HMIS users to ensure the timely activation or deactivation of user accounts.

III. Reports

- A. The Partner Agency shall retain access to identifying and statistical data on the clients it serves.
- B. The Partner Agency's access to data on clients it does not serve shall be limited to non-identifying and statistical data.
- C. The HMIS Administrator 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 clients.
- D. The HMIS Administrator will use only unidentified, aggregate ShelterLink data for advising 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.

IV. Proprietary Rights of Bowman Systems

- A. The Partner Agency shall not give or share assigned passwords and access codes of the ShelterLink database with any other agency, business, or client.
- B. The Partner Agency shall not cause in any manner, or way, corruption of the ShelterLink database in any manner.

V. Terms and Conditions

- A. Neither ShelterLink nor the Partner Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- B. This agreement shall be in force until revoked in writing by either party.
- C. This agreement may be terminated by either party with 30 days written notice.
- D. Applicable Laws and Courts: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to conflict of law principles, and any litigation with respect thereto shall be brought in the courts. ShelterLink shall comply with all applicable federal, state and local laws, rules and regulations.
- E. Anti-discrimination: By entering into a written contract with the Partner Agency, The Planning Council certifies to the Partner Agency that The Planning Council will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of

the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

- F. Immigration Reform and Control Act of 1986: By entering into a written agreement with the Partner Agency, The Planning Council certifies that The Planning Council does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- G. Changes to the Agreement: This agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this agreement shall be effective unless in writing and signed by the duly authorized officials of both the Partner Agency and The Planning Council.
- H. Drug-free Workplace: During the performance of this contract, The Planning Council agrees to (i) provide a drug-free workplace for The Planning Council employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in The Planning Council workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of The Planning Council that The Planning Council maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- I. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.
- J. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- K. Availability of Funds: It is understood and agreed between the parties herein that the Partner Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

User Policy, Responsibility Statement, & Code of Ethics

User Policy

Partner Agencies 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 ServicePoint 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 about which information, if any, entered into the ServicePoint system shall be shared and with which Partner Agencies. The ServicePoint Client Consent/Release of Information shall be signed if the Client agrees to share information with Partner Agencies.

Minimum data entry on each consenting Client will include:

- All programs are required to complete the HUD Required Universal Data Elements in the HUD 40118 (HUD APR) Assessment.
- Programs funded by HUD Continuum of Care Homeless Assistance will enter HUD Required Program-Specific Data Elements.

To the greatest extent possible, data necessary for the development of aggregate reports of the homeless services, including services needed, services provided, referrals, and Client goals and outcomes should be entered into the system.

User Responsibility

Your user ID and password give you access to the ServicePoint system. 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 the ServicePoint system.

1. My user ID and password are for my use only and must not be shared with anyone.
2. I must take all reasonable means to keep my password physically secure.
3. I understand that the only individuals who can view information in the ServicePoint system are authorized users and the Clients to whom the information pertains.
4. I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
5. If I am logged into ServicePoint and must leave the work area where the computer is located, ***I must log off of ServicePoint*** before leaving the work area.
6. A computer that has ServicePoint "open and running" shall never be left unattended.
7. Failure to log off ServicePoint appropriately may result in a breach in Client confidentiality and system security.
8. Hard copies of ServicePoint information must be kept in a locked file.
9. When hard copies of ServicePoint information are no longer needed, they must be properly destroyed to maintain confidentiality.
10. If I notice or suspect a security breach, I must immediately notify the HMIS Administrator (ShelterLink).

User Code of Ethics

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

Technological Requirement for Participating Agencies – All participating agencies must adhere to these requirements wherever HMIS will be accessed.

ShelterLink HMIS Security Policy

Purpose: This document is designed to establish security standards for participating agencies within the ShelterLink HMIS system. The following requirements and recommendations are based on the Security Standards as defined in the HUD HMIS Data and Technical Standards Revised Draft Notice of 2010. A goal of ShelterLink is to support and assist agencies in meeting these requirements.

Security Standards: The ShelterLink Security Standards are divided into two sections. Security Requirements are minimum standards with which all HMIS participating agencies must comply. Additional Security Recommendations are best practices recommended by the ShelterLink HMIS Administrator. The security standards include both technology solutions and protocols for staff use of technology.

Security Audit: The ShelterLink HMIS Administrator will conduct a security audit to document compliance with the security requirements. The ShelterLink HMIS Administrator will work with agencies to assess and overcome any identified barriers to security compliance.

Security Requirements

<u>Action</u>	<u>Definition</u>
1. Applicability	HMIS Security Requirements apply to all networked computers at HMIS participating agencies as well as all non-networked computers that are used by HMIS participating agencies to access HMIS software. The Security Requirements specifically apply to: <ul style="list-style-type: none">a. All computers connected to the agency's networkb. All computers that access the agency's network via Virtual Private Network (VPN)c. All other computers, such as employee or volunteer owned computers, used to access HMIS over the Internet
2. Passwords	Computers must be secured by a user password at computer login. Computer passwords and HMIS software passwords must meet the following minimum criteria: <ul style="list-style-type: none">a. HMIS passwords must contain at least 1 number and 1 letter and be changed every 45 days.b. Written information pertaining to passwords must not be displayed in any publicly accessible location. Password recording must be disabled at each computer. (Do not use the "Remember Password" feature of applications.)
3. Anti-virus	All computers must have anti-virus software installed. <ul style="list-style-type: none">a. Anti-virus software must be updated regularly.
4. Firewall	All computers must be protected by a firewall.
5. System Updates	All computers must be regularly updated for protection against security threats and must have the latest service packs installed.
6. Computer Locking	Computers must be locked when unstaffed to prevent unauthorized access to the HMIS. Computers must be secured via locking screensavers or by logging off.
7. Anti-spyware	All computers must have anti-spyware/anti-malware software installed. <ul style="list-style-type: none">a. Anti-spyware/anti-malware software must be updated regularly.
8. Wireless Access Points (WAP)	All wireless LAN devices must utilize WPA or WPA2 security protocols and strong passwords of at least 14 random characters or must utilize a corporate-approved Virtual Private Network (VPN) configured to drop all unauthenticated and unencrypted traffic.

9. Electronic Data Storage

All HMIS data is classified as confidential and must be handled discreetly.

- a. Electronic copies shall be stored only on an encrypted device where a password is required to access the data.
- b. Electronic copies shall be stored only where the appropriate staff can access the data.

Additional Security Recommendations

<u>Action</u>	<u>Definition</u>
1. Computer and HMIS Passwords	<p>Computer passwords should routinely change at a rate of no less than three times a year.</p> <ul style="list-style-type: none">a. Computer and HMIS passwords within an agency department should be changed immediately upon personnel changes within that department.b. HMIS software user passwords should be different from users' passwords for other non-HMIS accounts.c. HMIS software passwords should not be disclosed to anyone else. All passwords should be treated as sensitive, confidential information. Follow these precautions:<ul style="list-style-type: none">• Do not reveal a password over the phone to anyone• Do not reveal a password in an email message• Do not reveal a password to the boss• Do not talk about a password in front of others• Do not hint at the format of a password (e.g., "my family name")• Do not reveal a password on questionnaires or security forms• Do not share a password with family members• Do not reveal a password to co-workers while on vacation• If someone demands a password, refer them to this document or have them contact the ShelterLink HMIS Administrator.
2. Avoid Unsafe Behavior	<p>Computers used to access HMIS should never be used for downloading files offered through various file sharing services such as music sharing services, as such behavior increases the risk of contracting viruses or spyware/malware.</p>

ShelterLink
HMIS Client Consent Form
Authorization for Release of Information

Agency Name _____ Program Name _____

Client Name _____

Dependent children, if any (first and last names and date of birth)

I know that this agency is part of the ShelterLink HMIS (Homeless Management Information System.) The HMIS is a system that uses computers to collect information about homelessness in order to help pay for services to people who are homeless.

With this written consent, HMIS agencies that offer me services may enter, see and update basic information about me and my children including name, social security number, gender, and birth date. No restricted information about my health, medical needs, mental health or domestic violence can be shared unless I sign a separate agreement.

Other agency staff members who have signed the HMIS confidentiality agreement will be allowed to see, enter or use information kept in the HMIS system. This agency will never give information about a person to anyone outside this system without the person's written consent, or as required by law through a court order.

Information in this system may not be used to deny outreach, shelter or housing. My decision to sign or not sign this consent document will not be used to deny outreach, shelter or housing services. I may revoke my consent at any time, in writing, and no **new** information will be shared. This consent will end three years from today

I have a right to see my HMIS record, ask for changes, and to have a copy of my record from this agency upon written request.

I authorize this agency to share my basic information with other agencies on the ShelterLink system.

I do not authorize this agency to share my basic information with other agencies on the ShelterLink system.

Client Signature

Date

Agency Witness

Date

Virginia Beach Continuum of Care
HMIS Client Consent Form
Authorization for Release of Information

Agency Name _____ Program Name _____

Client Name _____

List dependent children, if any (first and last names and date of birth)

I know that this agency is part of the Hampton Roads HMIS (Homeless Management Information System.) The HMIS is a system that uses computers to collect information about homelessness in order to help pay for services to people who are homeless.

With this written consent, HMIS agencies that offer me services may share, see, and update basic information about me and my children including name, social security number, gender, and birth date. Restricted information about my health, medical needs, mental health or domestic violence can be shared for housing coordination purposes.

Other agency staff members who have signed the HMIS confidentiality agreement will be allowed to see, enter, or use information kept in the HMIS system. This agency will never give information about a person to anyone outside this system without the person's written consent, or as required by law through a court order.

Information in this system may not be used to deny outreach, shelter, or housing. My decision to sign or not sign this consent document will not be used to deny outreach, shelter or housing services. I may revoke my consent at any time, in writing, and **no new information** will be shared. This consent will end one year from today

I have a right to see my HMIS record, ask for changes, and to have a copy of my record from this agency upon written request.

I authorize this agency to share my basic information with other agencies on the Hampton Roads HMIS system.

I do not authorize this agency to share my basic information with other agencies on the Hampton Roads HMIS system.

Client Signature

Date

Agency Witness

Date

HMIS Client Consent Form
Authorization for Release of Confidential Information

Agency Name _____ Program Name _____

Client Name _____

Dependent children, if any (first and last names and date of birth)

I know that this agency is part of the ShelterLink HMIS (Homeless Management Information System.) The HMIS is a system that uses computers to collect information about homelessness in order to help pay for services to people who are homeless.

With this written consent, the HMIS agencies listed on page two of this agreement may enter, see and update restricted information about me and my children including health, medical needs, mental health and domestic violence information. The purpose of the disclosure authorized in this consent is to coordinate services.

Other agency staff members who have signed the HMIS confidentiality agreement will be allowed to see, enter, or use information kept in the HMIS system. This agency will never give information about a person to anyone outside this system without the person's written consent, or as required by law through a court order.

- I understand that my treatment records are protected under state and federal regulations governing confidentiality of patient records.
- The regulations are the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160 & 164.
- The records cannot be shared without my written consent except as provided for in the regulations.
- I also understand that I may end this consent and no **new** information will be shared.
- I understand that there may have been information shared and services provided based on this consent when it was in effect. Ending this consent cannot change that.
- I understand that any notice to end this consent must be in writing.
- This consent will end three years from today.

Information in this system may not be used to deny outreach, shelter or housing. My decision to sign or not sign this consent document will not be used to deny outreach, shelter or housing services. I have a right to see my HMIS record, ask for changes, and to have a copy of my record from this agency upon written request.

I authorize this agency to share my restricted information with the following agencies on the ShelterLink HMIS:

- Program 1
- Program 2
- Program 3
- Program 4

I do not authorize this agency to share my restricted information with other agencies on the ShelterLink HMIS.

Client Signature

Date

Agency Witness

Date

Client Privacy Statement Policy

Privacy Statement Requirements - A requirement for homeless service organizations participation in a Homeless Management Information System (HMIS) is the collection of Protected Personal Information (PPI) from Clients. Homeless service organizations must collect PPI by “lawful and fair means and, where appropriate, with the knowledge or consent of the individual.”

To meet this requirement, homeless service organizations must post a **Client Privacy Statement** at each intake desk that explains the reasons for collecting this information. A copy of the Client Privacy Statement must be posted on each participating agency’s public website, if applicable. The posted statement refers to the **Notice of Privacy Practices** which should be given to all Clients. If your agency already has a privacy notice, please submit it to The Planning Council so that we may review it for compliance.

Client Privacy Statement

We collect personal information directly from you for the reasons that are discussed in our **Notice of Privacy Practices**. 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.

The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our **Notice of Privacy Practices** is available to all Clients upon request.

NOTICE OF PRIVACY PRACTICES

Purpose of This Notice

ServicePoint is a centralized case management system that allows authorized participating agency personnel to collect Client data, produce statistical reports, and share information with select partner agencies if a signed "release of information" form is signed by the Client.

This notice tells you about how we use and disclose your private personal information. It tells you about your rights and our responsibilities to protect the privacy of your private personal information. It also tells you how to complain to us or the government if you believe that we have violated any of your rights or any of our responsibilities.

We are required by law to maintain the privacy of your private personal information. We must provide you with a copy of this notice and get your written acknowledgement of its receipt. We must follow the terms of this notice that are currently in effect.

We reserve the right to change this Notice at any time. This Notice is not a legal contract. If this notice is changed, a copy of the revised notice will be available upon request or posted at our location or on our website

Our Legal Duty

We are required by applicable federal and state law to maintain the privacy of your private personal information. We are also required to make this notice about our privacy practices, our legal duties, and your rights concerning your private personal information available upon request. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect immediately, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all private personal information that we maintain, including private personal information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and make the new notice available upon request.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

How We Use or Disclose Your Private Personal Information

To Provide Services

We will use private personal information about you to provide you with services. We may share this information with members of our staff or with others involved in your support.

For Administrative Operations

We may use or disclose your private personal information for operational purposes. For example, we may use your private personal information to evaluate our services, including the performance of our staff in caring for you. We may also use this information to learn how to continually improve the quality and effectiveness of the services that we provide to you.

Uses or Disclosures That Are Required or Permitted by Law

For Administrative Functions - We may use or disclose your protected personal information to carry out the administrative functions of our office.

Academic Research Purposes - We may use or disclose protected personal information to individuals performing academic research who have a formal relationship with ShelterLink.

Required by Law – We may use or disclose medical information about you when we are required to do so by law.

Public Health Activities – We may disclose private personal information about you if the HMIS user or developer, in good faith, believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Victims of Abuse, Neglect or Domestic Violence – We may disclose private personal information about you to a government agency if we believe you are the victim of abuse, neglect, or domestic violence.

Legal Activities – We may disclose private personal information about you in response to a court proceeding. We may also disclose private personal information about you in response to a subpoena or other legal process.

Disclosures for Law Enforcement Purposes – We may disclose private personal information about you to law enforcement officials for law enforcement purposes:

- As required by law.
- In response to a court order, subpoena or other legal proceeding.
- To identify or locate a suspect, fugitive, material witness or missing person.
- When information is requested about an actual or suspected victim of a crime.
- To report a death as a result of possible criminal conduct.
- To investigate allegations of misconduct that may have occurred on our premises
- To report a crime in emergency circumstances.

Funeral Directors, Coroners and Medical Examiners – We may disclose protected personal information about you as necessary to allow these individuals to carry out their responsibilities.

National Security and Intelligence – We may disclose protected personal information about you to authorized federal officials for national security and intelligence activities.

Protective Services for the President and Others – We may disclose protected personal information about you to authorized federal officials for the provision of protective services to the President of the United States or other foreign heads of state.

Uses or Disclosures That Require Your Authorization

Other uses and disclosures will be made only with your written authorization. You may cancel an authorization at any time by notifying our Complaint Officer in writing of your desire to cancel it. If you cancel an authorization it will not have any effect on information that we have already disclosed. Examples of uses or disclosures that may require your written authorization include the following:

A request to provide your private personal information to an attorney for use in a civil law suit.

Your Rights

The information contained in your record maintained by ShelterLink is the physical property of ShelterLink. The information in it belongs to you. You have the following rights:

Right to Request Restrictions – You have the right to ask us not to use or disclose your private personal information for a particular reason related to our services or our operations. That request must be made in writing to our Complaint Officer. We do not have to agree to your request. If we agree to your request, we must keep the agreement, except in the case of a medical emergency. Either you or ShelterLink can stop a restriction at any time.

Right to Inspect and Copy Your Protected Personal Information – You have the right to request to inspect and obtain a copy of your private personal information. You must submit your request in writing to our Complaint Officer. If you request a copy of the information or that we provide you with a summary of the information we may charge a fee for the costs of copying, summarizing and/or mailing it to you.

If we agree to your request we will tell you. We may deny your request under certain limited circumstances. If your request is denied, we will let you know in writing and you may be able to request a review of our denial.

Right to Request Amendments to Your Protected Personal Information – You have the right to request that we correct your private personal information. If you believe that any private personal information in your record is incorrect or that important information is missing, you must submit your request for an amendment in writing to our Complaint Officer.

We do not have to agree to your request. If we deny your request we will tell you why. You have the right to submit a statement disagreeing with our decision.

Right to an Accounting of Disclosures of Private Personal Information -You have the right to find out what disclosures of your private personal information have been made. The list of disclosures is called an accounting. The accounting may be for up to six (6) years prior to the date on which you request the accounting, but cannot include disclosures before July 1, 2004.

We are not required to include disclosures for services, payment or operations or for National Security or Intelligence purposes, or to correctional institutions and law enforcement officials. The right to have an account may be temporarily suspended if it will impede the agency's activities. The notice of suspension should specify the time for which such a suspension is required. Requests for an accounting of disclosures must be submitted in writing to our Complaint Officer. You are entitled to one free accounting in any twelve (12) month period. We may charge you for the cost of providing additional accountings.

Right to Obtain a Copy of the Notice – You have the right to request and get a paper copy of this notice and any revisions we make to the notice at any time.

Complaints

You have the right to complain to us and to the United States Secretary of Housing and Urban Development if you believe we have violated your privacy rights. There is no risk in filing a complaint.

If you are concerned that we may have violated your privacy rights, you disagree with a decision we made about access to your private personal information or in response to a request you made to amend or restrict the use or disclosure of your private personal information, or have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed in this notice.

To file a complaint with us, contact by phone or by mail:

Julie Dixon, Senior Director of Planning and Program Development
The Planning Council
5365 Robin Hood Road, Suite 700
Norfolk, VA 23513
Phone (757) 622-9268

Questions and Information

If you have any questions or want more information about this Notice of Privacy Practices, please contact:

Julie Dixon, Senior Director of Planning and Program Development
The Planning Council
5365 Robin Hood Road, Suite 700
Norfolk, VA 23513
Phone (757) 622-9268

A written request for information is defined under the **Your Rights** section of this notice. Complaints or questions may be made by phone or in writing. We support your right to protect the privacy of information. We will not retaliate in any way if you choose to file a complaint with us.

HMIS Standards of Care SVHC, GVPHC, and Lynchburg

The following standards apply to all HMIS users of the ShelterLink HMIS and will be subject to a compliance audit by the HMIS Administrator.

Data Collection and HMIS

Standard F1: The agency does not share HMIS data with any unauthorized entity.

Guideline F1: The agency has a policy that precludes unauthorized data sharing. The policy and Release of Information is available for review.

Standard F2: The agency collects, enters and extracts only HMIS data that are relevant to the delivery of homeless services.

Guideline F2: The agency has a policy regarding data collection, entry and extraction that specifies appropriate use of data. The policy is available for review.

Standard F3: The agency accurately enters all the required HMIS data by the 15th working day of the month following the end of the preceding quarter.

Guideline F3: The agency has a Quality Assurance plan in place and a monthly verification that data was entered accurately and by the 15th working day of the month following the end of the preceding quarter. The program can provide verification that the Systems Administrator implements the plan on a quarterly basis. A file review confirms that this has been completed.

Standard F4: The agency has completed a “ShelterLink User Policy, Responsibility Statement & Code of Ethics” agreement for each authorized system user and has provided a copy to The Planning Council.

Guideline F4: User agreements are up-to-date and on file at the agency and The Planning Council for each user. Agency user agreements are available for review and match the ShelterLink user list.

Standard F5: The agency limits access to information provided by the HMIS database to its own employees specifically for verifying eligibility for service, entering data for services provided, tracking client services, monitoring data quality, and evaluating programs.

Guideline F5: The agency has a policy regarding access to the HMIS database that is available for review. The policy should prohibit employees from using HMIS data in an unethical or unprofessional manner.

Standard F6: All staff entering/viewing HMIS data in the ServicePoint HMIS system must be appropriately trained and have an individual user license with a unique user name and password.

Guideline F6: The HMIS Administrator can describe training provided to staff and the process for ensuring that each user has a license with a unique name and password. Relevant documentation or tracking system is available for review.

Standard F7: As staff members no longer require access to the HMIS, their HMIS user accounts are immediately inactivated or changed to accommodate their change in status. The agency must contact the HMIS Administrator to make these changes.

Guideline F7: The agency has a written procedure for handling HMIS account activation and deactivation as a user's status changes. The written procedure is available for review.

Standard F8: Technical assistance requests and training issues should be limited to contact with the HMIS Administrator.

Guideline F8: The HMIS Administrator can describe how technical assistance requests are handled internally and how technical assistance and training needs are communicated to ShelterLink.

Standard F9: Signed "ShelterLink HMIS Client Release of Information" forms from clients are kept on file.

Guideline F9: The agency has a Quality Assurance Plan in place and monthly process that verifies that consent was obtained. Relevant documentation is available for review.

Standard F10: Service Items and/or Worksheets added to the HMIS database have entry and exit dates that accurately reflect the paper files or intake packets.

Guideline F10: The agency has a Quality Assurance Plan in place and a process for verifying that entry and exit dates in the files match the HMIS. The agency can produce actual files that contain information that matches the data entered into the HMIS.

Standard F11: The agency has a written policy that requires that staff inform clients of the purpose for data collection and explain client rights concerning the collection and use of their private information,

Guideline F11: Signs informing clients of the "purpose for data collection" and the agency privacy policy are posted and easily viewable in each area where intakes are completed. Intake staff can explain how they inform clients of these rights.

Standard F12: Agency computers used for accessing the HMIS are located in a secure location where access is restricted to authorized staff and employ screen and software security and access restriction measures.

Guideline F12: The agency has a written security procedures that includes the use of the following: for each work station -- locking screen savers, virus protection with auto-update, individual or network firewalls, software password recording features disabled; for digital data files and storage disks: encryption and password protections.