

# Imperial County CoC Homeless Management Information System (HMIS) Agency Participation Agreement

## I. Purpose

The Imperial County Homeless Management Information System (HMIS) is a web-enabled database used by homeless service providers within the Imperial County region to capture information about the persons they serve.

## II. Audience and Agreement

This Agency Participation Agreement (“Agreement”) permits the Participating Agency listed below and its users to access the HMIS on their computer system through an Internet connection. The Participating Agency is the “Agency” named in this agreement as participants of the HMIS. The HMIS “Users” are the guardians entrusted with personal data to be entered and used in the HMIS and the “Client” is the consumer of services. The HMIS Lead Agency serves as the “System Administrator” whose primary function is to manage the HMIS.

All agencies which are granted access to the HMIS must agree to abide by all laws, and the HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support the HMIS. Fees for HMIS use are outlined as Attachment A to this agreement.

***The signature of the Executive Director or authorized designee of the Participating Agency indicates agreement with the terms set forth for an HMIS account for the Agency.***

## III. Confidentiality and Informed Consent

The Agency agrees to abide by and uphold all privacy protection standards established by the HMIS as well as their respective agency’s privacy procedures. The Agency will also uphold relevant Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client’s guardian, unless otherwise provided for in the regulations or laws. Access to the HMIS is granted to the Participating Agency based on the following premises:

**Oral Explanation:** All clients will be provided an oral explanation stating their information will be entered into a computerized record keeping system. The Agency will provide an oral explanation of the HMIS and the terms of consent. The Agency is responsible for ensuring that this procedure takes place prior to every client interview.

**Written Explanation:** Each client whose information is being shared with another Participating Agency must agree via execution of the Multiparty Authorization form. A Client must be informed as to what information is being shared and with whom it is being shared.

**Information Release:** The Agency agrees not to release client identifiable information to any other organization that is not listed on the Multiparty Authorization form without proper client consent except as provided by federal and California State law. See Multiparty Authorization (Appendix B) and Legal Citations (Appendix I). Releasing information to another HMIS Participating Agency shall not constitute an unauthorized disclosure, even in the event that no authorization form is on file.

**Regulations:** The Agency will uphold all relevant Federal and California State confidentiality regulations to protect client records and privacy. In addition, the Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations. Specifically, but not limited to, the following:

- a. The Agency will abide specifically by the federal confidentiality rules as contained in the Code of Federal Regulations (CFR) 42 Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by CFR 42 Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
- b. The Agency will abide specifically with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information excluding treatment, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.

# Imperial County CoC Homeless Management Information System (HMIS)

## Agency Participation Agreement

- c. The Agency will abide specifically with the California Government Code 11015.5, and if applicable, CA Civil Code 1798, regarding Personal Information Collected on the Internet. In general, the Government Code ensures that any electronically collected personal information about clients cannot be shared with any third party without the client's written consent.

**Postings:** Privacy and Mandatory Collection notices (Appendices D and E) must be posted at the Agency.

- A. The Agency must post Privacy and Mandatory Collection notices at each intake desk or comparable location.
- B. Privacy and Mandatory Collection notices must be made available in writing at the client's request.
- C. If the Agency maintains a website, a link to the privacy notice must be accessible from the Agency's website.

### IV. Data Use

Data contained in the HMIS will only be used to support the delivery of homeless services in the Imperial County region. Each User will affirm the principles of ethical data use and client confidentiality as noted and contained in the HMIS User Agreement.

1. The Agency will not solicit or input information from clients unless it is essential to provide services, or conduct program evaluation.
2. The Agency understands that all client data will be maintained on a central server, which will contain all client information in an encrypted state. All client identifiable data is inaccessible to unauthorized users.
3. The Agency shall use the system to enter and corroborate services but not for location services for past due billing.
4. The Agency shall not be denied access to client data entered by the Agency. Agencies are bound by all restrictions placed upon the data by the client of any Participating Agency. The Agency shall diligently record in the HMIS all restrictions requested.
5. The Agency shall not knowingly enter false or misleading data under any circumstances.
6. The Agency shall maintain appropriate documentation of client consent to participate in the HMIS.
7. If a client withdraws consent for release of information, the Agency remains responsible to ensure that the client's information is unavailable to all other Agencies.
8. The Agency shall keep signed copies of the Multiparty Authorization form for a period of seven (7) years.

### V. Responsibilities

The Agency is responsible for ensuring that its staff does not intentionally or unintentionally misuse the HMIS. Such misuses are but are not limited to: damage of computing resources, obtaining unauthorized resources, taking resources from another user, gaining unauthorized access to resources, or otherwise using of computing resources without proper authorization.

1. The Agency will maintain an environment free of illegal or malicious acts and the Agency's users agree to never use the system to perform an illegal or malicious act. Any attempt to increase the level of access to which the User is authorized or any attempt to deprive other authorized Users of resources or access to HMIS shall be regarded as a violation of this Agreement that will be addressed as set forth in the HMIS Policies and Procedures.
2. Any User who finds a possible security lapse on the system is obligated to report it to the HMIS System Administrator immediately.
3. The HMIS software application was paid for with U.S. Department of Housing and Urban Development (HUD) grant funds. The maintenance, upgrades and license purchases are limited by the sanctions of the HUD grant.

### VI. System Usage

Computer Equipment and Services are intended for HMIS-related activities. Acceptable computer system use includes data intake, reports, research of Client, Client development, and public service purposes. Prohibited Usage includes, but is not limited to, the following activities: the sending of fraudulent, threatening, harassing, or obscene messages and/or materials; inappropriate mass mailing (spamming, flooding, bombing); creation or intentional distribution of computer viruses, worms, or Trojan horses; unauthorized access to or denial of service; attempted attacks on any computer system. Abusers are subject to sanctions as outlined in the HMIS Policies and Procedures.

### VII. Rights

The HMIS Lead Agency reserves all rights, including access audit, termination of agreements, of the HMIS application and the service resources that it owns and/or operates on behalf of the Continuum of Care. These procedures shall not be construed as a waiver of any rights of the HMIS Lead Agency or the Participating Agency, nor shall they conflict with applicable acts of law.

Imperial County CoC Homeless Management Information System (HMIS)  
**Agency Participation Agreement**

**VIII. Privileges**

The HMIS services and or equipment are a privilege and are assigned and managed by the HMIS Lead or designee(s). The Agency is responsible for proper use of the system as outlined in Section VI.

**IX. Confidentiality**

Although technological and procedural securities have been reasonably exhausted by the HMIS Lead to ensure client data confidentiality, this HMIS is being used by a multitude of end users and is therefore subject to the diligence to which the Participating Agencies' staff protects client records.

The protections that the HMIS put in place to protect client confidentiality include compliance with HUD Data and Technical Standards Final Notice, institution of a mandated HMIS training program for all HMIS users, consistent application of Policies and Procedures, and signed Agency End-User Agreements.

**X. Copyright**

The HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright. The number of copies and distribution of copies are to be managed by the HMIS Lead. Interference with measures used by copyright holders to protect copyrighted works is prohibited.

Agency users storing materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

**XI. Violations**

An individual violating any of the guidelines outlined in this agreement will be reported immediately upon discovery. Such suspected violations will be confidentially reported to the HMIS Lead and or the designee of that agency in accordance with the HMIS Policies and Procedures.

**Agreement**

I have read this HMIS Agency Participation Agreement and thoroughly understand that this technology is for HMIS purposes only and is to be used in accordance with the HMIS Policies and Procedures.

This Agreement is executed between the Participating Agency listed below and the Regional Task Force on Homelessness (RTFH) acting as the Imperial County HMIS Lead Agency and upon execution the Participating Agency will be given access to the HMIS. The Executive Director or Authorized Designees for each Agency will sign this agreement.

\_\_\_\_\_  
Participating Agency (Print)

\_\_\_\_\_  
HMIS Lead Agency (Print)

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Imperial County CoC Homeless Management Information System (HMIS)  
**Agency Participation Agreement**

**Regional Task Force on Homelessness Types of User Licenses**

**HMIS Clarity User License Fee Structure**

HMIS Participating Agencies can purchase two different types of licenses that their staff can use to access Imperial County’s HMIS software, Clarity: the Enterprise user license and the Manager license.

- **Enterprise User License:** The Enterprise User License includes access to Clarity’s core functionalities and includes everything necessary for compliance reporting, data entry, case management, and use of canned reports.
- **Manager License:** The Clarity Manager license includes access to agency and program management features.
- **All HMIS licensing fees are subject to change.**

**Fee Structure for Clarity Licenses**

Type of License	Fee Structure
<b><i>Clarity Enterprise User License</i></b>	<b>Initial Setup Fee:</b> \$175/new user license  <b>Monthly access fee (to be billed on a quarterly basis):</b> \$25.75/user license
<b><i>Clarity Manager License**</i></b>	<b>Initial Setup Fee:</b> \$250/new Manager license  <b>Monthly access fee (to be billed on a quarterly basis):</b> \$56.75/Manager license
<b><i>Agency License Fee</i></b>	<b>Each HMIS Participating Agency will be billed a monthly Agency License Fee per HMIS Agency present in the system</b>  <b>Monthly fee (to be billed on a quarterly basis):</b> \$10/Agency
<b><i>Looker Add-on</i></b>	<b>Add-on to Existing User License</b>  <b>Monthly access fee (to be billed on a quarterly basis):</b> \$10/user license

**Waiver Policy Statement**

Waiver (or reduction) of fees for hardship may be submitted to RTFH and may be granted upon review. Requests for waivers must be submitted prior to the start of the upcoming billing cycle, so by January 1<sup>st</sup> of the year a waiver is being requested for.

**Fees for other Requests**

Other requests, including but not limited to custom reporting, data export/import and data integration projects, will be considered on a case-by-case basis. Cost estimates will be developed based upon a statement of work for the requested project.

**Payment Methods**

The Administrative Entity (Imperial County Department of Social Services) will bill the participating agency for their licensing. The Participating Agency will be expected to pay the invoice within 30 days of receipt

**Multiparty Authorization to Use and/or Disclose Information  
To Receive Coordinated Care, Referrals and Services,  
Please Review and Sign this Authorization Form.**

**ABOUT RTFH HMIS:** The Imperial County Homeless Management Information System (HMIS) is managed by Regional Task Force on Homelessness (RTFH). Information will be shared with those Participating Agencies within the HMIS Trust Network that provide services that can address your needs to coordinate referrals and services, track your progress and evaluate our success, among other things.

We are committed to protect your information from unlawful disclosure. This Authorization permits a Participating Agency to re-disclose health information to another Participating Agency and the information may no longer be protected under applicable health privacy laws. However, even if the Participating Agency is not subject to health privacy laws, RTFH and the Participating Agencies within the HMIS Trust Network are still required to employ administrative, technical, and physical safeguards to protect all information collected under this Authorization and use and disclose information in accordance with federal and state law.

---

By signing this form I authorize and request the Regional Task Force on Homelessness (RTFH), and Participating Agencies within the HMIS Trust Network that they may refer me to or who may already be providing me with services to collect, record, use, and share my personally identifiable health, financial, housing, employment, and other relevant information with each other in order to assess my healthcare, housing, financial, and other needs, and to coordinate my care and provide comprehensive services to me.

The types of information that may be collected, used, and shared pursuant to this authorization includes, without limitation, the following to be shared in both HMIS:

- **Identifying Information:** Name, age, date of birth, social security number, address, personal ID, race, ethnicity, gender, contact information and contact information for family members, spouse, and my personal representatives
- **Housing:** Current location, destination, period of homelessness, prior residence, and local assessment data related to housing
- **Financial:** Employer, employment status, income, and non-cash benefits

**Multiparty Authorization to Use and/or Disclose Information**

- **Military:** Veteran status
- **Health Information:** Health and disability conditions and health insurance
- **Sensitive Information:** Drug, alcohol, and substance abuse, AIDS and HIV status, disabling conditions, developmental disabilities, mental health, and domestic violence information

**Right to Decline or Revoke:** I understand that I have the right to decline to share data or to revoke previous Authorization to share at any time by completing the Decline/Revocation form found at <https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/> and sending it to RTFH at: [support@rtfhsd.org](mailto:support@rtfhsd.org) or by mailing it to the Regional Task Force on Homelessness, 4699 Murphy Canyon Road, Suite 104, San Diego, CA 92123.

**Expiration/Renewal:** Unless otherwise revoked, to the fullest extent allowed by law, this Authorization shall remain valid for seven (7) years from the Effective Date indicated below. This Authorization may be renewed with my written consent.

**Other Rights:** I understand that authorizing the disclosure of information is voluntary and I can refuse to sign. I do not need to sign this form to be assured of housing and/or health care treatment services or enrollment in a housing program or health plan. However, if this Authorization is required for RTFH, and the Participating Providers within the HMIS Trust Network to provide coordinated referrals and services and if I do not sign this Authorization, then my receipt of housing or other services may be limited or delayed.

**Right to a Copy of My Information:** I understand that I may inspect or obtain a copy of the information to be used or disclosed from my providers.

**Right to a Copy of this Authorization:** I have right to receive a copy this Authorization.

**Authorized Participating Agencies:** The current list of Participating Agencies with whom RTFH may share my information will be posted on IVCC's website:

<https://www.imperialvalleycontinuumofcare.org/>.

Imperial County CoC Homeless Management Information System (HMIS)  
**Multiparty Authorization to Use and/or Disclose Information**

**Client Information**

_____		_____
Client/Head of Household Name		Date of Birth
_____	_____	_____
Mailing Address/Place of Stay	Phone Number	Email

**Signature of Individual or Legal Representative**

_____	_____	_____
Client Signature	Client Name	Date

# Imperial County CoC Homeless Management Information System (HMIS)

## User Agreement

### Purpose

The HMIS recognizes the priority of client needs in the design and management of the HMIS. These needs include both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in Imperial County, and the need to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, HMIS end-users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed, and used appropriately. It is also the responsibility of each employee, volunteer, and any other person with access to the HMIS to ensure that client data is only used to the ends to which it was collected, the ends that have been made explicit to clients and are consistent with the mission of the HMIS, to use the HMIS to advance the provision of quality services for homeless person, improve data collection, and promote more responsive policies to end homelessness in Imperial County.

Proper user training, adherence to the HMIS Policies and Procedures, and a clear understanding of client confidentiality and HMIS user responsibility are vital to achieving these goals.

### Client Confidentiality

- A Multiparty Authorization form must be signed by each client whose data is to be shared within the HMIS. Client authorization may be revoked by that client at any time through a written notice.
- No client may be denied services for failure to provide authorization for HMIS data collection. Clients have a right to inspect, copy and request changes in their HMIS records.
- HMIS end-users may not share HMIS client data with individuals or agencies that have not entered into an HMIS Agency Participation Agreement or obtained written permission from that client.
- Excluding information shared in the client profile, HMIS users may not share client data with any agency that is not specified without obtaining a written permission from the client.
- HMIS end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- Personal User Identification (User ID) and Passwords must be kept secure and are not to be shared.
- Confidential information obtained from the HMIS is to remain confidential, even if the individual's relationship with the participating agency changes or concludes.
- Misrepresentation of the client data by entering known or inaccurate information is prohibited. Any information that is not given by the client should be marked unknown.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the HMIS. Profanity and offensive language are not permitted in the HMIS.
- The HMIS is to be used for business purposes only. Transmission of material in violation of Federal or California State regulations or laws is prohibited and includes material that is copyrighted, and/or judged to be threatening or obscene. The HMIS will not be used to defraud the Federal, State, or local government or an individual entity or to conduct any illegal activity.
- Any HMIS end-user found to be in violation of the HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, will result in immediate suspension of access to the HMIS and may jeopardize your employment status with the participating agency.

### Ethics

These general principles form the ethical or professional standards of conduct necessary for access to HMIS. Each end user shall adhere to the delivery of services with the highest standards of professionalism, integrity, and competence.

1. Treat both clients and fellow employees respectfully, fairly and honestly at all times.
2. Perform all duties in compliance with the spirit and letter of federal, state and local laws and avoid any involvement in illegal, unethical or improper conduct.
3. Conduct duties in conformance with all company policies and procedures.
4. Create a work environment that promotes open and honest communications and encourages raising ethical concerns without fear of retribution or retaliation.
5. Assume responsibility for knowing, understanding and having a practical working knowledge of the laws and regulations applicable to your job.



# Imperial County CoC Homeless Management Information System (HMIS) User Agreement

## User Responsibilities

- I affirm I have received training in using the HMIS, which is valid for one (1) year. I must attend an HMIS User Refresher training annually.
- I must login to the HMIS within thirty (30) days of receiving training. If I do not login within thirty (30) days of receiving training, I will be required to attend another training.
- I agree to maintain an active user status in HMIS by making sure to login to HMIS at least once every 180 days.
- I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual.
- I will maintain the confidentiality of client data in the HMIS as outlined above and in the HMIS Policies and Procedures Manual.
- I will only collect, enter and extract data in the HMIS relevant to the delivery of services to people in housing crisis in the Imperial County region. I agree to use the data within the HMIS only for the purposes of homeless service delivery.
- I understand that my User ID and Password are for my use only and must not be shared with anyone, and I agree to take all reasonable precautions in keeping my password physically secure.
- I agree to refrain from leaving my computer unattended while logged into the system and further agree to log out of the system before leaving my work area.
- I agree to properly protect and store in a secure location client specific hardcopy information printed from the HMIS.
- I agree to notify my Agency Administrator and/or HMIS System Administrator in the case where I suspect that the HMIS security has been compromised.
- I agree, to the best of my ability, to enter and maintain accurate information into the HMIS.

Failure to comply with the provisions of this User Agreement, including Client Confidentiality, Ethics, and Responsibilities, is grounds for immediate termination of access to the HMIS. The signature below indicates an agreement to comply with the client confidentiality and user responsibilities. There is no expiration date of this agreement. My signature indicates that I have read this User Agreement, I am aware of my responsibilities, agree to abide by these standards of ethical conduct, have had the opportunity to ask questions, and agree that when I am in doubt as to the right action, I will seek support and advice from my supervisor or management.

<b>User's Name</b>	
<b>User Signature</b>	
<b>Date</b>	

Imperial County CoC Homeless Management Information System (HMIS)  
**Notice of Privacy Practices**

Effective Date: \_\_\_\_\_

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

If you have any questions about this Notice, you may contact either your service provider, or:

Regional Task Force on Homelessness  
4699 Murphy Canyon Rd., San Diego, CA 92123  
858-292-7627

Your information is personal, and the Regional Task Force on Homelessness (RTFH) is committed to protecting it. Your information is also very important to our ability to provide you with quality services, and to comply with certain laws. This notice describes the privacy practices our employees and other personnel are required to follow in handling your information.

**We are legally required to:** Keep your information confidential, give you this notice of our legal duties and privacy practices with respect to your information, and comply with this notice.

**CHANGES TO THIS NOTICE**

We reserve the right to revise or change the terms of this Notice, and to apply those changes to our policies and procedures regarding your information. To obtain a copy of this notice you can either ask your treatment provider or any staff person, or go to the RTFH's web site at <http://www.rtfhsd.org/>.

**HOW WE MAY USE AND DISCLOSE YOUR INFORMATION**

**For Housing:** We create a record of your information including housing services you receive at our partner agencies. We need this record to provide you with quality services and to comply with certain legal requirements.

Your service team may use or disclose your information to other personnel who are involved in providing services for you. For example, a housing navigator may need to know disability information to provide appropriate housing resources. Your service team may share your information in order to coordinate the different things you need, such as referrals and services.

We also may use and disclose your information to people outside this agency who may be involved in your service coordination when you access services from our partner agencies.

We may use and disclose your information to contact you with a reminder that you have an appointment and you have the right to tell us how you want to receive appointment reminders. At your request, a form will be provided to you for that purpose.

We may use and disclose your information to recommend service options or alternatives that may be of interest to you. Additionally, we may use and disclose your information to tell you about health-related benefits or services that may be of interest to you for example, Medi-Cal eligibility or Social Security benefits. You have the right to refuse this information.

**For Service Corroboration:** We may use or disclose basic information about you so that you do not have to provide information more than once. This sharing, only when you access one of the participating agencies, can help avoid duplication of services and referrals that you are already receiving.

**For RTFH Operations:** We may use and disclose information about you for administrative operations. These uses and disclosures are necessary to run our agency and make sure that all of our clients receive quality services. For example, we may use information to review our services and evaluate the performance of our staff in providing those services.

We may also combine information from our participating agencies to decide what additional services should be offered, what services are not needed, and whether certain new services might be effective.

We may also combine the information with information from other agencies to compare how we are doing and see where we can make improvements in the services we offer. We may de-identify your information so others may use it to study services delivery without learning who the specific clients are.

Unless you object, we may disclose your information to any other person identified by you who is involved in your services. Your objection must be in writing (at your request, a form will be provided to you for this purpose). We will not honor your objection in circumstances where doing so would expose you or someone else to danger.

In the event of a disaster, we may disclose your information to a housing disaster relief agency.

## **USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION**

**Research:** Under certain circumstances, we may use and disclose information about you for research purposes. For example, a research project may involve comparing your service levels and of all clients who received similar services. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of information, trying to balance the research needs with clients' need for privacy of their information. Before we use or disclose information for research, the project will have been approved through a research approval process, but we may, however, disclose information about you to people preparing to conduct a research project, for example, to help them look for clients with specific needs, so long as the information they review does not leave our agency.

**As Required by Law:** We will use and disclose information when required to do so by federal or state law or regulation.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose your information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**Public Health Activities:** We may disclose your information for public health activities such as to report the abuse or neglect of children, elders and dependent adults.

**Abuse, Neglect or Domestic Violence:** We may disclose your information when notifying the appropriate government authority if we believe you have been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

**Oversight Activities:** We may disclose your information to a federal oversight agency, such as the Department of Housing and Urban Development, for activities authorized by law. These oversight activities are necessary for the government to monitor government service programs, and compliance with civil rights laws.

**Court Orders and Subpoenas:** If you are involved in a lawsuit or a dispute, we may disclose your information in response to a court or administrative order. We may also disclose your information in response to a subpoena, discovery request, or other lawful process by someone else involved in a dispute.

**Law Enforcement:** We may disclose your information if asked to do so by law enforcement officials in any of the following circumstances:

- In response to a court order, subpoena, warrant, summons or similar process;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;
- About criminal conduct at any of our facilities; or
- In emergency circumstances to report a crime; the location of the crime, the victim(s); or the identity, description or location of the person who committed the crime.

### **OTHER USES OF YOUR INFORMATION**

Other uses and disclosures of your information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us authorization to disclose your information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your information for the reasons covered by the authorization, except that, we are unable to take back any disclosures we have already made when the authorization was in effect, and we are required to retain our records of the services that we provided to you.

### **YOUR RIGHTS REGARDING INFORMATION ABOUT YOU**

**Right to Inspect and Obtain Copies:**

With certain exceptions, you have the right to inspect and obtain copies of your information from our records. To inspect and obtain copies of your information, you must submit a request in writing to your service provider where you received services. If you request a copy of your information, they may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and obtain copies of parts of your information. If you are denied the right to inspect and obtain copies of your information in our records, you may appeal this decision and request that another services professional designated by the RTFH, who was not involved in your treatment review the denial. (At your request, a form will be provided to you for this request.)

**Right to Request an Amendment:** If you feel that your information in our records is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as we keep the information. To request an amendment, you must submit a request in writing to your service provider. In addition, you must tell your provider the reason for the amendment, and at which agency you want your request to apply to. Your request will become part of your record. (At your request, a form and a list of participating agencies will be provided to you for this purpose.)

**Right to Request Restrictions:**

You have the right to request that we follow additional, special restrictions when disclosing your information. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment as determined by a doctor. To request restrictions, you must

make your request in writing to your service provider. In your request, you must tell us what information you want to limit, the type of limitation, and to whom you want the limitation to apply.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you about appointments or other matters related to your services in a specific way or at a specific location. For example, you can ask that we only contact you at work, or by mail at a post office box. To request confidential communications, you must make your request in writing to your Agency case manager or the person in charge of your services. Your request must specify how or where you wish to be contacted.

**Right to a Paper Copy of This Notice:** You may ask us for a paper copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are entitled to receive a paper copy of this Notice. To obtain a paper copy of this Notice, ask any staff person. You may also obtain a copy of this Notice at our website [www.rtfhsd.org](http://www.rtfhsd.org).

## COMPLAINTS

You have the right to file a complaint if you believe that RTFH staff has not complied with the practices outlined in this Notice. All complaints must be submitted in writing. You will not be penalized in any way for filing a complaint.

If you believe your privacy rights have been violated, you may file a complaint with the RTFH.

To file a complaint with the RTFH, contact:  
Regional Task Force on Homelessness  
4699 Murphy Canyon Rd., San Diego, CA 92123  
858-292-7627

To file a complaint with the State of California, contact:  
[www.privacy.ca.gov](http://www.privacy.ca.gov)  
866-785-9663  
800-952-5210

## ACKNOWLEDGEMENT OF RECEIPT

Our Notice of Privacy Practices provides information about how we may use and disclose your protected information. We encourage you to read it in full.

Our Notice of Privacy Practices is subject to change. If we change our notice, you may obtain a copy of the revised notice by accessing our web site, <http://www.rtfhsd.org/> or by contacting any staff person involved in your services.

If you have any questions about our Notice of Privacy Practices, please contact:  
Regional Task Force on Homelessness  
4699 Murphy Canyon Rd., San Diego, CA 92123  
858-292-7627

Imperial County CoC  
Homeless Management Information System (HMIS)

**MANDATORY COLLECTION NOTICE**

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 as mandated by law or as requested from entities that fund this program. Other personal information we collect is necessary to operate programs, improve services, and better understand homelessness. We collect appropriate information only.

A Privacy Notice is available upon request.

Imperial County CoC Homeless Management Information System (HMIS)

**Client Revocation of Authorization to Release Information**

I, \_\_\_\_\_, hereby revoke permission for this agency to share my personal information in the Imperial County CoC Homeless Management Information System (HMIS).

I understand that my information will remain in HMIS as part of the non-identifying data collected on homeless services provided by the Imperial County Continuum of Care (CoC) and I understand that my information will only be used according to the procedures outlined in the RTFH's HMIS Notice of Privacy Practices document.

I understand that information that has already been entered will remain in the system. By canceling my agreement for sharing information within the HMIS, my personal information that has been saved will be restricted.

I further understand that this revocation of data sharing only applies to information within the HMIS. Any information which was shared or retained outside of HMIS is not affected by this revocation. By signing, I acknowledge and understand that this Client Revocation of Consent to Release Information applies only to the sharing of information within the HMIS from this day forward.

I also understand that the disclosure of my non-identifying information may be required in some instances which are outlined in the RTFH's HMIS Notice of Privacy Practices document.

The Imperial County CoC HMIS Lead Agency and this agency are hereby released from any legal responsibility or liability for the release, use or disclosure of information I previously authorized.

_____	_____	_____
Client Name	Date of Birth	Social Security Number
_____	_____	_____
Client Signature	Date	
_____	_____	_____
Agency Staff	Agency Staff Signature	
_____	_____	_____
Agency Name	Date	

Imperial County CoC Homeless Management Information System (HMIS)

**How to File a Privacy Complaint**

If you feel that a violation of your rights as an HMIS client has occurred, or if you disagree with a decision that has been made about your Protected HMIS Information, you may complete this form and submit to the HMIS Lead Agency, the Regional Taskforce on Homelessness. Please complete this form only after you have exhausted the grievance procedures for the agency providing you housing and/or services. **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 (thirty) days via the grievance method of your choice.

**Grievances must be submitted in writing**

**to:** Regional Taskforce on Homelessness

4699 Murphy Canyon Rd.

San Diego, CA 92123

**Brief Description of grievance (what happened):**


\_\_\_\_\_  
Date(s) of offense(s)

\_\_\_\_\_  
Name of Individual(s) who violated your rights

\_\_\_\_\_  
Name of Agency(ies) who violated your rights

**Your Contact Information**

Your Name	
Phone Number and/or Email Address	
Mailing Address	
Today's Date	

*HMIS Lead Agency Use Only*

Response Date	
Recommendation to Agency	



**Imperial County CoC Homeless Management Information System (HMIS)  
Policies and Procedures Legal Framework**

a.	Handwritten by the person who signs it or is in typeface no smaller than 14-point type. [Cal. Civil Code 56.11(a)]
b.	Authorization is not combined with any other document to form a compound authorization. [45 CFR 164.508(b)(3)] Cal. Civil Code 56.11(b)
c.	Provides a specific and meaningful description of the information to be disclosed, including specific records and service dates. [45 CFR 164.508(c)(1)(i), and 42 CFR 2.31(3) requires patient NAMES and what kind of information]
d.	A specific division is identified as the one authorized to disclose the medical record. [45 CFR 164.508(c)(1)(ii); Cal. Civil Code 56.11(e) and 42 CFR 2.31(1)]
e.	Provides the name or other specific identification of the person(s) or entity(ies) to whom disclosure can be made. [45 CFR 164.508(c)(1)(iii); Cal. Civil Code 56.11(f) and 42 CFR 2.31(2)]
f.	Provides a statement of the purpose, and limitations, of the requested disclosure (which may be “at the request of the client”), including any limitations on the use of the information. [45 CFR 164.508(c)(1)(iv); Cal. Civil Code 56.11(g) and 42 CFR 2.31(4)]
g.	Provides an expiration date or a valid expiration event when information may no longer be disclosed, AND the date has not passed nor has the expiration event occurred. [45 CFR 164.508(b)(2)(i), 45 CFR 164.508(c)(1)(v), Cal. Civil Code 56.11(h) and 42 CFR 23.1(7) and (9)]
h.	Signed and dated by client or client’s authorized personal representative. If signed by the authorized personal representative, a description of such representative’s authority to act for the client is provided. [45 CFR 164.508(c)(1)(vi), Cal. Civil Code 56.11(c) and 42 CFR 2.31(6)]
i.	Statement of client’s right to revoke the authorization, exceptions to this right, and a description of how to revoke (a reference to the same information in the Notice of Privacy Practices may be provided instead of the last two items). [45 CFR 164.508(c)(2)(i) and (a); Cal. Civil code 56.15 and 42 CFR 2.31(8)]
j.	Statement that treatment, payment, enrollment or eligibility for benefits in health care services or health plan may NOT be conditioned upon signing the authorization. [45 CFR 164.508(c)(2)(ii)(A)]
k.	Statement regarding the potential that the information disclosed pursuant to the authorization may be re-disclosed by the recipient and, if so, it may no longer be protected by a federal confidentiality law (i.e., HIPAA) if the recipient of the medical record is not subject to such federal confidentiality law. [45 CFR 164.508(c)(2)(iii)]
l.	Statement that person signing the authorization has the right to (or will receive) a copy of the authorization. [45 CFR 164.508(c)(4) and Cal. Civil Code 56.11(i)]

# Imperial County CoC Homeless Management Information System (HMIS)

## Policies and Procedures Revision History

<b>Version Number</b>	<b>Date</b>	<b>Author/Owner</b>	<b>Description of Change</b>
1.1	April 21, 2016	Regional Taskforce on Homelessness	Approval of HMIS Policies and Procedures by the Regional Continuum of Care Council Governance Board
1.1	October 10, 2016	Regional Taskforce on Homelessness	Addition of new agencies to HMIS Trust Network/Multiparty Authorization
1.1	November 3, 2016	Regional Taskforce on Homelessness	Addition of new agencies to HMIS Trust Network/Multiparty Authorization
1.1	December 10, 2016	Regional Taskforce on Homelessness	Addition of new agencies to HMIS Trust Network/Multiparty Authorization
1.1	September 1, 2017	Regional Taskforce on Homelessness	Addition of new agencies to HMIS Trust Network/Multiparty Authorization. Other changes made to MPA include clarifying language, extending the term, adding a section to collect client contact information, and making it available in Spanish and as a fillable PDF.
1.2	September 21, 2017	Regional Taskforce on Homelessness	Administrative changes to the Policies and Procedures Manual and appendices. Clarifying language added to Agency Participation Agreement.
1.3	January 27, 2020	Regional Taskforce on Homelessness	Administrative changes to the Policies and Procedures. Updating our previous HMIS Vendor, and other edits pertaining to this change.
1.3	January 27, 2020	Regional Taskforce on Homelessness	Administrative changes to the Policies and Procedures. Making edits pertaining to the most recent HMIS Data Standards (i.e. FY 2020 HMIS Data Standards Manual).
1.3	January 27, 2020	Regional Taskforce on Homelessness	Administrative changes to the Policies and Procedures. Making edits to the Table of Contents to include some missing sections, and updating titles.
1.4	June 23, 2020	Regional Taskforce on Homelessness	Administrative changes to the Policies and Procedures. Making edits to the User Agreement to include Clarity processes and remove ServicePoint processes.
1.5	March 18, 2021	Imperial County Administrative Entity	Administrative Changes for changes related to Imperial Valley Continuum of Care Council (IVCCC)
1.6	March 30, 2022	Regional Taskforce on Homelessness	The RTFH logo and company name has been updated.
1.7	March 30, 2022	Regional Taskforce on Homelessness	Administrative changes to HMIS User Role in response to updated license structure.
1.8	March 30, 2022	Regional Taskforce on Homelessness	Administrative changes to the Agency Participation Agreement Fee Structure for Clarity licenses.
1.9	March 30, 2022	Regional Taskforce on Homelessness	Removed language for 2-1-1 San Diego from Imperial CoC MPA.

Imperial County CoC Homeless Management Information System (HMIS)

**Policies and Procedures Revision History**

1.10	March 30, 2022	Regional Taskforce on Homelessness	Administrative changes to the Notice of Privacy Practices. The signature portion of this document has been removed.
1.11	March 30, 2022	Regional Taskforce on Homelessness	Summary of Privacy Practices has been removed from appendix.