

**County of Riverside Continuum of Care  
Homeless Management  
Information System (HMIS) Charter**



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# 1. VISION FOR RIVERSIDE COUNTY HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

## 1.1 The Purpose of HMIS

The purpose of HMIS is to record and store client-level information about the numbers, characteristics and needs of persons who use homeless housing and supportive services and about persons who receive assistance for persons at risk of homelessness over time, to produce an unduplicated count of homeless persons for each Continuum of Care, to understand the extent and nature of homelessness locally, regionally and nationally, and to understand services use and measure the effectiveness of programs.

## 1.2 Benefits of a Local HMIS

The development of a local HMIS is about bringing the power of computer technology to the day-to-day operations of individual homeless assistance providers, knitting together providers within a local community in a more coordinated and effective housing and services delivery system for the benefit of homeless clients and obtaining and reporting critical aggregated information about the characteristics and needs of homeless persons.

An HMIS provides significant opportunities to improve access to and delivery of housing and services for people experiencing homelessness. An HMIS can accurately describe the scope of homelessness and the effectiveness of the efforts to ameliorate it. An HMIS can strengthen community planning and resource allocation.

# 2. HMIS DEFINITIONS

**Annual Homeless Assessment Report (AHAR):** HUD’s annual report to Congress on the nature and extent of homelessness nationwide.

**Annual Performance Report (APR):** A reporting tool that HUD uses to track progress and accomplishments of projects funded by HUD on an annual basis (Formerly known as the Annual Progress Report).

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

**Chronically Homeless:** A homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each

period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.

**Literally Homeless:** An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning the individual or family has a primary nighttime residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designed to provide temporary living arrangements. The category also includes individuals who are exiting an institution where he or she resided for 90 days or less who resided in an emergency shelter or place not meant for human habitation immediately prior to entry into the institution.

**Imminent Risk of Homelessness:** An individual or family who will imminently lose (within 14 days) their primary nighttime residence provided that no subsequent residence has been identified and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

**Homeless Under Other Federal Statutes:** Unaccompanied youth (under 25) or families with children and youth who do not otherwise qualify as homeless under this definition and are defined as homeless under another federal statute, have not had permanent housing during the past 60 days, have experienced persistent instability, and can be expected to continue in such status for an extended period of time.

**Fleeing/Attempting to Flee DV:** Any Individual or family that is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, or stalking.

**Continuum of Care (CoC):** The primary decision-making entity defined in the funding applications to HUD as the official body representing 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.

**CoC Program:** A program identified by the CoC as part of its services system, whose primary purpose is to meet the specific needs of people who are experiencing a housing crisis. Continuum of Care Program may include: Homeless Assistance Programs and Homelessness Prevention Programs.

**Data Recipient:** A person who obtains PPI from an HMIS Lead Agency or from a HMIS Participating Agency for research or other purpose not directly related to the operation of the HMIS, CoC, HMIS Lead Agency, or HMIS Participating Agency.

**HMIS User:** An employee, volunteer, affiliate, associate, and any other individual acting on behalf of a HMIS Participating Agency or HMIS Lead Agency who uses or enters data into the

HMIS or another administrative database from which data are periodically uploaded to the HMIS.

**Homeless Assistance Program:** A program whose primary purpose is to meet the specific needs of people who are literally homeless. Homeless assistance programs include outreach, emergency shelter, transitional housing, rapid re-housing, permanent housing, and permanent supportive housing.

**Homeless Management Information System (HMIS):** A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

**Homelessness Prevention Program:** A program whose primary purpose is to meet specific needs of people who are at risk of homelessness. Homelessness prevention programs include programs identified by the CoC as part of its service system.

**HMIS Lead Agency:** An organization designated by a CoC to operate the CoC's HMIS on its behalf.

**HMIS Participating Agency:** A contributory agency that makes reasonable efforts to record all the universal data elements and all other required data elements as determined by HUD funding requirements on all clients served and discloses these data elements through agreed upon means to the HMIS Lead Agency.

**HMIS Participating Bed:** For any residential homeless program, a bed is considered a "participating HMIS bed" if the program makes a reasonable effort to record all universal data elements on all clients served in that bed and discloses that information through agreed upon means to the HMIS Lead Agency.

**HMIS Software Solution Provider:** An organization that sells, licenses, donates, builds or otherwise supplies the HMIS user interface, application functionality and database.

**HMIS Vendor:** A contractor who is paid to provide services for the operation of a CoC's HMIS. An HMIS vendor includes an HMIS software solution provider, web server host, and data warehouse provider, as well as a provider of other contracted information technology or support.

**Protected Personal Information (PPI):** Information about a client: (1) whose identity is apparent from the information or can reasonably be ascertained from the information; or (2) whose identity can, taking into account any methods reasonably likely to be used, be learned by linking the information with other available information, or by otherwise manipulating the information.

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

**Research:** A systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to general knowledge.

**Unduplicated Accounting of Homelessness:** An unduplicated accounting of homelessness includes measuring the extent and nature of homelessness (including an unduplicated count of homeless persons), utilization of homelessness programs over time, and the effectiveness of homelessness programs.

**Unduplicated Count of Homeless Persons:** An enumeration of homeless persons where each person is counted only once during a defined period of time.

**Victim Services Provider:** A nonprofit or nongovernmental organization including rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking.

### **3. CONTINUUM OF CARE STRUCTURE**

The County of Riverside Continuum of Care (CoC) is comprised of public and private agencies along with community residents including homeless and formerly homeless individuals. The CoC was designed to assess the need for homeless and affordable housing services and to develop and recommend a Continuum of Care Plan for the region on behalf of at-risk and homeless individuals and families.

### **4. STANDARDS FOR HMIS GOVERNANCE**

#### **4.1 CoC Board of Governance**

A member of the HMIS Administrators Council will attend the scheduled CoC Board of Governance meetings.

#### **4.2 HMIS Administrators Council**

**Policy:** The HMIS Administrators Council is made up of members from the community who uses the HMIS Application and/or are Agency Administrators. Council members are required to attend not less than 75% of scheduled meetings per year. The purpose of these meetings is to: review and maintain compliance of the HMIS Charter, support the point-in-time count, review HMIS Participating Agencies compliance reports, and plan/participate in HMIS compliance monitoring.

#### **Description:**

To ensure every HMIS Participating Agency is compliant with HUD and County mandated policies and procedures, it is necessary that all HMIS Participating Agencies be involved in the formulation of these policies and procedures. These meetings will give HMIS

Participating Agencies the opportunity to voice their concerns as well as determine what and how the policies are written and enforced. The HMIS Administrators Council is also responsible for reviewing HMIS compliance reports and monitoring HMIS implemented program sites.

**Procedures:**

1. The HMIS Administrators Council Chair and vice chair with input from Council Members, will host, moderate, and determine where each meeting will take place.
2. The agenda, with topics to be covered, will be distributed to each participating member prior to the meeting, in accordance **with the Brown Act**.
3. Members wishing to add items to the agenda can do so by sending their requests to the HMIS Administrators Council Chairperson.
4. Changes and additions to the HMIS Charter require council approval. All requests for changes, additions or deletions must be submitted on a Request for Policy Change or Addition Form in order to be considered by the council.
5. Minutes of each meeting will be distributed to each HMIS Council Member **at least** (1) one week before the next scheduled HMIS Administrators Council Meeting.
6. HMIS Administrators Council attendance will be used as criteria on the HUD CoC Competition Scorecard.

**Best Practices:**

1. Agencies are strongly encouraged to nominate topics they feel should be discussed.
2. Agencies are encouraged to share their ideas and best practices that they feel others in the community would benefit from as well.

### **4.3 Requests for Policy Addition, Deletion, or Change**

**Policy:** All requests for changes to the Charter will be made in writing and tracked by the HMIS Lead Agency staff. Requests will be received and voted on by the HMIS Administrators Council prior to being inserted into the HMIS Charter.

**Description:**

All requests for changes, additions, or deletions to the HMIS Charter must be submitted in writing in order to be considered. All Riverside County CoC members are welcome to submit requests. Submitting a request does not guarantee approval of the request. It is recommended that members, who wish to submit a request, attend the HMIS Administrators Council meeting at which the request will be presented to the council.

**Procedures:**

1. Complete an HMIS Request for Policy Addition, Deletion, or Change form and submit it to HMIS Support.

By E-mail:  
HMISsupport@rivco.org

By fax:  
Attn: HMIS Support  
(951) 358-5662

2. Approved requests will be inserted in the HMIS Charter and uploaded to the HMIS website:  
<https://www.harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx> within 7 business days following approval by the HMIS Administrators Council.

## 5. HMIS DATA QUALITY STANDARDS

### 5.1 Applicability, Purpose and Goals

The Data Quality Standards provide a framework for ensuring that our community implements procedures that result in good quality HMIS data. These standards apply to the HMIS Lead Agency, CoC membership and HMIS Participating Agencies. The Data Quality Standard is intended to comply with HUD's vision for data quality. The document can be accessed at <https://www.hudexchange.info/resources/documents/coc-data-quality-brief.pdf>

#### 5.1.1 Data Quality Plan

**Policy:** The HMIS Lead Agency will develop and implement a data quality plan to ensure consistent data collection and data quality across all HMIS Participating Agencies (**see Appendix G**).

**Description:**

1. At a minimum, the data quality plan will include the following elements:  
Identify the responsibilities of all parties in the CoC (CoC primary decision-making entity, HMIS Lead Agency, HMIS Participating Agencies, HMIS Users) with respect to achieving good quality HMIS data.
2. Benchmarks for data timeliness, data accuracy, and data completeness, which are consistent with the **2022 HMIS Data Standards Manual effective October 1, 2021**. The most recent version is available at <https://files.hudexchange.info/resources/documents/FY-2022-HMIS-Data-StandardsManual.pdf>

### 5.2 Reduce Duplications in HMIS for Every HMIS Participating Agency

**Policy:** In order to reduce the duplication of client records, HMIS Users should always search for the client in HMIS before creating a new client record.

**Description:**

The burden of *not* creating duplicate records falls on each participating agency. The HMIS application does not prevent duplicate client records from entering the database. Therefore each user must search the database for every new client. If the client is not found, then the user adds the new client record. If matches are found, the user must determine if any of the records found match their client. Having multiple (duplicate) records in the database for a single client creates confusion and the storage of inaccurate information.

**Procedures:**

1. When an HMIS user is collecting data from a client, the HMIS user will first attempt to locate that client in the system by searching (Find Client button) for them by either name (first, last, and middle), date of birth (DOB), or social security number (SSN).
2. If no matches are found on the database for this client, the HMIS user will continue to add the basic Universal Data elements for the client's intake.

**Best Practices:**

1. Perform more than one type of search when attempting to find an existing record. Clients often do not use the exact same name that was previously entered.
2. Using a field other than name tends to be more accurate, and not open for much interpretation (date of birth, social security number).

## 6. PRIVACY STANDARDS

### 6.1 Policies and Applications

HMIS Lead Agency will provide to all HMIS Participating Agencies, and make otherwise publicly available to anyone upon request, Privacy Notice that:

1. Describes its' role in the processing of protected personal information (PPI) obtained from HMIS Participating Agencies.
2. Describes accountability measures for meeting applicable privacy and security obligations
3. Informs clients how to pursue their privacy rights with HMIS Participating Agencies including standards and procedures for projects that are covered by HIPAA or other privacy rules.

### 6.1.1 Privacy Policy Notice (Posted Sign)

**Policy:** All HMIS users who enter data in the HMIS must have a sign posted at their workstation or wherever data is entered which describes how information about the client may be used and disclosed and how the client can get access to their information.

**Description:**

The HIMS Privacy Policy Notice is a brief document describing a client's data rights in relation to HMIS.

**Procedures:**

1. Each workstation, desk, or area used for HMIS data collection must post the HMIS Privacy Policy Notice (**Appendix C**).
2. If an agency serves Spanish-speaking clients, or clients whose primary language is not English, the agency must also provide the translated Spanish (or other) version of the HMIS Privacy Policy Notice.
3. If an agency has a website, the HMIS Privacy Policy Notice must be posted on that website as well.

**Best Practice:**

An agency could also post the HMIS Privacy Policy Notice in a waiting room, an intake line, or another area where clients congregate before intake occurs. This will give clients another opportunity to read the notice before receiving services.

### 6.1.2 Release of Information (ROI)

**Policy:** All **client** Informed Consent forms must be stored securely for a minimum of seven years after the date client signed Consent for Release of Information Form (**Appendix A**).

**Procedures:**

1. The Informed Consent form is valid for seven (7) years after the date the client signed Consent for Release of Information form, unless the client revokes consent in writing. Therefore, for auditing purposes it is important to keep the informed consent form collected for at least that length of time.
2. Informed Consent forms must be kept securely in accordance with standard confidentiality and privacy practices (e.g. locked away in a file cabinet and not accessible without authorization).
3. If an agency does not currently keep client files, they must. It will be important to set up a file system to keep track of these forms.

**Best Practice:**

It is recommended that agencies keep the Informed Consent form in their current client file with the other information being collected and maintained. It will be easier

to locate their information in this manner rather than creating a separate file just for HMIS. It is recommended that Informed Consent forms be renewed annually during annual assessment.

**Policy:** Agencies will give clients a copy of the signed Informed Consent agreement (**Appendix A**).

**Procedures:**

1. The Informed Consent form details the client's rights in HMIS data collection and sharing. This information is particularly important to those individuals that agree to participate in HMIS.
2. The HMIS User who is the agency witness on the Informed Consent form should provide the client with a copy of the signed document, and file the original.

**Best Practice:**

Some agencies may wish to also provide clients with a photocopy of the signature page, so that they have a record of their HMIS participation decision.

**Policy:** Unless a court order claiming incompetence is known or provided, clients are presumed competent.

**Procedures:**

1. The industry-wide best practice is to presume that all clients are competent, unless there is a known court order stating otherwise or obvious assessment to the contrary can be made.
2. If there is a known court order stating the individual is not competent then it is not possible to obtain an Informed Consent for HMIS. In this case, the HMIS user should mark down “**DO NOT ENTER MY INFORMATION...**” and sign as the Agency witness.
3. HMIS Users should do their best in attempting to obtain informed consent from individuals that may not appear to be fully competent during intake when there is no court order. If it is not possible to obtain a truly informed decision regarding HMIS participation, the individual should be dealt with as a non-participant in HMIS.

**Best Practice:**

Often individuals may be temporarily incompetent because they are under the influence of a particular substance which affects their ability to make a decision. If possible, delay the Informed Consent process and HMIS data collection, until the client is no longer under the influence and is able to make decisions.

**Policy:** Clients do not have to participate in HMIS in order to be served by the program.

**Procedures:**

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1. A number of clients will either choose not to participate in HMIS or are not capable of Informed Consent (for a variety of reasons). However, it is important for reporting purposes that these individuals are still counted.
2. To account for the overall services rendered by an agency, each agency must keep track of how many clients did not participate in HMIS.
3. Agencies are responsible for collecting accurate information to meet program reporting requirements.

**Policy:** Agencies cannot deny services to an individual solely on the basis of the individual deciding not to participate in HMIS.

**Procedures:**

1. When a client decides not to participate in HMIS, an agency cannot deny them services because of that decision.
2. Agencies are not required to guarantee services to an individual as they may fail other eligibility criteria, lack of openings, and/or lack of funding.
3. Agencies who encounter clients that refuse to sign the ROI will capture client information on the manual paper intake form.

**Best Practice:**

Agencies may determine if an individual will or will not receive services before the individual goes through the Informed Consent process. This will eliminate a perceived relationship between HMIS participation and service delivery.

## 6.2 Workstation Security Procedures

Most security breaches are due to human error rather than systematic issues. In order to keep the application and data secure, HMIS Users must also implement some additional security measures.

**Policy:** HMIS User's computer screens should be placed in a manner where it is difficult for others in the room to see the contents of the screen.

**Description:**

The placement of the monitor can play a role in establishing security at the agency. HMIS users should consider placing the monitor in a way that it is difficult for others to see the screen without you knowing it. **Good placement:** When someone walks into the room where the computer is, all they should be able to see should be the back of it. **Bad placement:** When someone walks into the room, they can look over your shoulder without you knowing it, and read material off the screen.

**Policy:** Do not write down your username and password, or store it in an unsecured manner.

**Description:**

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Do not post your HMIS user name or password information under your keyboard, on your monitor, or laying out for others to see. This type of behavior can lead to large security breaches. Passwords and usernames that are written down must be secured in a locked drawer.

**Policy:** Don't ever share your login information with anybody (including Site or Project Managers).

**Description:**

If someone is having trouble accessing HMIS, direct them to contact your Agency Administrator, call or send an e-mail to the HMIS Support Desk. Sharing usernames and passwords, or logging onto a system for someone else is a serious security violation of the user agreement. HMIS users are responsible for all actions taken in the system utilizing their log-ins. With the auditing and logging mechanisms within HMIS, any changes anyone makes or actions that are taken will be tracked back to your login.

**Policy:** When you are away from your computer, log out of HMIS or lock down your workstation.

**Description:**

Stepping away from your computer while you are logged into HMIS can also lead to a serious security breach. Although there are timeouts in place to catch inactivity built into the software, it does not take effect immediately. Therefore, anytime when you leave the room and are no longer in control of the computer, you must do one of two things. First, you can lock down your workstation. Most Windows-based operating systems allow users to lock their workstation by simply pressing CTRL-ALT-DELETE keys and choosing "Lock Workstation". This will require users to enter in their Windows password when returning. Secondly, if this is not an option for you, log out of HMIS.

### 6.3 Sharing Client Data

**Policy:** Basic Client profile data entered into HMIS (with consent) is viewable to all Agencies in an effort to reduce client duplications.

**Description:**

Per the 2022 HMIS Data Standards Manual: "When considering client consent in the context of HMIS, it is important to make a distinction between HMIS data entry and HMIS data sharing. At this time, there is no requirement that client consent be obtained in order to enter client information into HMIS. There is only a requirement that client consent be obtained in order to share information entered into HMIS with one or more other HMIS participating providers. This means that it may not be necessary at all to obtain written consent from every client to simply enter the data into your HMIS. However, if your HMIS is configured in such a manner that information entered into HMIS is automatically shared with other HMIS participating projects, then client consent is necessary."

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to

reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

**Procedures:**

1. HMIS users will keep client data confidential at all times and will obtain client permission to disclose Protected Personal Information only when necessary.

**Policy:** Client’s project level data (with consent) will only be shared among agencies that have signed an Inter-Agency Data Sharing Agreement. **(Appendix F)**

**Description:**

Client’s project level data will only be shared with agencies that have signed an ***InterAgency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition • 3.10 Project Start Date

- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability

**Procedures:**

- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

1. Informed consent must be given by clients in order for their information to be shared among participating agencies in the data sharing network.
2. At time of informed consent, and at any point after, the client has a right to see a current list of participating agencies.
3. HMIS Lead will keep an updated list of participating agencies in the data sharing network and will post it on the HMIS Homeless Programs Unit website at: <https://www.harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx>
4. Additional agencies may join the County of Riverside HMIS and will be added to the list of participating agencies in the data sharing network.
5. HMIS users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities.

**6.4 Client’s Access to Their Information**

**Policy:** Clients have the right to a copy of their Universal and Program-Specific data contained within County of Riverside HMIS.

**Procedures:**

1. Clients may request a copy of their information contained within County of Riverside HMIS.
2. Agencies are required to provide them a printout from the County of Riverside HMIS of the Universal and Program-Specific data elements.
3. Agencies are not required to print out any additional information, although it is optional and allowed.

**Best Practices:**

1. Case management notes are typically not shared with the client. However, consider providing the client-related information such as their goals, outcomes, referrals, and services provided.

2. If utilizing paper forms, with data entry into County of Riverside HMIS occurring later, consider making a photocopy of the paper forms for the client if they request a copy.
3. If entering data directly into County of Riverside HMIS without utilizing paper forms, consider automatically printing a copy of the information for the client.

## 6.5 Client Grievance Process

**Policy:** Clients have the right to file a Grievance form regarding potential violations of their privacy rights regarding HMIS participation.

### **Procedures:**

1. A client must request and complete the Grievance form from the agency.
2. The client may choose to turn the form into an agency manager, or another person of authority not related to the grievance **OR** may mail the form directly to the **Housing, Homelessness Prevention, and Workforce Solutions (HHPWS):**  
Housing, Homelessness Prevention, and Workforce Solutions  
3403 Tenth St. 3<sup>rd</sup> Floor  
Riverside, CA 92501
3. If the agency receives a completed Grievance form, they must submit it promptly to the **HHPWS Department**
4. The HHPWS Department will review the grievance, research the nature of the complaint, and will respond to the grievant within 30 days.

**Policy:** No action or punishment will be taken against a client if they choose to file a grievance.

### **Procedures:**

1. The agency named in the grievance, and other participating HMIS agencies, will not refuse or reduce services to the client because of filing a grievance.
2. A thorough investigation by the HHPWS department will occur if a client reports retaliation due to filing a grievance.

## 6.6 HMIS Software Application – Level Security

Within the HMIS software itself, there are additional layers of security built into the system. This results in making the system harder to access without appropriate permissions. These security features include:

- + 128-bit encryption of the connection between a HMIS end user's computer and the HMIS application
- + Users are organized into security groups in which the groups are given specific permissions on what they can access in HMIS
- + A HMIS end user's connection to the application will automatically close down after a period of time of inactivity in the HMIS software.
- + There are logging and audit systems in the background recording each user's activities in adding, viewing, and editing information.

## 7. IMPLEMENTING HMIS

### 7.1 HMIS Software Solution

The HMIS *solution* for the CoC is a web-based computer software application called Clarity Human Services created by Bitfocus, Inc. located in Salt Lake City, Utah.

### 7.2 Technology Requirements

**Policy:** All computers authorized to access County of Riverside HMIS must meet the minimum requirements as established in this charter.

#### **Procedures:**

All computers that will access CoC HMIS on behalf of the agency must meet the minimum requirements. This includes agency's on-site desktops, laptops, and hand-held devices. It is critical that HMIS users are abiding by the same privacy, confidentiality, and security procedures on devices in the field as they would in the office. Agency Administrators must ensure that these computers meet the following standards:

1. Internet access: Browser Support - Clarity Human Services is supported for solution users on the following browsers:
  - Internet Explorer 9.0 or above
  - Google Chrome 35.0 or above
  - FireFox 30.0 or above
  - Mobile Safari for iOS 6.0 or above (used on iPhone, iPad, and iPod mobile digital devices)
  - Firefox for Android (may be installed on Android 2.1 or above)
  - Google Chrome for Android (may be installed on Android 4.0 or above)
2. Internet connection speed: For best results, use a DSL or faster internet connection.
3. Screen resolution: Screen resolution should be at least 1024 x 768 pixels.
4. Firewall: For your computer or network, an active firewall must be present either on that PC or as a part of the network.
5. Virus protection: For your computer or network, virus protection software must be present and active with current virus definitions and regularly scheduled virus updates occurring.
6. Login access: Each computer must utilize and activate a login screen.
7. Screen-saver password: Each computer must activate a screen-saver password which is set to turn on when the computer is unattended or has not been in use during a reasonable amount of time (typically 10 minutes).

#### **Best Practices:**

Agencies should also consider these recommendations in preparation for fully utilizing all the capabilities within HMIS as well as incorporating standard industry practices:

1. Operating system version: Each computer should be on a currently supported version of an operating system (e.g., Windows, Mac O/S).

2. Operating system updates: Each computer accessing HMIS should be current in applying all of the available critical security patches. Patches should be installed within 24 hours of notification of availability.
3. Anti-Spyware software: For your computer or network, anti-spyware software should be present, active, and with current definitions.
4. Browser software version: Each computer should be on a current version of the browser. Internet Explorer 9.0 or above, Google Chrome 35.0 or above, Firefox 30.0 or above, Mobile Safari for iOS 6.0 or above, Firefox for Android (Android 2.1 or above), or Google Chrome for Android (Android 4.0 or above).
5. High-speed connection: Ideally each computer should have access to at least a DSL/Broadband high-speed line.
6. Standard office software: In order to use downloaded data from HMIS, you should have software that can interpret comma-delimited files, such as spreadsheet, word processing, or database software (examples like Microsoft's Excel, Word and Access). There are a number of options here. It is not a requirement that you have this software since it is not required that you download HMIS data. There are computers that will download data from HMIS. It will need a compressed file expander to unzip the file's additional options beyond the Microsoft Office software.
7. Compressed file expander for WinZip and Aladdin Expander are of this type of software. It is not a requirement that you have this software unless you intend to download data.

### 7.3 Memorandum of Understanding (MOU)

#### 7.3.1 HMIS Participating Agency Agreement

**Policy:** Participating Agencies shall execute, comply, and enforce the HMIS Participating Agency Agreement. (See Appendix E)

**Description:**

The *HMIS Participating Agency Agreement* is a contract between the agency and the Continuum of Care, with Riverside County Housing, Homelessness Prevention, and Workforce Solution Department acting on behalf of the CoC's agent regarding participation in HMIS (**using the *Clarity Human Services software***.) The agreement outlines specific requirements on confidentiality, data entry, responsibilities, security, reporting, and other items deemed necessary for proper HMIS operation and compliance.

**Procedures:**

1. The agency's CEO/Executive Director will sign one copy of the Agency Agreement, maintain a copy for your files and email the copy to: [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org).
2. A copy will be filed at Housing, Homelessness Prevention, and Workforce Solutions Department.
3. Any questions regarding the terms of the Agency Agreement should be directed to CoC HMIS Lead Agency.

Housing, Homelessness Prevention, and Workforce Solutions  
3403 Tenth St. 3<sup>rd</sup> Floor  
Riverside, CA 92501

### 7.3.2 HMIS Inter-Agency Data Sharing Agreement

**Policy:** Participating Agencies shall execute, comply, and enforce the Inter-Agency Data Sharing Agreement in order to share Clients' programmatic level data. (See Appendix F)

**Description:**

The HMIS Inter-Agency Data Sharing Agreement is a document that creates a data sharing network among participating agencies in the CoC. By sharing client data, agencies are able to coordinate housing services for individuals and families and reduce inefficiencies and duplication of services within the CoC. The agreement outlines agency and end user responsibilities for confidentiality and protection of clients' information.

**Procedures:**

1. The agency's CEO/Executive Director will sign one copy of the Inter-Agency Data Sharing Agreement, maintain a copy for your files and email the copy to: [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org).
2. A copy will be filed at Housing, Homelessness Prevention, and Workforce Solutions Department.
3. A list of participating agencies in the data sharing network will be posted on the HMIS Unit website at:  
<https://www.harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx>
4. Additional agencies may join the data sharing network and will be added to the list of participating agencies.

### 7.4 HMIS User Agreements

**Policy:** A HMIS User Agreement must be signed and kept for all agency personnel or volunteers that will collect or use HMIS data on behalf of the agency.

**Description:**

The HMIS User Agreement is a document between a HMIS Participating Agency and its employees, contractors, or volunteers who are authorized to collect HMIS data and/or record that data into the system for the purpose of agreeing to abide by the rules in the specified agreement.

**Procedures:**

1. Before an authorized agency personnel begins collecting data on behalf of HMIS, the individual must sign a HMIS User Agreement form.
2. An agency must store the signed HMIS User Agreement for each individual that will collect data for HMIS or will operate the HMIS software.
3. An agency must retain signed HMIS User Agreements upon revoking an individual's authorization or in terminating an individual's employment indefinitely.

### 7.4.1 Removing Authorized Personnel

**Policy:** The CoC HMIS System Administrator must be notified within three (3) business days when an individual is no longer authorized to access HMIS on the agency's behalf.

#### **Procedures:**

1. Within three (3) business day of revoking an individual's authorization for HMIS access, the agency will contact the HMIS Lead Agency via support email [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org).
2. The agency will complete a Change User Account Form and email Attn: HMIS Support
3. Upon receipt of the 'Change User Account' Form, HMIS Support will immediately deactivate and/or delete that individuals' HMIS user account. The individual will not be able to log into HMIS at that time.
4. HWS staff must follow the same procedure

### 7.4.2 Inactive HMIS Users

**Policy:** HMIS User access will be revoked after a period of inactivity (60 days).

#### **Procedures:**

1. HMIS users who have inactivity for 60 days or more will be set to "inactive" status in HMIS.
2. HMIS users who request to continue usage may be required to attend HMIS refresher training and submit an updated HMIS User Account Form.
3. Upon successful completion of HMIS refresher training, the HMIS user will be set back to "active" status.

### 7.5 HMIS Licensing

**Policy:** In order to participate in HMIS, an agency must obtain a license for each HMIS User the the agency designates. Each agency is initially granted two licenses, one additional license is granted per additional project, if a project serves more than 25 clients, one additional license is granted per increments of 25 clients served. Initial purchase of licenses will be made by the HMIS Lead Agency.

#### **Description:**

To participate in the CoC HMIS, each HMIS Participating Agency must have a minimum of two dedicated HMIS Users, one as a agency administrator and one to be used as a backup

#### **Procedures:**

1. Each agency will fill out the appropriate "User Account Request Form" for each designated HMIS user, obtain signature by the agency's Executive Director or other authorizing figure and submit the forms to the HMIS Lead Agency.
2. Once approved for HMIS participation, HMIS Lead Agency will build agency profiles and schedule training for HMIS users as well as any possible Agency Administrators.

3. After successful completion of training, the agency HMIS User can begin using HMIS immediately on client intakes.

## 7.6 Designate Agency Administrator

**Policy:** All participating Organizations must designate an Agency Administrator.

### **Description:**

The organization's CEO/Executive Director must designate two individuals to act as the organization's Agency Administrator and alternate/secondary representative. The Agency Administrator and alternate/secondary representative roles possess different responsibilities than a typical HMIS User and should be administrative staff level. The Agency Administrator is accountable for the following items: (activities)

- ✦ Acts as the first tier of support for HMIS End Users.
- ✦ Acts as the main point of contact for HMIS Lead Agency for HMIS-related issues.
- ✦ Completes the agency's HMIS Program and Grant Set-up forms to be used to set up the organization in HMIS.
- ✦ Ensures client privacy, confidentiality, and security.
- ✦ Maintains compliance with technical requirements for participation.
- ✦ Stores a copy of and enforces HMIS User Agreements.
- ✦ Posts Privacy Notice at agency.
- ✦ Enforces data collection, entry, exit, and quality standards.
- ✦ Assists HMIS staff with technical assistance, HMIS user training and monitoring.
- ✦ Attends HMIS Administrator Council meetings,
- ✦ Maintains the agency's Approved HMIS Users List spreadsheet to reflect all of the authorized individuals.
- ✦ Requests training and/or technical assistance on behalf of the agency's HMIS users.
- ✦ Runs the HUD Data Quality Report in Clarity Human Services for each of the agency's programs and responds to the HMIS Lead Agency's request for data clean-up.
- ✦ Runs the Clients in Program report in Clarity Human Services for each of the agency's programs and responds to the HMIS Lead Agency's request for data clean-up.

### **Procedure:**

The Agency Administrator and alternate/secondary representative are designated as oversight people and have the overall responsibility for meeting the HMIS requirements. HMIS Users are authorized by their Agency Administrator to access HMIS after signing the HMIS User Agreement with their agency and completing the required training(s).

## 7.7 Agency Profiles in HMIS

**Policy:** Agencies are not allowed to enter client data into HMIS until their agency profile is set-up in HMIS.

**Description:**

Within HMIS, each agency will have an organizational profile that contains the programs and services the agency offers. HMIS staff will work with each agency individually to design their profiles.

**Procedures:**

1. The Agency Administrator will complete the HMIS Program **(See Appendix H)** and Grant Set-up forms **(See Appendix I)** to define how an agency's profiles will operate in Clarity Human Services, before updating profiles in Clarity Human Services
2. The Agency Administrator will contact the HMIS Lead Agency for the purpose of reviewing the set-up forms.
3. HMIS Lead Agency will work with the Agency Administrator to ensure that the profiles are organized in a way that is useful for the agency, consistent with standard practices, and meet reporting needs.
4. HMIS Lead Agency will complete the agency profile set-up in Clarity Human Services based on the final HMIS Program and Grant Set-up forms.
5. At the request of the Agency Administrator, HMIS Lead Agency will make any necessary changes to the agency profiles.

## 7.8 Designating HMIS End Users

**Policy:** Any individual working on behalf of the agency (ex: employee, contractor, and/or volunteer), that will collect information for HMIS purposes must be designated a HMIS End User; and therefore, is subject to the Policies and Procedures contained in this Charter.

**Description:**

Anyone who collects HMIS data (electronic or paper) or creates reports from the system should be designated as a HMIS End User. Due to client privacy, confidentiality, and security procedures, all persons in these positions must follow the standards and procedures set forth for security and confidentiality. Individuals who have not had the proper training will not be equipped to respond to clients' questions on HMIS informed consent, revocation, intake forms, and other aspects.

**Procedures:**

1. After an individual is identified as a HMIS End User, HMIS Lead Agency must follow the User Administration procedures in this document for adding authorized users **(See Section 9.1)**.
2. The HMIS End User is required to complete the appropriate user training, as outlined in the "Training Procedures" stated in this document. **(See Section 9.1)**

## 7.9 HMIS Participating Agencies

Under the HMIS license for Clarity Human Services, any agency may participate in HMIS if they have signed the *HMIS Participating Agency Agreement* and filled out the User Access Request form required for each licensed user. Each participating agency is responsible for their clients' data. Any type of agency that provides services to persons in need is eligible.

## 8. DATA COLLECTION & REPORTING

### 8.1 On Whom to Collect Data

**Policy:** Agencies are required to attempt data collection on individuals who are homeless and/or who are receiving services from the agency.

**Procedures:**

1. For HMIS purposes, HUD's minimum standards require that individuals who are homeless and receive services from an agency must be approached for HMIS data collection. Therefore, during the intake process, it is important to identify these persons.
2. Once these persons are identified, they must go through the Informed Consent process.
3. Information must be collected separately for each family member, rather than collecting data for the family as a whole.

### 8.2 Using Paper-based Data Collection Forms

**Policy:** Agencies may choose to collect client data on paper and enter it into the HMIS software later, rather than entering it directly in the system. **If data is collected by paper first, that information must be entered into the HMIS system within seven (7) calendar days.** If Clarity Human Services is unavailable, agencies must use client intake forms that have been approved by the HMIS Lead Agency to collect data on all clients served until HMIS is available (**See Appendix J**).

**Description:**

Each agency will incorporate HMIS into its own operating processes. Some agencies will prefer to interview clients and simultaneously enter their information directly into the computer. Other agencies will find it easier to collect information on paper first, and then have someone enter the data later.

**Procedures:**

1. Agencies may utilize the HMIS paper-based forms for initial data collection.
2. HMIS Users will have seven (7) calendar days from the point of the event (intake/enrollment), service delivery, or discharge) to record the information into HMIS.
3. Universal and Program-Specific forms will be available to participating agencies.

**Best Practices:**

1. The HMIS Lead Agency strongly recommends that all agencies that enter data into the HMIS complete the program specific data fields even if the funding received by the agency does not dictate, they do so. The additional data elements on the client will prove extremely helpful for the agency when reporting on client outcomes measurement / progress, internal accounting for services delivered, and external reporting to funders.
2. Agencies whose intake and assessment forms do not capture all of the desired universal and program specific data should request the customized HMIS Clarity Human Services intake form from the HMIS Lead Agency.

**8.3 CoC Programs**

HUD requires that all CoC Programs, especially those that house homeless individuals and are identified on the HMIS Housing Inventory Count (HIC), collect universal data and program specific information on all clients served by CoC Programs regardless of whether the program participates in the HMIS.

**Policy:** HMIS Universal Data Elements are elements required to be collected by all projects participating in HMIS, regardless of funding source, per the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

**8.3.1. Universal Data Elements**

The following Universal Data Elements must be captured and input into HMIS for each client served including children:

3.1	Name	3.10	Project Start Date
3.2	Social Security Number	3.11	Project Exit Date
3.3	Date of Birth	3.12	Destination
3.4	Race	3.15	Relationship to Head of Household
3.5	Ethnicity	3.16	Client Location
3.6	Gender	3.20	Housing Move-in Date
3.7	Veteran Status	3.917	Living Situation
3.8	Disabling Condition		

**Policy:** All HUD CoC Program funded projects are required to collect all of the Universal Data Elements and a select number of Program Specific Data Elements as specified in the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

### **8.3.2 HUD CoC Program Specific Data Elements**

The Program Specific Data Elements to be collected and input into HMIS for each HUD CoC Program funded project are listed below:

#	HMIS Program Specific Data Element	Permanent Supportive Housing	Rapid ReHousing
4.2	Income and Services	X	X
4.3	Non-Cash Benefits	X	X
4.4	Health Insurance	X	X
4.5	Physical Disability	X	X
4.6	Developmental Disability	X	X
4.7	Chronic Health Condition	X	X
4.8	HIV/AIDS	X	X
4.9	Mental Health Problem	X	X
4.10	Substance Abuse	X	X
4.11	Domestic Violence	X	X
4.19	Coordinated Entry Assessment	X	X
4.20	Coordinated Entry Event	X	X
C1	Well-being	X	
C2	Moving On Assistance	X	
C3	Youth Education Status	X	X

**Policy:** All ESG funded projects are required to collect all Universal Data Elements and a select number of Program Specific Data Elements as specified in the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

### 8.3.3 Emergency Solutions Grants (ESG) Program Specific Data Elements

The Program Specific Data Elements to be collected and input into HMIS for each ESG funded project are listed below:

#	HMIS Program Specific Data Element	Emergency Shelter	Homeless Prevention	Rapid ReHousing	Street Outreach
4.2	Income and Services	X	X	X	X
4.3	Non-Cash Benefits	X	X	X	X
4.4	Health Insurance	X	X	X	X

4.5	Physical Disability	X	X	X	X
4.6	Developmental Disability	X	X	X	X
4.7	Chronic Health Condition	X	X	X	X
4.8	HIV/AIDS	X	X	X	X
4.9	Mental Health Problem	X	X	X	X
4.10	Substance Abuse	X	X	X	X
4.11	Domestic Violence	X	X	X	X
4.12	Contact				X
4.13	Date of Engagement				X
W5	Housing Assessment at Exit		X		

**Policy:** All PATH funded projects are required to collect all Universal Data Elements and a select number of Program Specific Data Elements as specified in the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

### 8.3.4 PATH Project Program Specific Data Elements

The Program Specific Data Elements to be collected and input into HMIS for each PATH funded project are listed below:

#	HMIS Program Specific Data Element	Street Outreach	Services Only
4.2	Income and Services	X	X
4.3	Non-Cash Benefits	X	X
4.4	Health Insurance	X	X
4.5	Physical Disability	X	X
4.6	Developmental Disability	X	X
4.7	Chronic Health Condition	X	X
4.8	HIV/AIDS	*	*
4.9	Mental Health Problem	X	X
4.10	Substance Abuse	X	X
4.12	Contact	X	X
4.13	Date of Engagement	X	X
P1	Services Provided - PATH Funded	X	X
P2	Referrals provided - PATH	X	X
P3	PATH Status	X	X

P4	Connection with SOAR	X	X
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\* Data collection is not required but encouraged

**Policy:** All RHY funded projects are required to collect all Universal Data Elements and a select number of Program Specific Data Elements as specified in the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

### 8.3.5 Runaway & Homeless Youth (RHY) Program Specific Data Elements

The Program Specific Data Elements to be collected and input into HMIS for each RHY funded project are listed below:

#	HMIS Program Specific Data Element	Street Outreach	Emergency Shelter	Transitional Living
4.2	Income and Services			X
4.3	Non-Cash Benefits		X	X
4.4	Health Insurance	X	X	X
4.5	Physical Disability	X	X	X
4.6	Developmental Disability	X	X	X
4.7	Chronic Health Condition	X	X	X
4.9	Mental Health Problem	X	X	X
4.10	Substance Abuse	X	X	X
4.12	Contact	X		
4.13	Date of Engagement	X		
R1	Referral Source		X	X
R2	RHY: BCP Status		X	
R3	Sexual Orientation	X	X	X
R4	Last Grade Completed		X	X
R5	School Status		X	X
R6	Employment Status		X	X
R7	General Health Status		X	X

R8	Dental Health Status		X	X
R9	Mental Health Status		X	X
R10	Pregnancy Status	X	X	X
R11	Formerly A Ward of Child Welfare/ Foster Care Agency		X	X
R12	Formerly A Ward of Juvenile Justice System		X	X
R13	Family Critical Issues		X	X
R14	RHY Service Connections		X	X
R15	Commercial Sexual Exploitation/ Sex Trafficking	X	X	X
R16	Labor Trafficking	X	X	X
R17	Project Completion Status		X	X
R18	Counseling		X	X
R19	Safe and Appropriate Exit		X	X
R20	Aftercare		X	X

**Policy:** All VA funded projects are required to collect all Universal Data Elements and a select number of Program Specific Data Elements as specified in the 2022 HMIS Data Standards Data Manual effective October 1, 2021.

### 8.3.5 VA Project Program Specific Data Elements

The Program Specific Data Elements to be collected and input into HMIS for each VA funded project are listed below:

#	HMIS Program Specific Data Element	SSVF HP	SSVF RRH	GPD TH	HUD/VASH
4.2	Income and Services	X	X	X	X
4.3	Non-Cash Benefits	X	X	X	X
4.4	Health Insurance	X	X	X	X
4.5	Physical Disability			X	X
4.6	Developmental Disability			X	X
4.7	Chronic Health Condition			X	X
4.8	HIV/ Aids			X	X
4.9	Mental Health Problem			X	X
4.10	Substance Abuse			X	X
4.11	Domestic Violence			X	X
V1	Veteran's Information	X	X	X	X
V2	Services Provided - SSVF	X	X		
V3	Financial Assistance - SSVF	X	X		
V4	Percent of AMI (SSVF Eligibility)	X	X		
V5	Last Permanent Address	X	X		X
V6	VAMC Station Number	X	X		X
V7	SSVF HP Targeting Criteria	X			
P4	Connection with SOAR	X	X		
R4	Last Grade Completed	X	X		X

### 8.3.6 Victim Service Providers

**Policy:** Victim service providers are instructed **not** to disclose personally identifying data about any client for purposes of HMIS, per the requirement of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 09-162) (VAWA)

**Description:**

Victim service providers and legal service providers are exempted from entering data directly into a CoC's HMIS because of privacy and confidentiality considerations. Victim service providers are prohibited by law to directly enter or provide client-level data to an HMIS, and legal service providers may choose not to enter client-level data into an HMIS. While they may be exempt from direct client-level data entry into HMIS, CoC recipients that are victim service providers or legal service providers still must keep required data in a comparable database.

**Procedures:**

1. Information entered into a comparable database must not be entered directly into or provided to an HMIS (24 CFR part 578.57(a)(3)).
2. A comparable database allows the recipient and the CoC to obtain the needed aggregate data while respecting the sensitive nature of client-level information.
3. The comparable database must collect client-level data over time and generate unduplicated aggregate reports based on those data.
4. The comparable database may not be a database that records only aggregate information.
5. Comparable databases must comply with all HMIS data, technical, and security standards as established in rule or notice.

#### 8.4 Client Intake: Completing Required Fields in HMIS

**Policy:** During client intake, HMIS Users must complete the Universal and Program-Specific required fields for all clients.

**Description:**

All participating agencies are required to complete all the Universal Data Element fields regardless of funding sources. Agencies that receive homeless assistance grant funds are required to complete the Program-Specific Data Element fields

**Procedures:**

1. To complete the Universal Data Element fields for intake, HMIS End users will follow in the HMIS system the workflow that is set-up for their program.
2. To complete the Program-Specific Data Element required fields, HMIS End users will follow in the HMIS system the workflow that is set-up for their program.

**Best Practice:**

HMIS End Users should be aware of their agency's data requirements and internal standards. Agencies may decide to collect additional pieces of information outside of the Universal and Program-Specific Data Element fields that are needed for its own operations and funding sources. This guide merely establishes the minimum or baseline level of required data.

## 8.5 Client Discharge: Exiting Clients from Programs

**Policy:** During discharge or program exit, HMIS End Users must complete the Universal and Program-Specific Data Element required fields for all clients in the HMIS system within seven (7) calendar days.

### **Description:**

During client discharge from a program, there are additional data collection requirements. Again, all agencies must complete the Universal and Program-Specific fields.

### **Procedure:**

To complete the Universal and Program-Specific Data Element required fields for discharge, HMIS End users must go to the “Exit the Enrollment” option in HMIS, starting with the Head of Household. Users will be taken through the workflow to collect the required data elements for that particular project type for each family member that is enrolled.

## 9. TRAINING & TECHNICAL ASSISTANCE

### 9.1 HMIS User Training

**Policy:** Organizations that are required to enter data into the Riverside County-wide HMIS must select two individuals, a primary and a secondary user. New users are required to complete new user training before being given access to the HMIS.

### **Description:**

The HMIS User training will cover the following topics:

- ✦ HMIS Policy
- ✦ Client Privacy and Confidentiality
- ✦ Intake Workflow
- ✦ Annual Assessment Workflow
- ✦ Exit Workflow
- ✦ Program Enrollments
- ✦ Services
- ✦ Housing Check-in (if applicable)
- ✦ Housing Check-out (if applicable)
- ✦ Required Reports

### **Procedures:**

1. The prerequisites for attending the HMIS End User training are:

+ The agency must have signed and returned the contract containing the HMIS participation requirement before the agency's staff can attend HMIS User training. + The agency must submit an HMIS User Request form to the HMIS System Administrator before a training date can be scheduled. The HMIS User Request Form must be filled out completely and signed by the Agency's Executive Director prior to training. The user request forms are to be e-mailed, faxed, or mailed to HMIS Support prior to training attendance.

**E-mail To:**

[HMISsupport@rivco.org](mailto:HMISsupport@rivco.org)

2. Individuals can contact HMIS Support to see when the next training is being offered. Training spots are allocated on a first-come first-serve basis. Typically, training sessions are held in groups with at least 3 individuals in attendance.
3. HMIS Training Calendar will be posted on the HMISs Unit website at:  
<https://harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx>  
Note: due to COVID restrictions HMIS training has been modified. Currently, all trainings scheduling, and postings have been modified.
4. Upon completion of training, the new user will be given a login and password that will give them access to the Riverside County-wide HMIS system's website <https://riverside.clarityhs.com/login>.
5. HMIS Support will immediately activate the HMIS User and assign appropriate security levels. At this point, the individual is able to work in the HMIS.

## 9.2 User Training Refresher

**Policy:** All HMIS users will participate in HMIS refresher training annually.

**Description:**

HMIS will evolve over time to include additional new HUD requirements as well as functions that agencies and the community have requested.

**Procedures:**

1. Five (5) business days prior to Clarity Human Services being upgraded, the HMIS System Administrator will send an e-mail notice to all active HMIS users informing them of the time and date of the system upgrade.
2. Following a Clarity Human Services upgrade, HMIS Support will begin scheduling user training sessions.

## 9.3 Support Desk Procedure

**Policy:** HMIS Users who need technical assistance must send request via the Support Ticket application in Clarity Human Services.

**Procedure:**

HMIS Support reviews support tickets daily and will respond within 3 business days.

## 9.4 Contact Your HMIS Support

**Policy:** HMIS Users should send all requests for technical assistance and training to the HMIS support email box first before attempting to contact HMIS System Support.

**Procedure:**

HMIS Support will be the best resource for finding out specific information regarding Clarity Human Services functionality, technical issue, and reporting. But before contacting the HMIS Support, HMIS users should send their request to the HMIS Support E-mail box. If no response has been received within three (3) consecutive business days excluding Friday, HMIS users may call HMIS Support for assistance.

**E-mail To:**

[HMISSupport@rivco.org](mailto:HMISSupport@rivco.org)

## Appendix A: HMIS Client Consent for Release of Information (ROI)



### County of Riverside Continuum of Care Homeless Management Information System (HMIS) Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

#### What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

#### Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

#### How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.



## Appendix B: User Account Request Form

### Homeless Management Information System User Account Request Form

<input type="checkbox"/> HMIS Only	<input type="checkbox"/> CES Only*	<input type="checkbox"/> Both*	Today's Date ____/____/____
<input type="checkbox"/> New User	<input type="checkbox"/> Delete User**	<input type="checkbox"/> Change User Information	<input type="checkbox"/> Other
<b>HMIS/CES User Information</b>			
User First & Last Name:	_____		
User Organization:	_____		
User Role/Job Title:	_____	User Office Phone (____) ____ - ____	Ext: ____
User E-Mail Address:	_____		
<b>Background Check Statement</b>			
Pursuant to 24 CFR 580.35(d)(2) relating to the HMIS security standards, the user listed above has successfully passed a criminal background check conducted by the user organization and is eligible to access HMIS.			
_____	_____	_____	_____
Authorized Signature (CEO/Executive Director)	Printed Name	Date	
<b>Authorization &amp; Confidentiality Statement</b>			
My agency agrees to maintain strict confidentiality of information obtained through HMIS. This information will be used only for the legitimate client services and administration of the above name organization. I understand that it is the responsibility of the HMIS Administrator, or Alternate Representative, to notify the HMIS Administrator of the user's termination from the agency, placement on disciplinary probation, or upon any change in duties not necessitating access to HMIS information within one business day of the occurrence.			
_____	_____	_____	_____
Authorized Signature (HMIS Administrator or Alternate)	Printed Name	Date	
<b>Organization Information</b>			
Covered Homeless Organization:	_____		
CHO Main Office Address:	_____		
	_____	_____	_____
	(City)	(State)	(Zip Code)
Office Phone:	(____) ____ - ____	Ext: ____	
_____	_____	_____	_____
Authorized Signature (HMIS Administrator or Alternate)	Printed Name	Date	
<b>*If requesting CES Access, this form requires additional signature from HMIS Administrator or Alternate.</b>			
User has completed necessary CES training and is authorized to be a CES user.			
_____	_____	_____	_____
Authorized Signature (HMIS Administrator or Alternate)	Printed Name	Date	

## Homeless Management Information System User Account Request Form

**USER'S RESPONSIBILITY STATEMENT** Your username and password give you access to the the Homeless Management Information System. Initial each item below to indicate your understanding of the proper use of your username and password. Then, sign where indicated. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from HMIS.

**Initial Only**

- I understand that my username and password are for my use only.
- I understand that I must take all reasonable means to keep my password physically secure.
- I understand that the only individuals who can view HMIS information are authorized users and the clients to whom the information pertains.
- I understand that I may only view, obtain, disclose, or use the database information that is necessary in performing my job.
- I understand that these rules apply to all users of HMIS, whatever their work role or position.
- I understand that hard copies of HMIS information must be kept in a secure file.
- I understand that once hard copies of HMIS information are no longer needed, they must be properly destroyed to maintain confidentiality.
- I understand that if I notice or suspect a security breach, I must immediately notify HMIS Support at [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org).

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Note:** This form must be completed and filed with Housing, Homelessness Prevention & Workforce Solutions for new users and users needing to be deleted.

\*\*If deleting a user's access, only complete the HMIS/CES User Information and Organization Information.  
If you have any questions, please contact HMIS Support at 951-358-6458 or [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org). Email completed form to [HMISsupport@rivco.org](mailto:HMISsupport@rivco.org)

## Appendix C: Privacy Notice (Posted Sign)

# PRIVACY NOTICE

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

**PLEASE READ IT CAREFULLY.**

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

## Our Duty to Safeguard your Protected Information

\_\_\_\_\_ (Agency Name) collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered “Personal Protected Information” (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although \_\_\_\_\_ (Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time. You may request a copy of the notice from any participating **CoC HMIS Collaborative Agency**.

## How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

## Individual Rights Regarding Your Information

- ☐ You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- ☐ You have the right to ask for information about who has seen your information.

- You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency  
Housing, Homelessness Prevention, and Workforce Solutions Department  
4060 County Circle Drive, Riverside, CA 92503

#### **MANDATORY COLLECTION NOTICE**

**W**e 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 organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

Appendix D: HMIS Request for Policy Addition, Deletion, or Change

HMIS Request for Policy Addition, Deletion, Change

Organization: \_\_\_\_\_

Name: \_\_\_\_\_

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

Change the following existing policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delete the following existing policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Add the following:

Provide in **clear** and **concise** language the **policy** to be considered by the HMIS Administrators Council to be inserted / deleted in or from the current Policy and Procedure manual. Please be clear and specific.

**Policy:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a brief **description** of the policy or process. Please be clear and specific.

**Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide in detail the **procedure** for the policy identified above. Please be clear and specific.

**Procedures:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix E: HMIS Participating Agency Agreement



### COUNTY OF RIVERSIDE CONTINUUM OF CARE HMIS PARTICIPATING AGENCY AGREEMENT

\_\_\_\_\_ (“AGENCY”) has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System (“HMIS”) and therefore is entering into this HMIS Participating Agency Agreement (this “Agreement”). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention, and Workforce Solutions Department (“HMIS LEAD”) is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

#### 1. **General Understandings:**

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A. Definitions. In this Agreement, the following terms will have the following meanings:

- i. “AGENCY staff” refers to employees, volunteers, contractors, or any other agents of the AGENCY.
  - ii. “Breach” shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
    - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 (“HIPAA”).
    - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
  - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; “Client” refers to a person receiving services from the AGENCY.
  - iv. “De-Identifying Information” (also referred to as “non-identifying” information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
  - v. “Enter” or “entry” refers to the entry of any Client information into the HMIS.
  - vi. “HMIS” refers to the Homeless Management Information System.
  - vii. “HMIS staff” refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
  - viii. “Identifying Information” (also referred to as “confidential” data or information) refers to information about a Client that can be used to distinguish or trace the Client’s identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
  - ix. “Information” refers to both De-Identifying Information and Identifying Information.
-

- x. “AGENCY” refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
- xi. “Sharing,” or “information sharing” refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
- xii. “User” refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation, HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

## **2. Confidentiality:**

A. AGENCY shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY’s knowledge, any information entered into the HMIS does not violate any of the Client’s rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

- B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:
- i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 (“HIPAA”);
  - ii. The Health Information Technology for Economic and Clinical Health Act (“HITECH Act”);
  - iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
  - iv. California Welfare and Institutions Code section 5328 et seq.;
  - v. California Evidence Code section 1010 et seq.;
  - vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

### 3. Display of Notice:

- i. Pursuant to the notice published by the Department of Housing and Urban Development (“HUD”) on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the **HMIS Notice of Privacy Practices** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY’s responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current version of the **HMIS Notice of Privacy Practices** must be posted on the webpage. The current form of **HMIS Notice of Privacy Practices**, which may be modified from time to time at HMIS’s LEAD’s discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website <http://HMIS.LEAD.co.riverside.ca.us/homeless-programs>.

### 4. Information Collection, Release and Sharing Consent:

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and

timely. AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form.
  
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the **HMIS Notice of Privacy Practices**, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form specific to that other AGENCY or outside organization.
  
- D. Consent Form. AGENCY shall keep all copies of the signed **Consent** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
  
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
  - i. objects to the entry of its information in the HMIS; or
  - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

## 5. HMIS Policies and Standard Operating Procedures:

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the **HMIS Notice of Privacy Practices** and the **HMIS Charter**, as revised from time to time, at the sole discretion of HMIS. Such **HMIS Charter** is incorporated in this Agreement by reference and is located at

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In the event of a conflict between this Agreement and the **HMIS Charter**, the latter shall control.

## 6. Sharing HMIS Data:

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the **HMIS Notice of Privacy Practices**.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race Household
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an **InterAgency Data Sharing Agreement**. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

## 7. Client Inspection/Correction:

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal

the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

## 8. Security:

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the **HMIS Policies and Standard Operating Procedures** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
  
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an **HMIS User Agreement/Code of Ethics** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.
  - i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.
  
  - ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY

that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's
-

defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

## 9. Information Entry Standards:

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will **not** alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

- A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement,

access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

#### **11. Proprietary Rights of the HMIS:**

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
  - B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
  - C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or
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any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

- i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
- ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;
- iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
- iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and
- v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

## **12. HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from <http://HMIS LEAD.co.riverside.ca.us/homeless-programs>. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

## 12. Insurance

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with Housing, Homelessness Prevention, and Workforce Solutions Department.

## 13. Limitation of Liability and Indemnification:

- A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.
- B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.
- C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.
- D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be

responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

- E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.
- F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

#### **14. Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

#### **15. Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

#### **16. Additional Terms and Conditions:**

- A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the **HMIS Charter (Policies and Standard Operating Procedures)** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno

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HMIS LEAD

SIGNATURE

DATE

---

AGENCY NAME

---

AGENCY EXECUTIVE DIRECTOR

SIGNATURE

DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

## Appendix F: HMIS Inter-Agency Data Sharing Agreement



### County of Riverside Continuum of Care Homeless Management Information System (HMIS) Inter-Agency Data Sharing Agreement

By signing this Inter-Agency HMIS Data Sharing Agreement, \_\_\_\_\_ shall be designated a "participating agency" in the County of Riverside Continuum of Care HMIS. This agency agrees to share select HMIS Universal Data Elements and Program of Enrollment (when authorized to do so by the client) using the County of Riverside Continuum of Care HMIS (Homeless Management Information System). This agency's client data shall be shared with all "participating agencies" that have a signed *Inter-Agency Data Sharing Agreement* on file with the HMIS Lead, Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS).

Each "participating agency" must also complete and comply with the *County of Riverside Continuum of Care HMIS Participating Agency Agreement*, and *County of Riverside Continuum of Care HMIS Charter (Policies and Procedures)*. Each individual HMIS user must complete and comply with the *HMIS User Agreement*.

#### What Client Data is being shared in HMIS:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.15 Relationship to Head of Household
- 3.16 Client Location
- 3.20 Housing Move-In Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History( Project and Organization name)

#### Uses of Shared HMIS Data:

- Coordinate housing services for families and individuals experiencing or facing a housing crisis in Riverside County.
- Understand the extent and nature of homelessness in Riverside County.

- Evaluate performance and progress toward community benchmarks.
- Improve the programs and services available to Riverside County residents experiencing homelessness or a housing crisis.
- Improve access to services for all Riverside County homeless and at-risk populations.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that all services are targeted to those most in need, including hard to serve populations.
- Ensure that clients receive the amount and type of services that best fits their needs and preferences.
- Pursue additional resources for ending homelessness.
- Advocate for policies and legislation that will support efforts to end homelessness in Riverside County.

**Client Protection:**

- Informed consent must be given by clients in order for their information to be shared among participating agencies in the Riverside County Continuum of Care HMIS.
- Informed consent is valid for (7) seven years from the date the client signed Consent for Release of Information form, unless the client revokes the consent in writing.
- Identifying client information will only be shared among agencies that have signed a data sharing agreement. At the time of informed consent, and at any point after, the client has a right to see a current list of participating agencies.
- Additional agencies may join the County of Riverside Continuum of Care HMIS and will be added to the list of participating agencies. As part of the informed consent process, clients must be informed that additional agencies may also have access to the client's information.
- HMIS users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- Clients may not be denied services based on their choice to withhold their consent.

This agency shall defend, indemnify, and hold all other agencies harmless from any and all claims arising out of another agency's negligent performance of this agreement. Any loss or liability to third parties or agencies resulting from negligent acts, errors, or omissions of a County of Riverside CoC HMIS "participating agency," while acting within the scope of their authority under this Agreement, shall be borne by that user exclusively.

**Agreed to and signed by the following agency representative:**

PRINTED NAME AND TITLE	AGENCY NAME

SIGNATURE OF CEO/EXECUTIVE DIRECTOR	DATE

[Redacted Signature]

SIGNATURE

DATE

## Appendix G: HMIS Data Quality Plan



### County of Riverside Continuum of Care Homeless Management Information System (HMIS)

## Data Quality Plan

### Introduction

To end homelessness, a community must know the scope of the problem, the characteristics of those who find themselves homeless, and understand what is working in their community and what is not. Solid data enables a community to work confidently towards their goals as they measure output, outcomes, and impacts.

### What is a Data Quality Plan?

A Data Quality plan is a systematic approach for the CoC to establish and define data quality expectations. Data quality is a key component for HUD reporting purposes such as the System Performance Measures (SPM),

Annual Homelessness Assessment Report (AHAR), Annual Performance Report (APR), Point-In-Time (PIT), Housing Inventory Count (HIC) as well as reporting purposes for the federal partners . In addition, HUD ties data quality to overall CoC competitiveness for funding.

### Data Quality Elements

#### HMIS Data Standards

The 2022 HMIS Data Standards provide communities with baseline data collection requirements developed by HUD and its federal partners.

#### A. Universal Data Elements

HMIS Universal Data Elements are elements required to be collected by all projects participating in HMIS, regardless of funding source. The Universal Data Elements establish the baseline data

collection requirements for all contributing CoC projects. They are the basis for producing unduplicated estimates for the number of people experiencing homelessness, accessing services from homeless assistance projects, basic demographic characteristics of people experiencing homelessness, and patterns of service use, including information on shelter stays and homelessness over time.

The following are the Universal Data Elements per the 2022 HMIS Data Standards Manual:

3.1	Name	3.10	Project Start Date
3.2	Social Security Number	3.11	Project Exit Date
3.3	Date of Birth	3.12	Destination
3.4	Race	3.15	Relationship to Head of Household
3.5	Ethnicity	3.16	Client Location
3.6	Gender	3.20	Housing Move-in Date
3.7	Veteran Status	3.917	Living Situation
3.8	Disabling Condition		

## B. Program Specific Data Elements

Program Specific Data Elements differ from the Universal Data Elements in that no one project must collect every single data element.

The following Program Specific Data Elements are required by more than one Federal partner per the 2022 HMIS Data Standards Manual:

4.2	Income and Sources	4.10	Substance Abuse Disorder
4.3	Non-Cash Benefits	4.11	Domestic Violence
4.4	Health Insurance	4.12	Current Living Situation
4.5	Physical Disability	4.13	Date of Engagement
4.6	Developmental Disability	4.14	Bed-Night Date
4.7	Chronic Health Condition	4.19	Coordinated Entry Assessment
4.8	HIV/AIDS	4.20	Coordinated Entry Event
4.9	Mental Health Disorder		

## Data Quality Benchmarks

### Policy

In order to qualify as “participating in the HMIS” all HMIS Participating Agencies must meet the data quality benchmarks as described in the County of Riverside Continuum of Care’s HMIS Data Quality Plan. These benchmarks apply to all HMIS Participating Agencies whether or not the agency provides the data directly into the HMIS or submits it to the HMIS Lead Agency for input into HMIS.

### HMIS Coverage

#### Definition

The degree to which all homeless assistance providers within the CoC enter all homeless clients into HMIS.

#### Rationale

Partial participation across the CoC geography can negatively affect the ability of the CoC to report and analyze community performance. If some providers are not participating in the HMIS, it will be difficult to determine whether the data accurately reflects what is happening within projects or across the system.

#### Required Benchmarks:

1. 100% of all HUD funded homeless assistance programs (excluding Domestic Violence programs) must participate in HMIS.
  2. 100% of all beds in non-funded projects.
- 

### Bed Utilization

#### Definition

The degree to which the total number of homeless beds within the HMIS are recorded as occupied divided by the total number of homeless beds within the CoC.

#### Rationale

Utilization rate, or the number of beds occupied as a percentage of the entire bed inventory, is an excellent barometer of data quality. It is difficult to measure data quality if the utilization rate is too low (below 65%) or too high (above 105%) without a reasonable explanation.

#### Required Benchmarks:

Housing Program Type	Target Utilization Rate
Emergency Shelter	85%
Transitional Housing	85%
Permanent Housing	85%

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## Data Completeness

### Definition

The degree to which all required HMIS Universal Data Elements and Program Specific Data Elements are recorded in the HMIS.

### Rationale

Partially complete or missing data (e.g. SSN digits, year of birth, disability or veteran status) can negatively affect the ability to provide comprehensive services and could mean participants do not get the help they need to become permanently housed. It also makes it difficult to unduplicate the number of clients served.

### Required Benchmarks:

Universal Data Element	All Projects			Street Outreach		
	Target	Acceptable NULL/ Missing	Acceptable "Client Don't Know", "Client Refused"	Target	Acceptable NULL/ Missing	Acceptable "Client Don't Know", "Client Refused"
Name	100%	0%	5%	100%	0%	10%
Social Security Number	100%	0%	5%	100%	0%	10%
Date of Birth	100%	0%	5%	100%	0%	10%
Race	100%	0%	5%	100%	0%	10%
Ethnicity	100%	0%	5%	100%	0%	10%
Gender	100%	0%	5%	100%	0%	10%
Veteran Status	100%	0%	5%	100%	0%	10%
Disabling Condition	100%	0%	5%	100%	0%	10%
Project Start Date	100%	0%	5%	100%	0%	10%
Project Exit Date	100%	0%	5%	100%	0%	10%
Destination	100%	0%	5%	100%	0%	10%
Relationship to Head of Household	100%	0%	5%	100%	0%	10%
Client Location	100%	0%	5%	100%	0%	10%
Housing Move-in Date	100%	0%	5%	100%	0%	10%
Living Situation	100%	0%	5%	100%	0%	10%

## Data Timeliness

### Definition

The degree to which the data is collected and recorded into HMIS.

## **Rationale**

Entering data in a timely manner can reduce human error when too much time has elapsed between data collection and date entry. Also, when a user exits a person from one program and enters them into another, this may affect outcomes such as income. Timely data entry assures data is accessible when it is needed (e.g. monitoring purposes, funding reporting, responding to requests for information).

## **Required Benchmarks:**

HMIS data must be entered into HMIS in real time or within seven (7) calendar days from the point of the event, (intake/ enrollment, service delivery, annual assessments, or exit/ discharge) to record the information into the HMIS software.

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## **Data Accuracy**

### **Definition**

The degree to which the data reflects the real-world client or service.

### **Rationale**

To ensure data is collected and entered accurately. Accuracy of data in HMIS can be difficult to access. It depends on the client's ability to provide the correct data and the intake worker's ability to document and enter the data accurately.

### **Required Benchmarks:**

100% of data entered into HMIS must reflect what clients are reporting.

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## **Data Consistency**

### **Definition**

The degree to which the data is equivalent in the way it is collected and stored.

### **Rationale**

To ensure that data is understood, collected, and entered consistently across all programs in the HMIS. Consistency directly affects the accuracy of data; in an end user collects all the data, but does not collect it in a consistent matter, and then the date may not be accurate.

### **Required Benchmarks:**

100% of data in the HMIS should be collected and entered in a consistent manner across all programs. Data collection and entry should be conducted in accordance with the most current HUD HMIS Data Standards.

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## **Roles and Responsibilities**

### **HMIS Lead**

The HMIS lead will monitor the overall data quality of the HMIS for the CoC at the system level and at the individual provider level.

#### **Responsibilities:**

1. Work with the HMIS vendor to ensure access to data quality reports.
2. Utilize the HUD Data Quality Report to monitor data quality and data timeliness for each project in HMIS.
3. Communicate data quality issues /errors and provide technical assistance to HMIS participating agencies and staff on how to improve data quality.
4. Provide training and technical assistance on data quality standards to HMIS end users to ensure data quality benchmarks are met.
5. Monitor the cleaning and updating of client data that has been identified as a data quality error/ issue with the agency.

### **Agency Administrator**

The Agency Administrator will monitor the overall data quality for their agency and respond to the HMIS Lead's request for data clean-up.

#### **Responsibilities:**

1. Utilize the HUD Data Quality Report monthly to monitor data quality and data timeliness at the project level.
2. Utilize the APR and Data Quality Detail Export monthly to identify and correct client level data issues/ errors that were identified on the HUD Data Quality Report.
3. Utilize the Clients in Programs Report monthly to ensure all client intakes/ exits are entered into HMIS on a timely basis.
4. Resolve any data quality errors/ issues addressed by the HMIS lead within five (5) business days.
5. Address data quality weaknesses with agency end users to improve data quality and ensure data quality benchmarks are met.

### **HMIS End User**

HMIS end users are responsible for entering accurate and consistent HMIS data in a timely manner.

#### **Responsibilities:**

1. Ensure all client level data is entered into HMIS within seven (7) calendar days of the event.
-

2. Accurately record into HMIS information that client reports.
3. Always search the HMIS database for an existing client record prior to client intake to avoid duplication of client records.

## **Monitoring**

The purpose of monitoring is to ensure that the agreed upon data quality benchmarks are being met to the greatest extent possible and that data quality issues are identified and corrected in a timely manner.

### **HMIS Staff**

HMIS Staff will conduct annual reviews of HUD CoC funded projects to ensure adherence to the Data Quality Plan. HMIS Staff will use the HUD Data Quality report to monitor data quality and data timeliness and also compare paper records in the client's files to the HMIS record to monitor data accuracy.

### **HMIS Administrators Council**

At the quarterly meetings, HMIS Staff will provide the HMIS Administrators Council data quality reports of any HMIS participating agency that needs to improve their data quality.

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## **Data Quality Reports**

### **HUD Data Quality Report**

As part of HUD's Data Quality Framework, this report analyzes HMIS data collection to meet the requirements defined by HUD in version 5.1 of the Data Dictionary. The report provides aggravated HMIS data within a specific date range. There are seven (7) reporting questions in this report.

1. Question 1 is a validation table. Clients are counted in these questions based on the details of the program enrollment (Relationship to HoH, Entry/Exit dates, etc.), client information (date of birth/age/ veteran status), and entry assessment data (chronically homeless).
  2. Question 2 - Personally Identifiable Information. This question looks at data entered on the client record for data quality errors or responses that signal potential data issues. Errors look at any records where information is not present because the client didn't know the response, refused to provide a response or the data was not collected.
  3. Question 3 – Universal Data Elements. This question looks to entry assessment data to identify missing information or data entered that signals potential data quality issues. Errors look at any records where information is not present because the client didn't know the response, refused to provide a response or the data was not collected.
  4. Question 4 – Income and Housing Data Quality. This question looks for data quality errors on required financial assessments at entry, annual and exit as well as exit destinations. Errors look at any records where information is not present because the client didn't know the response, refused to provide a
-

response or the data was not collected or where the response of the client has income “yes” or “no” at a data collection stage but is inconsistent with the income source information.

5. Question 5 – Chronic Homelessness. The question identifies the number of clients where data elements #3.917A and #3.917B (Living Situation) is not present because the client didn’t know the response, refused to provide a response or the data was not collected which is essential for calculating chronic homelessness.
6. Question 6 – Timeliness. This question identifies how quickly project entry dates and project exit dates are entered into HMIS after they occur.
7. Question 7 – Inactive Records; Street Outreach & Emergency Shelter. This question identifies clients with enrollments who may need to be exited. The report sets a 90-day limit on inactive records and reports how many records within the report range are inactive (i.e. should have been exited but were not) based on data element #4.12 (Contact) with the client for outreach or bed nights for shelters. This report looks at entry and exit dates of client enrollments.

### **APR & Data Quality Export**

With the increased complexity and requirements of aggregate federal compliance reporting, access to client level data is critical to troubleshooting. To meet the need of client level data for several compliance reports, the APR & Data Quality Export will produce the list of active clients used in aggregate reports (HUD Data Quality Report). This export can be used to identify clients with data quality errors and check aggregate counts.

### **Clients in Programs Report**

The Clients in Programs report shows the count of clients enrolled by program and allows you to dynamically expand each program to show the client name, SSN, race, gender, enrollment date, exit date and separate totals for those clients still enrolled and those who have an end date. It also displays the total number of days the client spent enrolled in the program if an end date has been entered or the number of days from the enrollment date to the end date of the reporting period if the enrollment is still active.

## Appendix H: HMIS Program Information Setup Form

## HMIS Project and Grant Setup Form

The Continuum of Care is required to collect and store data in a Homeless Management Information System (HMIS) database. An HMIS software must collect all the data elements within the HMIS Data Standards, support the system logic, and ensure that data elements' visibility is appropriate to the Project Type and Funding Sources for projects. Additional information regarding the HMIS data standard requirements can be found at <https://www.hudexchange.info/programs/hmis/hmis-data-standards/>

To remain in compliance with the data collection requirements, agencies must complete one project and grant setup form for each project.

Note: Missing fields will delay setting your projects up in the HMMIS System.

Program and Grant Setup Form	
Organization Name:	<input style="width: 90%;" type="text"/>
Project Name:	<input style="width: 90%;" type="text"/>
Project Grant ID Number:	<input style="width: 90%;" type="text"/>
Name of Contact Person:	<input style="width: 90%;" type="text"/>
Contact Phone number:	<input style="width: 90%;" type="text"/>
Organization Main Address Address:	<input style="width: 90%;" type="text"/>
City	State: <input style="width: 10%;" type="text"/> Zip code: <input style="width: 15%;" type="text"/> Primary Number: ( <input style="width: 5%;" type="text"/> ) <input style="width: 15%;" type="text"/>
Name of Agency Director or Program Manager:	<input style="width: 90%;" type="text"/> Project
Start Date:	Project End Date: <input style="width: 15%;" type="text"/> Program Capacity (Max # of Beds): <input style="width: 15%;" type="text"/>
Other Accessing Organizations: (That will access/enroll clients into this same program):	
Agency Name	<input style="width: 90%;" type="text"/> Agency Name <input style="width: 90%;" type="text"/>
<b>What is the Housing Type of this project? (Check one):</b>	
<input type="radio"/> Emergency Shelter	<input type="radio"/> Transitional Housing
<input type="radio"/> Street Outreach	<input type="radio"/> Homeless Prevention- Rental
<input type="radio"/> Rapid Rehousing	<input type="radio"/> Assistance Services Only Program
<input type="radio"/> Other	<input type="radio"/> Permanent Housing w/ Services (no disability required for entry)
<input type="radio"/> Permanent Housing (disability required) <input type="radio"/> Homeless Prevention - Hotel/Motel Voucher <input type="radio"/> Safe Haven	
Tracking Method (For Emergency Shelters Only): Entry/Exit Date <input type="radio"/> Night-by-night <input type="radio"/>	
Housing Type: Site-based – single site <input type="radio"/> Site-based – clustered/multiple sites <input type="radio"/> Tenant-based – scattered site <input type="radio"/>	
<p style="color: red;">*If "Site-based – single site" selected, provide <u>Main Site address</u> (DV providers NOT required):</p> Address: <input style="width: 90%;" type="text"/>	
<p style="color: red;">*If "Site-based – clustered/multiple sites" selected, provide <u>the address</u> for the site where most beds and units are located, including the street address, city, state and zip code (DV providers NOT required):</p> Address: <input style="width: 90%;" type="text"/>	
<p style="color: red;">*If "Scattered site" selected, provide only the <u>Zip code</u> where most project beds and units are located:</p> Zip Code: <input style="width: 20%;" type="text"/>	
<p style="color: red;"><b>This section is completed by Victim service provider Only:</b> While DV Providers are exempt from entering address information, enter only the zip code that reflects the location of the project's principal site, or for multiple site or scattered site projects, the location in which most of the project's clients are housed.</p> Zip Code: <input style="width: 20%;" type="text"/>	

**What is the GEO code?** GEO code: \_\_\_\_\_

Enter the Geocode associated with the geographic location of the principal provider project service site. Scattered-site housing projects should record the Geocode where most of beds are located or where most beds are located as of the inventory update. A list of Geocodes can be found at: [https://www.hud.gov/sites/dfiles/CPD/documents/FY2020-Geographic-Codes-with-PPRN\\_Final.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/FY2020-Geographic-Codes-with-PPRN_Final.pdf)

**Is this project HUD McKinney-Vento Funded?**

\*(Note): Only select S+C, SRO, or SHP as the McKinney-Vento funding source if your project still has funding and use requirements associated with that funding. Projects that were originally funded under those programs but are currently being renewed under the CoC Program should only identify CoC as the funding sources.

- Not HUD McKinney-Vento Funded
- HUD: ESG - Emergency Shelter
- HUD: ESG - Rapid Re-Housing
- HUD: ESG - CV- County
- HUD: ESG - CV - City
- HUD: CoC – Safe Haven
- HUD: CoC – Transitional Housing [Use also for legacy SHP-TH]
- HUD: CoC – Permanent Supportive Housing [also for legacy SHP-PSH and
- HUD: CoC – Rapid Re-Housing
- HUD: CoC – Single Room Occupancy
- HUD: CoC – Joint Component TH/RRH
- HUD: CoC – Youth Homeless Demonstration Program (YHDP)
- HUD: Rural Housing Stability Assistance Program

**Is this project receiving Other Federal Funding Sources? (\*Please indicate all funding sources for this project)**

- HUD: HUD/VA Supportive Housing (HUD/VASH)
- VA: Supportive Services for Veteran Families Program (SSVF) - Prevention
- VA: Supportive Services for Veteran Families Program (SSVF)-Rapid Re-Housing (Priority 1 (Y/N)
- VA: Grant and Per Diem Program (GPD) – Bridge Housing
- VA: Grant and Per Diem Program (GPD) – Low Demand
- VA: Grant and Per Diem Program (GPD) – Hospital to Housing
- VA: VA Funded Transitional Housing
- VA: Health Care for Homeless
- VA: Grant and Per Diem Program (GPD) – Clinical Treatment
- VA: Grant and Per Diem Program (GPD) – Service Intensive Transitional Housing
- VA: Grant and Per Diem Program (GPD) – Transition in Place
- VA: VA Funded Transitional Housing - Compensated Work Therapy Transitional Residence
- VA: Grant and Per Diem Program (GPD) – Case Management/Housing Retention
- VA: CRS Contract Residential Services
- VA: Community Contract Safe Haven Program (HCHV/SH)
- HHS: RHY Basic Center Program (BCP)
- HHS: RHY Transitional Living Program (TLP)
- HHS: RHY Maternity Group Homes for Pregnant and Parenting Youth (MGH)
- HHS: RHY Demonstration Project
- CDBG: Community Development Block Grant
- EFSP: Emergency Food and Shelter Program
- EHAP: Emergency Housing and Assistance Program
- HEAP: Homeless Emergency Aid Program
- HHAP: Homeless Housing, Assistance and Prevention
- HUD: Rural Housing Stability Assistance Program
- County General Funds
- HDAP - Housing Development Assistance Program
- Private funding
- HUD: HOPWA - Hotel/Motel Vouchers
- HUD: HOPWA - Housing Information
- HUD: HOPWA - Permanent Housing (Facility Based or TBRA)

County of Riverside CoC - Project Setup Form - Revised 11/30/2021

**Is this project receiving Other Federal Funding Sources? (\*Please indicate all funding sources for this project)**

- HUD: HOPWA - Permanent Housing Placement
- HUD: HOPWA - Short-Term Rent, Mortgage, Utility Assistance
- HUD: HOPWA - Short-Term Supportive Facility
- HUD: HOPWA - Transitional Housing (facility-based or TBRA)
- HUD Public and Indian Housing (PIH) programs (non-VASH), including public housing and housing choice voucher inventory that is dedicated to homeless persons
- Other (Specify) \_\_\_\_\_

**Funding Recipient Type (Check One):**

- Direct Recipient
- Subrecipient (If sub-recipient provide direct recipient agency name \_\_\_\_\_)
- Sub-contracted Agency (provide direct recipient agency name \_\_\_\_\_)

Note: Agencies entering data into HMIS are responsible for generating and sending program specific HMIS reports to their funders. If you are an funder (direct recipient) whom have contracted out client services to another agency (subrecipient or subcontracted agency), please contact your sub-recipient or sub-sub-recipient for reporting needs.

**Target Population - (Please select one option- at least 75% of clients fall into the population category)**

- DV: People who are Survivors of Domestic Violence
- HIV/AIDS N/A: Not applicable

\_\_\_\_\_  
**Authorized Signature (HMIS Administrator/Alternate)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

## Key Terms

**Adults** – Persons age 18 and older

**Child** – Persons under age 18

**Youth** – Persons under age 24. HUD collects and reports youth data based on persons under 18 and persons between ages 18 and persons between ages 18 and 24

**Parenting Youth** – A youth who identifies as the parent or legal guardian of one or more children who are present with or sleeping in the same place as that youth parent, where there is no person over age 24 in the household.

### **Bed Type (Emergency Shelter Only):**

**Facility-based:** Beds (including cots or mats) located in a residential homeless assistance facility dedicated for persons who are homeless

**Voucher:** Beds located in a hotel or motel and made available by the homeless assistance project through vouchers or other forms of payments.

**Other:** Beds located in a church or other facility not dedicated for use by persons who are homeless

### **Overflow Beds (Emergency Shelter Only):**

Beds that are available on an ad hoc or temporary basis in response to demand that exceeds planned bed capacity.

For the HIC, identify the number of overflow beds that are only used when the "regular" beds are full on the night of the count if there is no fixed number of overflow beds.

### **Seasonal Beds:**

Beds that are NOT available year-round, but instead are available on a planned basis, with set start and end dates.

### **Beds dedicated to Veterans:**

Beds that are reserved for homeless veterans and their household members (if applicable).

These beds must be filled by veterans and their households who qualify for the project unless there are no homeless veterans and their families located within the geographic area who qualify.

### **Beds dedicated to Youth:**

Beds that are reserved for homeless youth, including parenting youth and unaccompanied youth and their household members (if applicable). Those beds must be filled by a homeless youth (or member of their household) who qualifies for the project unless there are no homeless youth within the geographic area who qualify. For the HIC, the project must indicate if the dedicated beds are reserved only for youth under age 18, only for youth ages 18-24, or for all youth up to age 24.

### **Beds dedicated to Chronic Homeless (Permanent Supportive Housing Only):**

The PSH beds that are dedicated to house chronically homeless persons and their household members (if applicable). Those beds must be filled by chronically homeless persons (or member of their households) who qualify for the project unless there are no chronically homeless persons located within the geographic area who qualify.

## **Appendix J: Client Intake Forms**

\*\*Updated HMIS Client Intake, annual assessment, exit, and supplemental forms, by project type, can be found on the HMIS Unit website at:  
[www.harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx](http://www.harivco.org/ContinuumofCareDivision/HomelessManagementInformationSystem/tabid/237/Default.aspx)