



**Board of Directors Meeting Agenda  
January 13<sup>th</sup>, 2024 | 1:00-2:30pm  
Meeting Location:**

<https://us02web.zoom.us/j/84448218971>

**Board members:** Anna Scott, Amanda Greenberg, Jennifer Kreitz, Kris Kuntz, Patricia Robertson

- |  |                                  |
|--|----------------------------------|
| <b>1. Call to Order / Roll Call</b>  | <i>Anna Scott</i>                |
| <b>2. Approval of Agenda</b><br>Review proposed Agenda. Make revisions/additions, as necessary | <i>Anna Scott</i>                |
| <b>3. Approval of Meeting Minutes</b>  | <i>Anna Scott</i>                |
| <b>4. Public Comment</b>   |                                  |
| <b>5. Board Member Approval (Action Item)</b>  | <i>Anna Scott</i>                |
| <b>6. HHAP Update</b>  | <i>Anna Scott</i>                |
| <b>7. ESG NOFA</b>   | <i>Amy Wyatt</i>                 |
| <b>8. Strategic Plan FY 25/26 Update</b>   | <i>Amy Wyatt/ Leng Powers</i>    |
| <b>9. PIT Count</b>  | <i>Amy / Stephanie / Melissa</i> |
| <b>10. HMIS Policy and Procedures</b>  | <i>Amanda/Melissa</i>            |
| <b>11. Roundtable</b>  |                                  |

**Meeting Adjournment**

**Next meeting date:** February 10<sup>th</sup>, 2024 Zoom only

**2025 Agenda Items:**

Governance Charter  
Lived Expertise  
Funding Policy  
Housing Authority Presentation  
Community Meetings/ Focus Groups



**Board of Directors Meeting Agenda**  
**December 9<sup>th</sup>, 2024 | 1:00-2:30pm**  
**Meeting Location:**

<https://us02web.zoom.us/j/84448218971>

**Board members:** Anna Scott, Amanda Greenberg, Jennifer Kreitz, Kris Kuntz, Patricia Robertson

Attendees: Francie Avitia, Danielle Murray, Anna Scott, Amanda Greenberg, Rebecca Samaha, Amy Wyatt, Melissa Best-Baker, Jennifer Kreitz, Vanessa Ruggio, Tawni La Frombois, Karen Kong, Jose Garcia, Sara Alden, Eliana Argueta, Nathan Derr, Stephen Peck, Patricia Robertson, Kris Kuntz, April Craren, Kati Forester

1. **Call to Order / Roll Call** *Anna Scott*
2. **Approval of Agenda** *Anna Scott*  
Review proposed Agenda. Make revisions/additions, as necessary  
Jennifer Kreitz moved to approve; Amanda Greenberg seconded  
  
Ayes: Kris Kuntz, Patricia Robertson, Jennifer Kreitz, Anna Scott, Amanda Greenberg  
  
Nayes: 0
3. **Approval of Meeting Minutes** *Anna Scott*  
Jennifer Kreitz moved to approve; Amanda Greenberg seconded  
  
Ayes: Kris Kuntz, Jennifer Kreitz, Anna Scott, Amanda Greenberg  
  
Nayes: 0  
  
Abstain: Patricia Robertson
4. **Public Comment**  
None
5. **Board Member Approval (Action Item)** *Anna Scott*

Anna Scott: Eryn Dobbins resigned from the COC. There are two candidates, Angela and Brian. Brian indicated Monday's may not work due to court. Working with CAO of Alpine to determine if both candidates will be put forward and will act as alternates for each other. No confirmation yet. Working with Thurmond on by laws updates and this will help clarify a few things for board membership. Need to make sure there is potential for alternates, particularly with scheduling conflicts. Working on scheduling a broader workshop to discuss these items. Would like this on a future agenda.

Patricia Robertson: That is fine to push, there are active conversations happening.

Anna Scott: We will add this to the January agenda, no further action today.

**6. HHAP Update**

*Amy Wyatt*

Amy Wyatt: Still waiting for the HHAP 5 Standard Agreement, we have been approved but they are sending out agreements on a rolling basis. Once signed by Inyo and HCD we can begin the process for planning RFP.

HHAP Round 6 – NOFO released in January, usually there is a 60–75-day application period. The app will be due March/April. Requirement- counties that have allocations of funding (Mono Inyo) have compliant housing elements. Approval needed by HCD and must be approved before application. Eligible activities remain the same as HHAP 5. No new interim housing projects unless we can demonstrate need. 10% funds must be for unaccompanied youth services.

Anna Scott: ESCOC board has set forth budget for HHAP Round 1 and 2 which came from IMACA during the transition from IMACA to Inyo. Funds being disbursed for existing housing projects and the contract to ESCH. One piece of contract was outstanding, Patricia has provided some budget information, now moving forward. The board subcommittee has identified priority expenditures around HHAP 3. Would like to have in place as part of governance doc or P&P- the ability to RFP and have local agencies apply for funding to make process straight forward. This way there will be direction on allowable use of funding and have mechanism to request funds for projects. Board workshop to work through finalization of governance docs and P&P's.

Amy Wyatt: Early 2025- kind of like a board retreat.

Anna Scott: Next step is to schedule board retreat.

**7. PIT Count**

*Stephanie Rubio*

*Melissa /*

Melissa Best Baker: Committee who attended workshop decided to move to another software called Point in Time, Amy said there is positive feedback around it. January 30, 2025, 5PM. Training session planned at 4pm prior to count. Bishop and Teams. Stephanie has ordered backpacks and some biodegradable soap. In Inyo County working on volunteer event flyer and working with wellness center in Bishop and Lone Pine on doing a dinner for that.

Amy Wyatt: There was also conversation and working with local hospitals to work with their ER

Patricia: Thank you to everyone who is coordinating PIT Count. Have had conversation with Alpine about a possible count, seems rushed but we are waiting on direction from them

Melissa Best Baker: Let Stephanie know how many backpacks we need

Francie Avitia: Jennifer Esparza is the one who organizes the PIT Count

Amanda Greenberg: There is an email going around Mono County, planning on organizing a dinner, BHAB will discuss it

Anna Scott: PIT is national day led by COC, field level outreach to individuals who are

homeless to update homelessness counts. Individuals go out in the field to make contact with those who are unsheltered/living in cars. Numbers are used for housing and homelessness funding. The count is conducted in the evening, followed by a service count. Individuals who are engaged in services are counted later

## 8. Roundtable

Melissa Best Baker- Stephanie Rubio has been hired as housing supervisor for Inyo. Working on website for COC. Close to contract being signed and product being available. Outside the county of Inyo so all can access.

Karen Kong: The Inyo County Foster Youth Collab decided that they are going to expand the number of children involved in shop with a cop, no one on one with a cop. Week following shop with a cop the police and Santa go out and about to take gifts to the families. Added an additional 24 kids to list and hope to continue that. Meeting with the principal at Palisades to discuss homeless youth who would benefit from this list.

Stephen Peck: President of State Veterans US VETS group- earlier this year received a grant from MH oversite board to reach out to counties to determine if MH services are being provided to veterans. Would like to do a focus group. There is money at a state level for MH services.

Amanda Greenberg: Can you clarify who would be in the focus group?

Stephen Peck: Survey is for if counties are getting adequate funding to provide MH services, lots of counties just refer services to VA. There are MH Services dollars that counties don't use, want to get a snapshot of where counties are with funding like this. Would like to advocate for counties to get money.

Anna Scott: As you plan the focus group with Gordon Green feel free to reach out.

Patricia Robertson: Jerett Mendez is our new housing coordinator, Isaura Ocampo left. Full time benefitted position vacant at the moment. Working on coordination with Alpine on PIT count. In ESCH office we see an uptick in homeless youth and homeless families which is not historically common. Believe that this is because of new services being provided. Maybe folks now know they can reach out to us. Good to know in terms of resources, we may need to consider those groups in the future. By laws- Our housing choice voucher is operated by Stanislaus Housing Authority- do they have a role participating on the board as a constituent? Could write in some rule for coordination with us. Did receive an ESG award through HCD to ESCH for rapid rehousing. Allocation specific to Innsbruck but also received match from US Bank so there is some funding trying to achieve independently of the COC. Also having some conversations around contracting with an outside entity to help with the admin side of accessing MCP funding for eligible clients. Speaking with MCP's and entity to figure out the best way to make that work. Waiting on electrical equipment to complete Innsbruck, occupied 5 units but need to wait for electrical for rest. Once installed starting lease signing March 1- have clients in this day. Maybe a little sooner. Clients will come from coordinated entry system for Innsbruck. 15 units with 5 currently occupied, 1 onsite managers unit. Notified that grant application to rehabilitate valley apartments was approved, will start working on timelines. Will be temp relocation needed of current occupants.

Karen Kong: Every school district has a homeless liaison, and they can get you current counts of who is in their system and who is going your way.

Amy Wyatt: Thurmond is an authorized TA provider for CalAIM, for any agency interested in becoming an ECM provider. Service through TA marketplace that is free- for more info on how to get connected reach out to me. We can make a referral to our CalAIM experts or other consultants. Any agency that has not been approved in ECM or is interested in

learning more about CalAIM.

Sara Alden: Will valley apt apps go to IMACA or ESCH?

Patricia: IMACA is still the current owner and need to look at what closing acquisition looks like.

Melissa Best Baker: Make sure to cross reference waiting list with Inyo County

Sara Alden: There are 27 people on the list

Establish funding policy, continue to reach out to Stanislaus

**Meeting Adjournment**

**Next meeting date:** January 13<sup>th</sup>, 2025 Zoom only

**2025 Agenda Items:**

**Governance Charter**

**Lived Expertise-**

**have on board**

**Funding Policy**

**Housing Authority Presentation**

**Eastern Sierra Continuum of Care (CoC)**  
**Board of Directors**  
**Candidate Application**

The information on this form is confidential and will be reviewed only by the Board of Directors.

Name: Angela Slais

Physical Address: 75 Dimond Valley Road, Markeeville, Ca. 96120

Mailing Address: \_\_\_\_\_  
(if different than above)

Phone: 530.721.6749  
Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Fax: \_\_\_\_\_ Email: aslais@alpinecountyca.gov

Employer/Occupation: Alpine County HHS

Affiliations: \_\_\_\_\_  
\_\_\_\_\_

Organizations: \_\_\_\_\_

Memberships: \_\_\_\_\_

Area(s) of knowledge, expertise and/or influence you would bring to the CoC Board as a member:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason(s) for interest in Eastern Sierra CoC Board membership:

I will temporarily fill in until a more permanent solution is in place

Stakeholder Group that you would represent (please check one box only):

Government Representatives  
 Consumers and Advocates

Nonprofit Assistance Providers  
 Community Stakeholders

Signature aslais  
2024-11-25 22:47:27

Angela Slais

Date \_\_\_\_\_

**Eastern Sierra Continuum of Care (CoC)**  
**Board of Directors**  
**Candidate Application**

The information on this form is confidential and will be reviewed only by the Board of Directors.

Name: TAWNI LAFROMBOIS

Physical Address: 50 TU SU LANE, BISHOP, CA 93514

Mailing Address:  
(if different than above) \_\_\_\_\_

Phone: 760-873-4414  
Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Fax: \_\_\_\_\_ Email: tawni.lafrombois@bischoppaiute.org

Employer/Occupation: Bishop Paiute Tribe / Project Coordinator

Affiliations: Bishop Paiute Tribe-Social Services Department. Bringing Families Home, HDAP, Home Safe, Tribal Opioid Fund Programs

Organizations: \_\_\_\_\_

Memberships: \_\_\_\_\_

Area(s) of knowledge, expertise and/or influence you would bring to the CoC Board as a member:

BFH/HDAP/HS Programs, Budgeting, local resource connections

Reason(s) for interest in Eastern Sierra CoC Board membership:

To establish a working relationship with CoC and other participating agencies

Stakeholder Group that you would represent (please check one box only):

Government Representatives  
 Consumers and Advocates

Nonprofit Assistance Providers  
 Community Stakeholders

Signature Tawni LaFrombois Digitally signed by Tawni LaFrombois  
Date: 2024.12.09 09:15:51 -08'00'

Date \_\_\_\_\_

**Eastern Sierra Continuum of Care (CoC)**  
**Board of Directors**  
**Candidate Application**

The information on this form is confidential and will be reviewed only by the Board of Directors.

Name: Kylee andreas

Physical Address: 50 Tu Su Ln bishop ca 93513

Mailing Address:  
(if different than above) \_\_\_\_\_

Phone: 7609202864  
Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Fax: \_\_\_\_\_ Email: Kylee.andreas@bischoppaiute.org

Employer/Occupation: Social services director

Affiliations: Bishop Paiute tribe

Organizations: \_\_\_\_\_

Memberships: \_\_\_\_\_

Area(s) of knowledge, expertise and/or influence you would bring to the CoC Board as a member:

I over see the rave program and the icwa program also opioid program

Reason(s) for interest in Eastern Sierra CoC Board membership:

To help the community

Stakeholder Group that you would represent (please check one box only):

Government Representatives  
 Consumers and Advocates

Nonprofit Assistance Providers  
 Community Stakeholders

Signature *Kylee Andreas* Date 12/6/24

**Eastern Sierra Continuum of Care (CoC)**  
**Board of Directors**  
**Candidate Application**

The information on this form is confidential and will be reviewed only by the Board of Directors.

Name: Brian Lowry

Physical Address: 100 Foothill Road Markleeville, CA 96120

Mailing Address:  
(if different than above) PO Box 458 Markleeville, CA96120

Phone: 530-694-2192  
Home 530-721-9646  
Work Mobile

Fax: 530-694-2213 Email: blowry@alpineso.com

Employer/Occupation: Alpine County / Acting Chief Probation Officer

Affiliations: Chief Probation Officers of California (CPOC)

Organizations: \_\_\_\_\_

Memberships: \_\_\_\_\_

Area(s) of knowledge, expertise and/or influence you would bring to the CoC Board as a member:

Law enforcement and court process. Assisted with Point in Time Count in Alpine County

Reason(s) for interest in Eastern Sierra CoC Board membership:

I have clients that experience homelessness and require emergency shelter, transitional housing, and other supportive services.

Stakeholder Group that you would represent (please check one box only):

Government Representatives  
 Consumers and Advocates

Nonprofit Assistance Providers  
 Community Stakeholders

Signature 

Date 4/25/24

**Eastern Sierra Continuum of Care (CoC)**  
**Board of Directors**  
**Candidate Application**

The information on this form is confidential and will be reviewed only by the Board of Directors.

Name: Stormie De Haven

Physical Address: 2227 Loch Lomond ave.

Mailing Address:  
(if different than above)  
Bishop CA 93514

Phone: (700)258-6767 (700)937-3520  
Home Work Mobile

Fax: \_\_\_\_\_ Email: Sdehaven@inyo county.us

Employer/Occupation: Parent Partner HHS

Affiliations: \_\_\_\_\_

Organizations: Inyo County

Memberships: \_\_\_\_\_

Area(s) of knowledge, expertise and/or influence you would bring to the CoC Board as a member:

lived experience of being homeless

Reason(s) for interest in Eastern Sierra CoC Board membership:

to provide personal info about being a child  
that has experienced homelessness and  
challenges as an adult

Stakeholder Group that you would represent (please check one box only):

Government Representatives  
 Consumers and Advocates

Nonprofit Assistance Providers  
 Community Stakeholders

Signature Stormie De Haven

Date 12/17/24



**EASTERN SIERRA  
CONTINUUM OF CARE**

# **Homeless Management Information System Policies and Procedures Manual**

Eastern Sierra Continuum of Care Collaborative

November 2022

For use by the Eastern Sierra Continuum of Care (ESCoC), CoC Coordinator, HMIS Committee, HMIS Lead Or, HMIS Software System Provider, Contributing HMIS Organizations, Partner Agencies, and all End Users

## **Revision History**

Date Adopted	Version	Description of Changes	Date approved at CoC Meeting
February	1.0	Initial document created through Eastern Sierra	

HMIS Policies and Procedures Manual	Current Version: 1.0
	Date: 11/5/2022

2023		Continuum of Care	

Latest Changes Author:	Reviewed by:

Primary reason for change

HMIS Policies and Procedures Manual	Current Version: 1.0
	Date: 11/5/2022

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## I. Background

The U.S. Department of Housing and Urban Development (HUD) uses Homeless Management Information System (HMIS) data to inform homeless policy at the federal, state, and local levels. The HEARTH Act, enacted in 2009, requires that all recipients and subrecipients of funding through the Continuum of Care (CoC), which includes CoC Program and Emergency Solutions Grant (ESG) funds participate in a regional CoC HMIS. The CoC Interim Rule (24 CFR 578) defines CoC HMIS responsibilities to include the following:

1. Select an HMIS software solution
2. Designate an eligible applicant to manage the HMIS (the HMIS Lead Agency)
3. Provide oversight for key HMIS policies
4. Work with the HMIS Lead Agency to ensure consistent provider participation
5. Ensure the quality of HMIS data

In addition, the HMIS Proposed Rule (76 FR 22 76917) includes more specific HMIS requirements, including: the duties of the CoC; the duties of the HMIS Lead Agency; and security, data quality, privacy, and technical standards.

With the exception of Victim Service Providers defined by the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA), all homeless service providers included in the Eastern Sierra Continuum of Care may participate in HMIS, whether or not the specific program receives direct funding from HUD or other federal agencies. A particular program (or part of a program, such as a subset of beds within a program) is considered “participating” in HMIS if, as a matter of general practice, the program makes reasonable efforts to record all the Universal Data Elements for all clients served and discloses these data elements to the HMIS Lead Agency at least once annually. Disclosure occurs by directly entering data in the HMIS, electronically transferring data to the HMIS Lead Agency, or through other means determined with the HMIS Lead Agency. Such an HMIS participating agency is called a Contributing HMIS Organization (CHO) in these HMIS Policies & Procedures.

The Eastern Sierra Continuum of Care (ESCoC) Governance Charter, adopted by the CoC, requires that the CoC designate a legal entity that is also a Continuum of Care Program eligible applicant to serve as the HMIS Lead Agency. The HMIS Lead Agency maintains Inyo, Mono, and Alpine County's HMIS in compliance with HUD standards and coordinates all related activities, including training, maintenance, and the provision of technical assistance to all CHOs and HMIS license holders. .

The CoC created this *HMIS Policies and Procedures Manual* to outline how the CoC will comply with the following regulations, standards, and agreements: the HEARTH Act; CoC Interim Rule; HMIS Proposed Rule; [HMIS Data Standards](#).

HMIS Policies and Procedures Manual	Current Version: 1.0
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## II. Definition of Terms

**Access Point:** Any agency, organization, or group who have the ability to enter individuals into Coordinated Entry System.

**Contributing HMIS Organization (CHO):** Any agency, organization, or group who has signed a HMIS Agency Agreement and is allowed access and contributes data to the HMIS database. CHOs are places where individuals experiencing homelessness or at risk of homelessness can go to be entered into the Coordinated Entry System.

**CHO Administrator:** A designated agency point person to ensure that agreements related to the Coordinated Entry System are signed and data is complete. Also typically fulfills the role of CES Coordinator.

**Coordinated Entry System (CES):** A regional database that helps connect individuals experiencing homelessness or at risk of homelessness with housing resources.

**CES Coordinator:** A designated agency point person to ensure that agreements related to the Coordinated Entry System are signed and data is complete. Also typically fulfills the role of CHO Administrator

**Continuum of Care (CoC):** means the governing body organized to carry out the responsibilities required in planning and implementing HUD funded efforts to end homelessness in Inyo, Mono, and Alpine counties. The CoC may be comprised of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve homeless and formerly homeless persons to the extent that these groups are represented within the geographic area and are available to participate.

**End User:** A day-to-day user for the operation of the data collection and enters data into the HMIS Software System.

**Homeless Management Information System (HMIS):** A software application that houses databases such as CES to help connect individuals experiencing homelessness or at risk of homelessness with housing resources.

**HMIS Lead Agency:** An organization designated by a CoC to operate the CoC's HMIS means the entity designated by the Continuum of Care in accordance with the HMIS Proposed Rule (24 CFR Part 580) to operate the Continuum's HMIS on the Continuum's behalf.

**HMIS Administrator:** An organization that enters data into the HMIS Software System in compliance with the Memorandum of Agreement and under the oversight of the HMIS Lead Agency.

**Housing Connection List:** A list of active participants in the CES and other HMIS projects.

**Housing Projects/Programs:** Specific projects or programs within HMIS that may have specific funding or other requirements that dictate the population that can be served.

**Mainstream services:** Services provided to individuals who visit a CHO besides immediate housing placement, i.e. case management, housing navigation, rental subsidy, connection to social service

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eligibility, general community service connection, and food banks.

**Specialized Access Point:** Specialized Access Points are accessible for individuals or families who are fleeing domestic violence and/or are victims/survivors of domestic violence, dating violence, sexual assault, or stalking

**APR:** Annual Performance Report (formerly Annual Progress Report)

Contributing HMIS Organization

CES Coordinator (also known as “CHO Administrator”)

**CoC:** Continuum of Care

**Continuum of Care CoC:** means the governing body organized to carry out the responsibilities required in planning and implementing HUD funded efforts to end homelessness in Inyo, Mono, and Alpine counties. The CoC may be comprised of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve homeless and formerly homeless persons to the extent that these groups are represented within the geographic area and are available to participate.

**CoC Governance Charter:** The document that governs the roles, responsibilities, and operations of the CoC, Committees, Lead Agency, Collaborative Applicant, and HMIS Lead Agency

**Client:** A living individual about whom an Organization collects or maintains Protected Personal Information (PPI)

**End User:** A staff person who is responsible for following the HMIS and CES policies and procedures and day-to-day input/entry of the client-level data collected

**Eastern Sierra Continuum of Care:** ESCoC is the CoC that serves Inyo, Mono, and Alpine counties

**Grantee:** Many grantors (federal and others) require a grantee (agency) to participate in a HMIS database. Each recipient agency therefore agrees to participate, execute, and comply with a local HMIS Agency MOA and HMIS policies and procedures

**HIC:** Housing Inventory Count

**HMIS:** Homeless Management Information System

**HMIS Committee:** Committee established by the CoC to provide support and recommendations to the CoC regarding HMIS policies and procedures; composed of staff representing the CoC and HMIS Lead Agency, and all CHO Administrators. If no HMIS Committee is in place, the ESCoC will take the place of the committee until the committee is in place.

**HMIS Software System:** An HMIS data management software program developed and serviced by an HMIS Vendor

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**HMIS Lead Agency:** An organization designated by a CoC to operate the CoC's HMIS means the entity designated by the Continuum of Care in accordance with the [HMIS Proposed Rule](#) (24 CFR Part 580) to operate the Continuum's HMIS on the Continuum's behalf.

**HMIS Administrator:** A staff member of the HMIS Lead Agency who is able to ensure compliance with all CHOs as well as running all HUD-required reports.

**HMIS Vendor:** Contractor who provides support services for the operation of a CoC's HMIS by contract, including the HMIS Software System provider, web server host, as well as providers of other contracted information technology or support

**HUD:** U.S. Department of Housing and Urban Development

**User Agreement:** An agreement signed into by any license holder specifying the HMIS/CES code of ethics, privacy requirements, and license holder responsibilities

**Memorandum of Agreement:** the HMIS Lead Agency and the CHOs that describes the obligations and authority of the parties with regard to data collection, input, management and reporting

**NOFO:** Notice of Funding Opportunity is a notice published each year by federal and state funding programs. This notice describes the type of funding available on a competitive basis and provides federal or state contact information

**RHY:** Runaway and Homeless Youth

**PATH:** Prevention assistance and temporary housing

**PIT:** Point in Time Count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD requires that Continuums of Care conduct an annual count of people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night

**PPI:** Protected Personal Information

**PII:** Personal Identifiable Information

**Security Officer:** A staff person within the HMIS Lead Agency, and each CHO, responsible for their organization's compliance with the Security Plan of this *HMIS Policies and Procedures Manual*.

**SSVF:** Supportive Services in Veteran Families

**Universal Data Elements:** Basic personal information required to input a client into HMIS

**VSP:** Victim Services Provider; VSPs are not required to enter data into HMIS, but they are required to have an HMIS-comparable database.

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### III. Roles and Responsibilities

#### 1. Eastern Sierra Continuum of Care (CoC)

The CoC assumes responsibility for HMIS Project oversight and implementation, which encompasses planning, administration, software use, managing HMIS Data in compliance with HUD HMIS Standards, and reviewing and approving all policies, procedures, and data management plans governing the Contributing HMIS Organizations (CHOs). Specific CoC responsibilities include:

- Designate a single information system (the HMIS Software System) as the official HMIS software for the geographic area.
- Designate an HMIS Lead.
- Approve all HMIS policies, procedures, and operational agreements.
- Develop a Governance Charter which includes a requirement that the HMIS Lead enter into written HMIS Memorandum of Understanding and Participation Agreements with each CES Coordinators and such additional requirements as may be issued by notice from time to time.

#### 2. HMIS Committee

The HMIS Committee, appointed by the ESCoC Board, provides support and recommendations to the ESCoC related to the HMIS regulations and standards as set forth by HUD. The HMIS Committee may consist of staff representing the ESCoC, HMIS Lead Agency (if different), and all CHO Administrators.

#### 3. HMIS Lead Agency

The County of Inyo serves as the HMIS Lead Agency and is responsible for managing HMIS data in compliance with HUD HMIS Standards, collects and organizes HMIS data within a data management software program (the HMIS Software System), and provides HMIS Project administrative functions at the direction of the ESCoC. Hire staff to fulfill the duties of the HMIS Administrator and HMIS Security Officer. Other principal responsibilities (to be completed by the HMIS Administrator and HMIS Security Officer) include:

##### **Governance, Policy Development and Reporting**

- a) Review, revise, and seek approval for changes to this policy in accordance with the [CoC Interim Rule](#) and [2024 HMIS Data Standards](#)
- b) Submit a security plan, data quality plan, and a privacy policy (all part of this HMIS Policy) to the ESCoC for approval, to updated as needed.
- c) Ensure implementation of this HMIS Policy.
- d) Ensure consistent participation by funding recipients.
- e) Schedule and facilitate quarterly HMIS Committee meetings.
- f) Prepare data reports and analyses for review by the ESCoC and for submission to HUD which may include PIT Count; HIC; unduplicated counts of clients served annually; count of lodging units in the HMIS; and other reports such as the LSA, System Performance Measures and Federal Funder reports (SSVF, PATH, and RHY) necessary to measure progress in meeting ESCoC goals.
- g) Respond to ESCoC and HMIS Committee directives.
- h) Co-design and implement practical application of HMIS participation with non-HUD funded,

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and HUD-funded programs that serve individuals and families experiencing or at-risk of experiencing homelessness.

### **System Administration and Security**

- a) Serve as the applicant to HUD for grant funds to be used for HMIS activities in the ESCoC's geographic area and enter into grant agreements with HUD to carry out HUD-approved activities.
- b) Oversee the day-to-day administration and implementation of the HMIS system.
- c) Manage the HMIS Software System Vendor and other HMIS Vendors in compliance with current HUD requirements and the [HMIS Data Standards](#).
- d) Retain copies of all contracts and agreements executed for HMIS administration.
- e) Designate a CHO Administrator staff member to be responsible for ensuring user compliance with applicable security standards.
- f) HMIS data is stored by Bell Data Systems in secure and protected off-site locations with duplicate back-up. In the event of disaster, the HMIS System Administrator will coordinate with Bell Data to ensure the HMIS is functional and that data is restored. The HMIS Lead Agency will communicate to CHO's when data becomes accessible following a disaster.
- g)

### **Coordination with CHO Administrators and End Users**

- a) Monitor and enforce CHO compliance to HUD requirements and report on compliance to the CoC and HUD.
- b) Communicate HUD HMIS Standards updates to all CHO Administrators.
- c) Prepare and execute Memorandum of Agreements with each CHO, which include:
  - a. The obligations and authority of the HMIS Lead Agency, the CHO, and the CHO Administrator.
  - b. The requirements of the Security Plan with which the CHO must abide.
  - c. The sanctions for violating the User Agreement; and
  - d. Privacy requirements.
- d) Update contact list of all CHO Administrators in conjunction with annual User Agreement updates.
- e) Training and Technical Assistance.
- f) Develop and deliver a comprehensive training curriculum and protocol for CHO Administrators and End Users, as further described in the MOA.

### **Data Quality**

- a) Develop and implement a Data Quality Plan.
- b) Establish data quality benchmarks for each CHO (calculated separately for: emergency shelter, transitional housing, and permanent housing), including bed coverage rates, service-volume coverage rates, missing/unknown value rates, timeliness criteria, and consistency criteria.
- c) Coordinate with CHO Administrators to produce required reports.
- d) Run and disseminate data quality reports on a quarterly basis indicating levels of data entry completion, consistency with program model, and timeliness.
- e) Provide quarterly reports on HMIS participation rates, data quality and other analyses to the ESCoC and HMIS Committee.
- f) Monitor CHO compliance with HMIS participation requirements, policies and procedures, privacy standards, security requirements, and data quality standards.
- g) Manage HMIS Software System upgrades and ensure that they comply with the latest HUD

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- Data Standards; and
- h) Distribute HUD Data Standards and provide guidance to CHO Administrators on compliance.

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#### 4. HMIS Software System Vendor

The HMIS Software System Provider contracted by the CoC licenses and manages the HMIS software. The CoC requires the HMIS Software System Provider to:

5. Support the HMIS Lead Agency in providing training and technical assistance to the HMIS Lead Agency, CHO Administrators, and End Users.
6. Encrypt data at the server level.
7. Update HMIS Software System Provider software at the HMIS Lead Agency's request in order to comply with HUD HMIS Standards; and
8. Maintain the system, including data backup, data retrieval, and server functionality/operation. Upgrades to the system software will be continuously developed and implemented.

#### 9. Contributing HMIS Organizations (CHOs)

Contributing HMIS Organizations (CHOs) operate at least one provider program and contribute Protected Personal Information (PPI) and other client-level data to the HMIS Software System. CHOs enter into and comply with a Memorandum of Agreement with the HMIS Lead Agency in order to contribute such data to the HMIS Software System. Principle responsibilities include:

##### **Data Quality**

- a) Collect the Universal Data Elements (UDEs), as defined by HUD, for all programs operated by the organization that primarily serve persons experiencing homelessness or persons who formerly experienced homelessness.
- b) Collect Program Specific Data Elements (PSDEs), HUD defined data elements for all clients served by HUD funded grants allocated to the CoC.
- c) Enter client-level data into the HMIS within seven days of client interaction.
- d) Follow, comply, and enforce the CHO's Memorandum of Agreement with the HMIS Lead Agency.

##### **Security**

- e) Designate the CHO Administrator as the Security Officer responsible for ensuring Security Plan compliance for the CHO.
- f) Ensure that all End Users receive security training prior to being given access to the HMIS, and once annually.
- g) Passwords must meet system requirements. They are the individual user's responsibility and users are strictly prohibited from sharing passwords. Any passwords that are written down are to be stored securely and must be inaccessible to other persons. Passwords must never be stored in plaintext on a digital device or cached in a browser or other local storage.
- h) The CHO must notify the Lead Agency of any users that are no longer employed by the CHO or otherwise need their access removed within 24 hours of the user's departure.

##### **Privacy**

- i) Uphold Federal, State, and local confidentiality regulations to protect client records and privacy. The Health Insurance Portability and Accountability Act (HIPAA) supersedes all other standards for applicable CHOs.
- j) Receive a Client Acknowledgement of Data Entry for each client PPI entered into the HMIS Software System.
- k) Post the HMIS Notice of Privacy Practices in a location viewable to all clients.

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## Training

Participate in comprehensive training curriculum developed by the HMIS Lead Agency.

### 10. CHO Administrator

Each Contributing HMIS Organization (CHO) designates a CHO Administrator to oversee day-to-day operation of the program data for the HMIS data collection system. In many cases, the CHO Administrator will also serve as the Coordinated Entry System (CES) Coordinator. The CHO Administrator ensures program-level data quality according to the terms of the Contributing HMIS Organization's MOA and associated Data Quality Plan and manages data entry into the HMIS Software System. The CHO Administrator also participates in quarterly HMIS Committee meetings and HMIS training meetings. The CHO Administrator Data Quality responsibilities include:

- a) Ensure the CHO is performing all responsibilities listed above
- b) Ensure End User training participation
- c) Ensure all End Users read, understand, and sign a HMIS User agreement
- d) Be the first point of contact for End Users experiencing difficulties using HMIS.
- e) Ensure Client Acknowledgement Forms are utilized
- f) Maintain End User list within the Contributing HMS Organization.
- g) Monitor End User logins on a monthly basis.
- h) Assure timely entrance of client data.
- i) Complete data entry when End Users are unable to complete data entry.
- j) Ensure Contributing HMIS Organization compliance with the protocols of the HMIS Policy and Procedures, Data Quality Plan, Security Plan and Privacy Plan.
- k) Inform the HMIS Lead Agency when missing data entry critical deadlines; and
- l) Maintain communication with the HMIS Lead Agency and HMIS Committee regarding HMIS data entry challenges and questions.
- m) Reports any problems or violations of HMIS policies and Procedures to HMIS Lead Agency.

### 11. End User

Each Contributing HMIS Organization (CHO) must have at least one End User who works with clients/households experiencing homelessness. The End User is responsible for helping clients feel comfortable and welcome no matter their life situations. By building trust with clients, the End User can collect and input the client data into HMIS and CES. Specific responsibilities of the End User include:

- a) Complete initial onboarding end user training, and successfully complete annual refresher training.
- b) Maintain security of login and workstation.
- c) Follow data entry standards as required in the Data Quality Plan regarding completeness and timeliness.
- d) Follow protocols as required by the Security Plan and Privacy Plan.
- e) Ensure completion of paper documentation or physical files.
- f) Notify CHO Administrator if deadlines appear to be in jeopardy; and
- g) Contact CHO Administrator with any questions, or if the HMIS Software System is not working properly.
- h) Update client information as information becomes available, including placement into an HMIS Project, annual assessments, change in employment and/or non-cash income, change

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in insurance benefits, if they exit a program.

## 12. HMIS Project Type

If you need to track the expenses and outcomes of a client, then an HMIS project needs to be created. Contact your HMIS Administrator to create an HMIS project. Examples of project types include: Homelessness Prevention, Street Outreach, Emergency Shelter, Day Shelter, Transitional Housing, Safe haven, Rapid Re-Housing, Permanent Supportive Housing, Housing with Services, Housing Only, and Services Only.

## 13. Assigning Clients to Projects within HMIS

Once the HMIS project has been added, you can add clients.

- Complete and update all of the client demographics
- Project Intake- date client was entered into the program, project type, caseworker client is assigned to and county in which the client is being assisted in.
- Linked household members- all members of the household need to be input into the client's project; this includes children, spouses, grandparents, cousins whoever is in the household with the client. Often the client would have utilized HMIS in the past years, they might have spouses and children that are no longer in their household these linked members status needs to be changed in the section of "Does this person live in the same household as the applicant?" NO will need to be updated.
- Special Needs
- Income/Insurance- you need to make sure to input the clients managed care plan in this section.
- Address History
- Non-Financial Services
- Case Notes- Needs to be added for every encounter with client.
- Current living situation- needs to be updated every encounter with client.

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## IV. Data Quality Plan

### 1. Definition of Data Quality

All individuals and agencies involved with HMIS are responsible for collecting the most accurate possible data from the clients/households served. By consistently working to improve the quality of the data collected and entered, CHOs, CHO Administrators, and End Users can help the CoC better understand its regional homelessness challenges, assets, and challenges. Once data is entered, the CHO Administrators and HMIS Lead Agency run monthly HMIS database reports to check for accuracy, timeliness, and completeness, as well as to ensure that all End Users are still employed by their respective agencies.

The CoC HMIS Lead Agency receives quarterly reviews of agency level data quality and uses the reviews to identify potential training needs, gaps in HMIS participation, and opportunities for continuum-wide improvement; the Eastern Sierra Continuum of Care Board of Directors and HMIS Lead Agency ensure that all required submissions to HUD are completed.

### 2. Data Collection

#### Data Elements

HUD's 2022 HMIS Data Standards (defined in the HUD Data Standards Manual, Data Dictionary and HMIS Project Descriptor Data Elements Manual) govern the collection and input of Data Elements, specific pieces of client information collected by CHOs and entered into the HMIS database. The HMIS Lead Agency, CHO Administrators, and End Users adhere to HUD's most current/recent HMIS Data Standards. Upon HUD's revision of the Data Standards, CoC will revise this *HMIS Policies and Procedures Manual* ([HMIS Data Standards](#)). The HMIS Data Standards Manual describes the Universal Data Elements and Program Specific Data Elements and specifies data collection instructions, data element fields and response category descriptions. (See Section VIII Resources at the end of this *HMIS Policies and Procedures Manual* in regard to the HUD 2022 HMIS Data Standard guidance documents).

#### Universal Data Elements (UDEs):

HUD mandates that **all** Universal Data Elements must be entered for **all** clients, regardless of funding source or project type. In the case that a client does not have a social security number or declines to provide other information, the End User can input all zeros.

#### Program Specific Data Elements:

As HUD does not govern Program Specific Data Element collection, the grantor determines the Program Specific Data Elements for each grantee (Contributing HMIS Organization) to collect e.g., PATH, SSVF, RHY.

#### Unique Client Identifier/Card ID Number

The HMIS database assigns a unique client identifier to each client. The unique client identifier contains no masked, whole or in part, client personal identifying information as listed under the Universal Data Elements. The unique client identifier provides an unduplicated, internal count of clients served by each Contributing HMIS Organization and allows the HMIS Lead Agency to conduct longitudinal analysis of services provided to each client.

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### 3. Data Quality Standards and Monitoring

HMIS Lead Agency and CHO Administrator produce monthly HUD Data Quality Control reports to ensure data completeness, timeliness, and accuracy.

#### Data Completeness

The HUD Data Standards mandates NO blank entries in required client data fields. Also, each Contributing HMIS Organization End User uses best practices to minimize entries of “client does not know,” “client refused,” or “data not collected” in required data fields.

#### Data Timeliness

Upon initial client program enrollment, each Contributing HMIS Organization collects and enters the client's UDEs within seven days into the HMIS Software System Program; and enters exiting data on the same business day as exiting a program. End Users may also enter data on all contacts made, date of engagement in outreach services, and dates of enrollment for specific programs (i.e., PATH).

#### Data Accuracy

Data inaccuracy stems from two possible reasons: unintentional End User mistakes or intentional false information from the client. The HMIS Lead Agency and the CHO Administrator monitors the data for error patterns and contacts the End User regarding such errors. The End User then corrects the data and receives instruction for the correct data entry process; the CHO Administrator monitors future compliance. Each CHO Administrator establishes a strategy to build client trust, emphasizing the benefits of accurate data and educates the End User about potential reasons for client mistrust.

Reasons for providing false information:

- Privacy (not wanting to be tracked)
- Embarrassment/modesty
- A disability resulting in paranoia
- Desire to qualify for service
- Fear of being turned away
- Past trauma

Reasons for providing true information:

- Improved direct services
- Benefit eligibility and information validation
- Want to tell their story
- Create a relationship
- Understand privacy/security procedures
- See benefits of HMIS for homelessness

In summary, the End User attempts to alleviate any client anxiety about providing information into the HMIS database during the explanation of the HMIS Notice of Privacy Practices and Client Acknowledgement of Data Entry documents.

### 4. Data Quality Training Requirements

In order to ensure data quality, all End Users receive in-depth training to collect and enter data. The HMIS Lead Agency develops and implements an annual training schedule. The annual training schedule includes various types and levels of training (for beginning users and advanced users) and offers in-person or online training.

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### Initial End User Training

All HMIS End Users complete approved training before accessing the HMIS database and the Coordinated Entry System (including receiving CES referrals and conducting CES enrollments). During the training process, each End User who collects, reads, and/or accesses client information will sign the End User agreement which includes a Code of Ethics.

The CoC also encourages CHOs to conduct internal training to ensure compliance with data collection and reporting needs and requirements.

### Ongoing Training

To remain current of HUD standards and local continuum expectations, all End Users will be provided training as updates and changes occur, otherwise training will be provided as requested by End Users. The HMIS Administrator communicates training opportunities through the annual training schedule.

These trainings may include:

- Attendance at User Group meetings
- Participation in approved online/in-person trainings, and
- Individualized meetings with HMIS Lead Agency staff.

## 5. Deduplication Procedures

The HMIS Software System software uses the following data elements to create unduplicated client records:

- Name (first, middle, last, suffix, aliases or nicknames should be avoided)
- Social Security Number
- Date of Birth (actual or estimated)
- Race and Ethnicity
- Gender
- Veteran's status; and
- Family status

The following procedure minimizes unduplicated records:

- Prior to creating a new client record, the End User enters a minimum number of the data elements into the HMIS application and scans a list of similar client records.
- Based on the results, the End User selects a matching record if the other identifying fields match correctly.
- If the End User is unsure of a match (either because some data elements differ or because of blank information), the End User queries the Client for more information and continues evaluating possible matches.
- The End User only creates a new client record after ensuring the client's information matches no other client record.

*Note:*

*The End User will not be able to view previously entered sensitive client information, or program-specific information, during the deduplication process.*

*After selecting a previously existing client record, the current End User will only be able to view previously existing client record information if explicitly authorized.*

## 6. Data Validity

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For the purposes of a Data Quality Plan, Data Validity refers to all End Users defining and interpreting data elements the same way. The HMIS Lead Agency reviews the definitions for each data element and during End User training the HMIS Lead Agency explains these definitions. An End User with questions regarding how to define or interpret a data element, contacts the HMIS Lead Agency for direction.

## V. Security Plan

### 1. Hardware, Connectivity and Computer Security

Each CHO provides Internet connectivity for each HMIS database workstation. CoC encourages high-speed Internet connection to optimize performance. Each CHO Administrator determines the workstation physical access controls appropriate for the organization's needs, based upon the HMIS security policies, standards, and guidelines.

To ensure staff HMIS computers stationed in public areas remain secure and not usable by unauthorized individuals, each CHO will implement the following:

- Password-protected screen savers
- Active and maintained anti-virus\*\* and anti-spyware (\*\*anti-virus software include McAfee and Symantec (Norton) Security systems, among others)
- Current updates to the operating system, web-browsers, and AV/AS software.

### 2. HMIS Lead Agency Implementation

Many grantors (federal and others) mandate that a grantee (agency) to participate in a HMIS database. Each recipient agency therefore agrees to participate, execute, and comply with a local *CHO MOA* and HMIS policies and procedures. For other funding sources, participation in HMIS is voluntary. The ESCoC strongly encourages other homeless services providers to participate in the county HMIS implementation.

#### **HMIS Lead Agency Responsibilities:**

Prior to setting up a new CHO to use the HMIS Software System, the HMIS Lead Agency:

- a) Verifies the execution and submission of Executed CHO MOA.
- b) Receives contact information for the CHO Administrator
- c) Requests and receives approval from the CoC to setup a new Contributing HMIS Organization.
- d) Provides initial training to the CHO Administrator and CHO End Users.
- e) Works with the CHO Administrator to input applicable agency and program information; and
- f) Provides CHO Administrator with the User Agreements to be signed by End Users.
- g) Appropriate assignment of End User accounts.

### 3. CHO Administrator Implementation

At a minimum, the CHO Administrators develop rules, protocols, or procedures to address:

- Internal organization's procedures for complying with the HMIS Notice of Privacy

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Practices, the CHO MOA, the *HMIS Policies and Procedures Manual*, federal HMIS regulations, and HUD Standards.

- Maintenance and posting an updated copy of the HMIS Notice of Privacy Practices on the organization's website.
- Providing copies of the Release of Information to clients.
- Preventing End User account sharing.
- Protection of unattended workstations.
- Protection of physical access to workstations where employees are accessing HMIS.
- Safe storage and protected access to hardcopy and digitally generated client records and reports with identifiable client information.
- Proper cleansing of equipment prior to transfer or disposal; and
- Procedures for regularly auditing compliance with the *HMIS Policies and Procedures Manual*.

#### 4. End User Implementation

##### Eligible End Users

Each CHO Administrator only authorizes HMIS use to End Users who need access to the system for data entry and/or system administration. Data entry includes entering client records, editing client records, viewing client records, or other essential activity associated with carrying out the CHO's responsibilities.

##### Setting Up New End Users

For each new End User, the CHO Administrator will:

- a) Determines the appropriate access level of the End User and communicate that to the HMIS Lead Agency; and
- b) Ensures the End User executes a User Agreement.

The CHO Administrator:

- a) Reviews internal HMIS records about previous End Users to ensure that the new End User does not have previous violations of HMIS Policy and Procedure that prohibit access.
- b) Verifies the completion of initial training with the HMIS Lead Agency and CHO.
- c) Coordinates with the HMIS Lead Agency to create the new End User ID and password; and
- d) Manages internal End User accounts for the CHO, including removal of an End User's internal access, and requests HMIS Lead Agency deactivate the End User's account.

##### End User Requirements

Prior to being granted a username and password, each End User:

- a) Signs an HMIS User Agreement acknowledging receipt of the HMIS Policies and Procedures Manual and pledges compliance.
- b) Receives initial training with the HMIS Lead Agency or CHO Administrator, including awareness of the sensitivity of client-level data and appropriate measures to prevent its unauthorized disclosure; and

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### Passwords Protocol

When the HMIS Lead Agency enters the End User into the HMIS database and assigns the End User a User ID (preferably the first and last name of the user), the HMIS database automatically generates a temporary password. The HMIS Lead Agency communicates the system-generated password to the End User. The End User establishes a new password upon initial login. This password is subject to password requirements set by the HMIS software company.

### End User Access Levels

The CHO Administrator determines a designated End User's HMIS database access level according to the level and access type needed to fulfill the End User's job description. The End User accesses only client-level data collected by their own organization unless a client specifically consents in writing to share the client's information from another CHO.

### Changes to End User Accounts

The HMIS Lead Agency changes the following for the End User:

- Adding or deleting an End User
- Changing passwords
- Upgrading or downgrading system privileges.

The CHO Administrator requests an End User account change by contacting the HMIS Lead Agency **seven** business days prior to the needed change.

## 5. System Inactivity

When the End User leaves the workstation, the End User logs off the HMIS database. As a safety precaution, the HMIS database automatically logs the End User off if the workstation's period of inactivity exceeds 30 minutes. Also, HUD requires password protected screen savers on each workstation.

## 6. Electronic Data Control

Each CHO Administrator establishes protocols limiting internal access to data based on HUD Data and Technical Standards.

### Raw Data

The HMIS Administrator determines the End Users' ability to download and save client level data onto the organization's local computer. Once HMIS database information downloads in a raw format to a CHO Administrators computer, this data then becomes the responsibility of the CHO Administrator. However, such data files must be password protected with a reasonable level of encryption to safeguard personal and protected information.

### Ability to Export Agency Specific Data from HMIS

Each CHO Administrator may export a copy of the organization's data for internal analysis and use; however, the CHO Administrator assumes all security responsibilities for the information.

### Data Storage

Eastern Sierra Continuum of Care HMIS data is stored on a cloud-based system by Bell Data in a secure and protected off-site location with duplicate back-up. In the event of a disaster, the HMIS Lead Agency will coordinate with Bell Data Systems to ensure the HMIS is functional and that data is restored. The HMIS Lead Agency will communicate to CHOs when data becomes accessible following a disaster. The HMIS Lead Agency must store HMIS data for a minimum of seven years to comply with HUD requirements.

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## 7. Limitations of HMIS Use

Each CHO Administrator uses and discloses HMIS personal information ONLY in the following circumstances:

- To provide or coordinate services to an individual
- For functions related to payment or reimbursement for services to an individual
- To carry out administrative functions including, but not limited to legal, audit, personnel, planning, oversight, or management functions
- To perform research (intra COC or contractual) with removal of all identifying information
- To comply with government reporting obligations

Other client information disclosures require a legally mandated compulsion such as to assist in a medical emergency, to report a crime against staff of the organization or a crime on organization premises, to avert a serious threat to health or safety, including a person's desire to attempt self-harm and/or a court order, warrant or other court proceedings that includes a finding of probable cause

## 8. Hard Copy Data Control

Printed hard copy versions of confidential data should not be copied or left unattended and open to compromise. Media containing HMIS client identified PPI data will not be shared with any organization, other than the owner of the data, for any reason. Authorized employees using methods deemed appropriate may transport HMIS data between the participating agencies that meet the above standard. Reasonable care should be taken, and media should be secured when left unattended. Any paper documents should be shredded when disposed.

## 9. Participation Termination Policy

### Initiated by CHO

The CHO MOA may be terminated with or without cause upon 30 days written notice to the HMIS Lead agency and according to the terms specified in the CHO MOA. The termination of the CHO MOA by the CHO Administrator may impact compliance with other agreements and regulations, which may in turn adversely affect organization funding. In the event of termination of the CHO MOA, all data entered into the HMIS database remain active, and records remain open or closed according to any data sharing agreements in place at the time of termination. In termination of a CHO MOA, the HMIS Lead Agency inactivates all End Users from the CHO on the date of termination of the agreement. The HMIS Lead Agency then notifies the HMIS Committee upon completion of these tasks.

### Initiated by HMIS Lead Agency

The HMIS Lead Agency may terminate the *CHO Administrator MOA* for noncompliance within the terms of that contract upon 30 days written notice to the HMIS CHO Administrator and the ESCoC. Once notice is given, compliance issues must be completely rectified in order to prevent termination of the agreement.

The HMIS Lead Agency may also terminate the *CHO Administrator MOA* with or without cause upon

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30 days written notice to the CHO Administrator and ESCoC, according to the terms specified in the *Contributing HMIS Organization's MOA*.

The termination of the *Contributing HMIS Organizations MOA* may impact compliance with other contracts or agreements that require HMIS participation. In the event of termination of the *Contributing HMIS Organizations MOA*, the HMIS Lead Agency maintains all HMIS client data entered until all clients are appropriately exited from the terminated organization.

## 10. Enforcement Mechanisms

### Compliance

Each CHO Administrator annually reviews the organization for Technical Standards Compliance. The HMIS Lead Agency, additionally, conducts technical, security and privacy standards audit to assure HMIS software, database, and CHO Administrators compliance with applicable standards.

### Non-Compliance Sanctions

The HMIS Lead recommends to the HMIS Committee and/or ESCoC appropriate sanctions for non-compliance issues. These sanctions may include suspension of HMIS system access. The HMIS Committee and/or ESCoC finalizes each sanction recommendation on a case-by-case basis.

CHO Administrators also implement organization-specific sanctions for End Users found non-compliant with HMIS Policies and Procedures.

Each CHO Administrator establishes a process of training End Users on Privacy Plan compliance, regularly audits CHO staff (including employees, volunteers, affiliates, contractors, and associates) compliance with the Privacy Plan, and reviews complaints about potential policy violations.

HMIS Lead Agency and HMIS Committee and/or ESCoC investigate all potential violations of any security protocols. Any End User found to be in violation of security protocols will be sanctioned.

Sanctions include, but are not limited to:

- A formal letter of reprimand
- Suspension of HMIS system privileges
- Revocation of system privileges

### Security Breach Procedures

A security breach includes, but is not limited to, unauthorized sharing of username and password information, and emailing client Personally Identifying Information (PII). Due to potential client confidentiality jeopardy, these actions warrant severe concern.

In the event of a security breach, the HMIS Lead Agency immediately:

- Inactivates the End User's account
- Notifies the End User's supervisor(s) and CHO Administrator.
- Notifies the HMIS Committee and/or the ESCoC
- Investigates circumstances surrounding the breach

The HMIS Lead Agency, upon consultation with the HMIS Committee and/or ESCoC and End User's CHO Administrator may reactivate the End User upon resolution of the security breach

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## VI. Privacy Plan

### 1. Client Notice

Each CHO Administrator:

- Adheres to the *HMIS Notice of Privacy Practices (HNPP)*; and posts, if applicable, the *HNPP* on its web page
- May post at the intake desks and/or provides to each client a written copy of the *HNPP*
- Ensures a signed Release of Information form is uploaded or filed for all clients
- Makes available the *HNPP* in common community languages, such as Spanish
- Ensures client awareness of potential client data use and storage
- Informs the client of the right to designate the client's record as hidden/closed
- Informs the client of the right to view a copy of client's record upon request

#### **Specific Client Notification Procedures: Victims of Domestic Violence and Protected Agencies**

The *HMIS Notice of Privacy Practices* clearly states the potential safety risks for domestic violence victims and delineates the information sharing options. A mainstream organization, serving a victim of domestic violence, explains the potential safety risks for domestic violence victims and the Client's specific options to protect client data, such as designating the record as hidden/closed to other agencies. Each CHO Administrator trains all staff on the protocol for educating domestic violence victims about their individual information sharing options.

A Victim Services Provider (VSP) with CoC or Emergency Solutions Grant (ESG) funding may acquire a comparable database with the HMIS Lead Agency to ensure the organization meets all HUD and COC standards.

Protected agencies, which serve medically fragile, at-risk youth, and Permanent Supportive Housing programs, require special security and privacy considerations. Protected agencies contributing client data to the HMIS database restrict client information regarding services received. Only individuals with specific privileges can access the information.

#### **Specific Client Notification Procedures: Unaccompanied Minor Youth**

Based on their age and potential inability to understand the implications of sharing information, the HMIS database cannot be used to share information outside of the originating organization about unaccompanied minor youth (defined as youth under the age of 18). Therefore, End Users cannot share **any** unaccompanied minor youth client information even with written client authorization.

#### **Written Client Consent for Data Sharing**

At the initial intake, the End User provides an oral explanation and written documentation regarding sharing Client Information within the CoC's HMIS database. If a client allows sharing between CHO Administrators, the client signs the Release of Information; in certain situations, the client grants verbal approval to the Client Consent and the client intake person documents the verbal approval in accordance with state law.

## Client Authorization

HMIS End Users only share client information if the client signs a Client Consent form. Authorized End Users grant permission to other CHO Administrators grant permission based on appropriate client consent and need to share basis. The CHO Administrator and HMIS Lead Agency randomly check client files for appropriate client authorization and conduct other monitoring tools such as audit trails.

## Applicability of Consent

The CHO Administrator upholds Federal and State Confidentiality regulations to protect Client records and privacy. The Health Insurance Portability and Accountability Act (HIPAA) supersedes all other standards for applicable CHO Administrators.

The table below summarizes the client data categories and the related notification/consent rules that relate to each data category. These minimum procedures should not imply that all providers would perform all of these functions.

Client Data Category	Summary of Notification/Consent and Data Sharing Procedures
Universal Data Elements: Name and Aliases Social Security Number Date of Birth Race and Ethnicity Gender Veteran Status	Closed Client Record: If a client asks to hide primary identifiers, the record appears only on the originating CHO's Client Search List; therefore, hiding the client to all other agencies. HMIS Lead Agency administrators/staff may have access to hidden records for system administration purposes.
Open Client Record	<u>Open Client Record</u> : If the client consents to share personal identifiers, all HMIS End Users see the primary identifiers in the Client Search to locate an existing client. None of the other client information will be viewable, except as described below.
<b>Universal Project Stay Elements</b>	
Disabling Condition Project Start Date Project Exit Date Destination Relationship to Head of Household Enrollment CoC Housing Move-in Date Prior Living Situation	<u>Non-Shared Record</u> : If the client provides NO written consent, the originating agency's End Users and the System Administrator see the client information. <u>Shared Record</u> : With a signed <i>Client Acknowledgement of Data Entry</i> , <b>ALL</b> CHO End Users visualize the client data.
<b>Protected Information:</b>	
Information Mental Health Assessment Substance Abuse Assessment HIV/AIDS Information Domestic Violence Information	Generally, only original input organization. End Users with authorized access level and System Administrator accesses this type of client information. The original CHO Administrator designates which, if any, specific partner agencies see the information as a closed exception; and this act requires written consent from the client

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### 3. HMIS Data Release

#### Client Identifying Data

Client data remains UNIDENTIFIABLE to any person, agency, or organization without written consent by the client, unless specified in the *Client Consent*, or as otherwise required by law.

#### Data Release Criteria

HMIS client data will only be released in aggregate, or in anonymous client-level data formats, for any purpose beyond those specified in this *HMIS Policies and Procedures Manual*, as adopted by the ESCoC, and in accordance with the criteria specified below.

#### Aggregate Data Release Criteria

All HMIS data remains anonymous, either by removal of all identifiers and/or all information that could be used to infer an individual or household identity. To more accurately represent HMIS consumer and program activities, Aggregate Data represent sixty percent (60%) of the total clients being served by the CoC (program, organization, subpopulation, geographic area, etc.), unless otherwise required for the Congressional Annual Homeless Assessment Report (AHAR).

Only CHO Administrators can authorize release of aggregate program-specific information beyond the standard reports compiled by the ESCoC for funding purposes. All CHO Administrators receive aggregate data reporting rights; the HMIS Lead Agency trains the CHO Administrator staff on HMIS database reporting tools.

Parameters of the release of aggregate data (i.e., where the data comes from, what it includes and what it does not include) will be presented to each requestor of aggregate data. Released aggregate data will be made available in the form of an aggregate report, and/or a raw dataset.

#### Data Release Process

Beyond individual organization reports, or ESCoC reports on its funded programs, the ESCoC Chairperson approves all data reports prior to public classification and release.

### 4. Privacy Compliance and Grievance Policy

#### Client Grievance

A client retains the right to dispute confidentiality violations, denial of personal records, and/or personal risk/harm incidents. Each CHO Administrator establishes a formal client grievance process. To file an HMIS related complaint or grievance, a client should contact the CHO Administrator. CHO Administrator reports all HMIS related client grievances to the HMIS Lead Agency. The HMIS Lead Agency records all grievances.

#### Client Rights to Access and Correct HMIS files

A client receiving services from a CHO may:

Request their HMIS records by sending a request to the CHO Administrator, who follows up on the request within 10 business days

Request correction or removal of personal HMIS record by sending a request to the CHO Administrator, who follows up on the request within 10 business days.

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Refuse to provide personal information. dependent upon project eligibility requirements, an organization may decline to provide services to a client refusing to provide client specific data for eligibility purposes.

#### **CHO Grievance**

The CoC encourages resolution of HMIS problems and issues at the lowest possible level i.e., the CHO End user or the CHO Administrator and the HMIS Lead Agency. Therefore, with all HMIS software or policy issues, the CHO End User contacts the HMIS Lead Agency to resolve issues, and ONLY contacts the HMIS Administrator in the event of non-resolution.

## **VII. Technical Standards**

### **1. HMIS Lead Agency HMIS database responsibilities**

The HMIS Lead Agency ensures the HMIS Software System:

1. Assures unduplicated client records
2. Collects all HUD defined data elements.
3. Record data from a theoretically limitless number of service transactions while following federal, state, territorial, or local data retention laws and ordinances.
4. Generates the report outputs specified by HUD, including representation of dates for all historical and transactional data elements.
5. Produces compliance reports regarding HUD data quality benchmarks.
6. Generates audit reports that allow the HMIS Lead Agency to review the audit logs on demand, including HUD data requirements.

### **2. System Availability**

The HMIS Lead Agency and HMIS software vendor offers 24 hours a day, 7 days a week, 52 weeks a year HMIS database access.

Planned server downtime: the HMIS Lead Agency informs CHO Administrators as much in advance as possible to allow HMIS CHO Administrators to plan their system access schedules accordingly. Unexpected HMIS system unavailable: the HMIS Lead notifies CHO Administrators about system status within 1 hour of the system outage and includes an estimate of potential resumption of HMIS database operations.

## **VIII. Resources**

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## **Regulations and Requirements**

*HEARTH Act of 2009, S. 896* (<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>)

*CoC Program Interim Rule, 25 CFR Part 578*  
(<https://www.hudexchange.info/resource/2033/hearth-CoC-program-interim-rule/>)

*HMIS Data and Technical Standards Notice*  
(<https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>)

## **HMIS Data Standards**

*HMIS Data Standards Manual*, and *HMIS Data Dictionary*, U.S. Dept. of Housing and Urban Development ([HMIS Data Standards Manual and HMIS Data Dictionary](#))

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**INYO COUNTY HEALTH AND HUMAN SERVICES**  
**AND "INSERT PARTNER AGENCY HERE"**

This Memorandum of Agreement ("MOA") is made by and between the County of Inyo Health and Human Services Department (hereinafter "County") and "INSERT **PARTNER** AGENCY HERE" (hereinafter "**Partner**") for the purpose of the use of the Homeless Management Information System (HMIS), as of **START DATE** or the execution of the MOA by both parties (the Effective Date) for the purpose of outlining system responsibilities:

WHEREAS, Eastern Sierra Continuum of Care (the "Collaborative") is the planning and coordinating body regarding homeless programs and services for certain public agencies in Alpine, Inyo, and Mono Counties;

WHEREAS, County serves as the HMIS Administrator as of April 2022;

WHEREAS, HMIS is a technology system that enables homeless service providers to collect uniform client information over time. This system is essential to efforts to streamline client services and public policy. Through HMIS, homeless program clients benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population; these data are necessary to service and systems planning and advocacy;

WHEREAS, both parties share a common interest in serving the homeless population and those at risk of homelessness to reduce homelessness in Inyo, Mono and Alpine Counties;

WHEREAS, the purpose of this MOA is to set out the agreements reached for the proper deployment, maintenance, sustainability, and operation of HMIS systems;

WHEREAS, this MOA addresses the joint responsibilities of the County and the **Partner** for ongoing HMIS activities, and the specific responsibilities of the Parties are defined clearly herein to ensure an effective, efficient, and secure system; and now therefore:

**I. TERMS AND CONDITIONS**

**A.** **Partner** shall comply, upon execution of this MOA or receipt of the County's written authorization to proceed, with the requirements and procedures set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.

**B.** All documents, drawings and written work product prepared or produced by the **Partner** under this MOA, including without limitation electronic data files, are the property of the **Partner**; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the **Partner** may copyright the same, except that, as to any work which is copyrighted by the **Partner**, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

**C.** Services and work provided by the **Partner** under this MOA shall be performed in a timely

manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in **EXHIBIT A**.

## II. TERM

- A. The MOA shall be effective as of the date of signatures.
- B. This MOA contains all terms and conditions agreed upon by County and **Partner** and no other understanding, oral or otherwise, regarding this MOA, shall be deemed to exist or to bind any parties to this MOA. Should either party default in the performance of this MOA or materially breach any of its provisions, the other party, at that party's option, may terminate this MOA by giving written notification to the other party.
- C. This MOA shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of **Partner's** business, or (d) if, for any reason, **Partner** ceases to be licensed or otherwise authorized to do business in the State of California, and the **Partner** fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- D. This MOA may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.
- E. Upon termination of this MOA, **Partner** will no longer have access to the HMIS system.
- F. Upon termination of this MOA, the County retains the right to use all de-identified client data previously entered by the terminating **Partner** Agency. This use is subject to any restrictions requested by the client and/or law. At termination, the County may use or disclose PII (personal identifiable information) when required by law to the extent the use or disclosure complies with and is limited to the requirements of law.
- G. **Partner** and County, as the HMIS Administrator, intend to abide by applicable law. Should any term of this MOA be inconsistent with applicable law, or should additional terms be required by applicable law, **Partner** and County agree to modify the terms of this MOA so as to comply with applicable law.
- H. Neither County nor **Partner** will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

## III. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in **EXHIBIT A**, **Partner** shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for **Partner** to provide the services identified in **EXHIBIT A** to this MOA. County is not obligated to reimburse or pay **Partner** for any expense or cost incurred by **Partner** in procuring or maintaining such items. Responsibility for the costs and expenses incurred by **Partner** in providing and maintaining such items is the sole responsibility and obligation of **Partner**.

## V. DEFENSE AND INDEMNIFICATION

- A. To the fullest extent permitted by law, **Partner** shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation

costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this MOA by the **Partner** or **Partner's** officers, employees, volunteers, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

- B. **Partner's** obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this MOA for **Partner** to procure and maintain a policy of insurance.
- C. Acceptance by the County of the work performed under this MOA does not operate as a release of said **Partner** from responsibility for the work performed. It is further understood and agreed that the **Partner** is apprised of the parameters of the work to be performed under this MOA and **Partner** agrees that said work can and shall be performed in a fully competent manner.

## VI. LIABILITY

- A. Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this MOA, and if either party becomes liable for damages caused by its representative and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees, volunteers from any and all claims and losses caused by the party's solely negligent or wrongful acts or omissions.
- B. No party to this MOA shall assume any additional liability of any kind due to its execution of this MOA or participation in the HMIS. The parties specifically agree that this MOA is for the benefit of the parties only and this MOA creates no rights in any third party. Acceptance of insurance certificates or endorsements required under this MOA does not relieve the **Partner** from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply where or not such insurance policy shall have been determined to be applicable to any of such damages or claims for damages.
- C. County shall not be held liable to any **Partner** Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

## VII. DISCLAIMER OF WARRANTIES

The County makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any **Partner** or any other person or entity as to the services of the HMIS to any other matter.

## VIII. CONFIDENTIALITY

Per the Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice: The **Partner** understands that when it enters information into HMIS, such information will be available to County staff who may review the data to administer HMIS and de-identified client information may be available to County staff to conduct analysis and to prepare reports which may be submitted to others

in de-identified form without individual identifying client information.

The **Partner** understands it is responsible to indicate whether information the **Partner** is entering into HMIS will be shared with and made accessible to **Partner** Agencies in HMIS. The **Partner's** indication of whether entered data will be shared must be based on selections made by the Client in the Client Informed Consent and Release of Information form.

If the Agency is subject to any laws or requirements which restrict Agency's ability either to enter or to authorize sharing of information, the Agency will ensure that any entry it makes in HMIS and all designations for sharing fully comply with all applicable laws or other restrictions (including but not limited to Section 605 of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), codified at 42 U.S.C. § 11383(a)(8); the HUD Final Notice; the "Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice; Clarification and Additional Guidance on Special Provisions for Domestic Violence Provider Shelters" (Docket No. FR 4848-N-03) promulgated by HUD, 69 Fed. Reg. 61,517 (October 19, 2004); and RCW 43.185C.030).

## IX. NON-DISCRIMINATION

- A. During the performance of this MOA, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this MOA because of race, religious creed, color, national origin, ancestry, physical or mental disability (including perception of a disability), medical condition, genetic information, marital status, sex, gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, political affiliation or belief. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352) as amended, Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA); and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- B. Partner shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this MOA.
- C. Partner shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding Partner's delivery of services.

## X. CERTIFICATION REGARDING ECONOMIC SANCTIONS PURSUANT TO CALIFORNIA STATE EXECUTIVE ORDER N-6-22

- A. County shall terminate any MOA with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter an MOA with any such individual or entity while the Executive Order is in effect.

- B. For MOAs valued at five million dollars (\$5,000,000) or more, **Partner** shall provide a written report to the County regarding compliance with economic sanctions, while the Executive Order is in effect.

## XI. NOTICE

Any notice, communication, amendment, addition or deletion to this MOA, including change of address of either party during the term of this MOA, which **Partner** or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Inyo County Health and Human Services  
Attention: HMIS Administrator  
1360 N. Main Street, Ste. 201  
BISHOP, CA 93514

To **Partner**: "Insert **partner** agency here"

## XII. AMENDMENT

This MOA may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOA and attached to the original MOA to maintain continuity.

## XIII. ENTIRE AGREEMENT

- A. This MOA supersedes any and all other MOAs, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the MOAs between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or MOAs, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other MOA, statement or promise not contained in this MOA shall be valid or binding.
- B. Each of the parties herein represents and warrants that the execution, delivery, and performance of this MOA has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this MOA.
- C. This MOA may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same MOA.
- D. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this MOA are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

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IN WITNESS THEREOF, the parties or their duly authorized representatives have executed this MOA on the day and year first hereinabove written.

COUNTY OF INYO  
HERE”

By: \_\_\_\_\_

“Insert Name”

Title: \_\_\_\_\_

“INSERT PARTNER AGENCY

By:

“Insert Name”

Title:

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**Dated:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**  
**COUNTY COUNCIL**

**By:** \_\_\_\_\_

**Title:** Deputy County Counsel

**Dated:** \_\_\_\_\_

## EXHIBIT A

**“INSERT PARTNER AGENCY HERE”**  
**FOR USE OF THE HOMELESS MANAGEMENT INFORMATION SYSTEM**  
**START DATE THROUGH ANNUAL END DATE**

### **CSA AND PARTNER MUTUALLY AGREE TO THE FOLLOWING:**

#### **I. PARTNER RESPONSIBILITIES:**

- A.** **Partner** shall read and comply with all Eastern Sierra Continuum of Care Homeless Management Information System (HMIS) Policies and Procedures **ESCoC WEBSITE**. Compliance with the HMIS Policies and Procedures is mandatory for participation in the County HMIS system.

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B. **Partner** shall be permitted access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by County. **Partner** will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. **Partner** will participate in such training as is provided from time to time by County HMIS.

1. **Partner** HMIS staff shall attend trainings as outlined in the Policies and Procedures.

C. Participate in HMIS meetings.

D. Communicate with the HMIS staff within 48 hours to original requests or correspondence.

E. **Partner** shall designate an Agency Technical Administrator (the “**Partner** Agency Technical Administrator”), a Security Officer (the “**Partner** Agency Security Officer”) and a HMIS Contact Person (the “**Partner** Agency HMIS Contact Person”) to fulfill the responsibilities detailed in the HMIS Policies and Procedures. The contact information for these designees shall be provided to County on the attached form.

## II. County RESPONSIBILITIES:

A. County shall, in collaboration with the Board of the ESCoC, define the HMIS program, establish its policies and procedures, implement its standards, promote awareness of the program to all interested parties, and monitor the program’s successes and failures to validate its effectiveness.

B. County is the sole liaison with the HMIS software vendor. Partner questions concerning HMIS software shall be directed to the County’s HMIS Administrator or HMIS Specialist.

C. Strictly safeguard all data, including client-identifying information, in accordance with the latest technology available, and securely protect it to the maximum extent possible.

D. Monitor access to all HMIS systems in order to discover violations of information security protocols.

E. Maintain and audit accurate logs of all changes made to the information contained within the HMIS database.

F. Ensure the vendor encrypts all client identifiable information stored on the central HMIS server.

G. County will issue all User IDs and passwords for HMIS users to an authorized

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management representative at each Partner Agency. Only an authorized management representative may request and receive HMIS passwords and User IDs from County. User IDs and passwords will be issued after County HMIS staff has confirmed that the Partner Agency user has signed the current version of **User Policy, Responsibility Statement & Code of Ethics Agreement**, a copy of which is on file with County.

- H. County may, at its sole and absolute discretion, deny access to the HMIS system for the purpose of investigation of any suspicion of breached confidentiality.
- I. County shall not release data to any person, **Partner**, or organization without the client's written authorization unless disclosure is required by applicable law or court order.
- J. County will immediately notify the **Partner** of any discovered or suspected security breach and shall notify any interested party in accordance with the requirements of applicable law.
- K. Provide and maintain initial and ongoing HMIS training for **Partner** users.

### III. County AND **PARTNER** RESPONSIBILITIES:

- A. Records:
  - 1. **Partner** and County HMIS shall maintain records of any disclosures of PHI either of them makes of HMIS information for a period of seven years after such disclosure.
  - 2. On written request of a Client, Partner and CSA HMIS shall provide an accounting of all such disclosures within the prior seven-year period.
  - 3. County shall have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one **Partner** to another by way of sharing of information from HMIS.
- B. County and **Partner** shall adhere to HMIS Policies and Procedures regarding retention of paper copies of PII.

## Eastern Sierra Continuum of Care HMIS Partner Agency Designee Agreement

Agency Name:

Each Partner Agency will have the following designees: **Technical Administrator, Security Officer, and HMIS Contact Person**

<b>Technical Administrator</b>	<ul style="list-style-type: none"> <li>Authorizing agent for user ID requests</li> <li>Internet connectivity</li> <li>Detecting and responding to violations of the Policies and Procedures</li> <li>Keeper of copies of the <b>User Policy, Responsibility Statement &amp; Code of Ethics</b> agreements</li> <li>Keeper of executed <b>Client Informed Consent and Release of Information, Client Denial of HMIS Consent and Client Revocation of HMIS Consent forms</b></li> </ul>
Name & Title of the designated Technical Administrator	<b>Name:</b> _____ <b>Title:</b> _____
Technical Administrator Signature	<input type="checkbox"/> _____ <b>Date:</b> _____

<b>Security Officer</b>	<ul style="list-style-type: none"> <li>Establish and maintain an agency HMIS Security Plan</li> <li>Report any system security threats or hazards</li> <li>Report breaches of confidentiality</li> <li>End user adherence to workstation security policies</li> <li>Conduct Site Security Assessments</li> </ul>
Name & Title of the designated Security Officer	<b>Name:</b> _____ <b>Title:</b> _____
Security Officer Signature	<input type="checkbox"/> _____ <b>Date:</b> _____

<b>HMIS Contact Person</b>	<ul style="list-style-type: none"> <li>First level End User support</li> <li>Authorize importing of client data</li> <li>Maintain Agency/Program data in HMIS</li> <li>Communicate with the HMIS staff within <b>48 hours</b> of original requests or</li> </ul>
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	<p>correspondences</p> <ul style="list-style-type: none"><li>• Ensure that HMIS End Users do not knowingly enter erroneous information into HMIS</li></ul>
Name & Title of the designated HMIS Contact Person	<b>Name:</b> _____  <b>Title:</b> _____ _____
HMIS Contact Person Signature	<b>X</b> _____ <b>Date:</b> _____

I, \_\_\_\_\_ authorize the above individuals to serve in the capacity spelled out for each title.

Print Director or Manager's Name Here

X \_\_\_\_\_ Date: \_\_\_\_\_  
Director or Manager's Signature and Title

## ***EASTERN SIERRA COUNTY CONTINUUM OF CARE HMIS USER POLICY, RESPONSIBILITY STATEMENT, & CODE OF ETHICS***

The Homeless Management Information System (HMIS) is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness. The HMIS provides an unduplicated count of clients served within a Continuum of Care (CoC) – the community's system of homeless services as defined by HUD. Additionally, the HMIS application is used to configure, facilitate, and protect data integrity and sharing among participating agencies for the purpose of coordinated entry service delivery and reporting in the CoC region. The Eastern Sierra Continuum of Care (CoC) and its board, known locally as the Eastern Sierra Continuum of Care (ESCoC hereinafter CoC Board), have named ESCoC as the HMIS Lead Agency as that term is defined by HUD. Bell Data Systems is the HMIS application used by the CoC.

### **Purpose of This Agreement**

The purpose of this agreement is to:

- 1) Ensure that information collected as part of HMIS will affirm the basic right of clients to have the confidentiality of their information protected.
- 2) Create procedures to ensure client confidentiality while providing for the exchange of information necessary for continuity of care.

### **User Policy, Responsibility Statement, & Code of Ethics**

#### **User Policy**

At the discretion of the Eastern Sierra Continuum of Care (ESCoC) Board, information regarding provision of services may be shared through HMIS among the Partner Agencies subject to and consistent with any permissions and restrictions in each HMIS Client Consent Form.

Consistent with those client permissions and restrictions in each HMIS Client Consent Form, Partner agencies using HMIS shall have access to the data pertaining to their clients as entered by them. STEH and any Partner Agency with access to data, through a release of information, shall be equally bound by all restrictions imposed by the client pertaining to any use of that client's personal information which said client may provide or allow to be collected as would be the Agency entering said data. Participating Agencies bound by HIPAA or 42 CFR Part 2 are expected to develop and administer appropriate consent and Notice of Privacy Practices documentation in compliance with all appropriate State and Federal regulations.

Minimum data entry on each client shall consist of the Universal Data Elements as defined in the FY 2022 HUD Data Standards<sup>1</sup>. This standard is subject to modification by Federal policymakers. The State and/or local CoC Board may also require additional data elements be collected. Data necessary for the development of aggregate reports of homeless services, including services needed, services provided, referrals, client goals and outcomes should be entered to the greatest extent possible.

HMIS is a tool to assist agencies in focusing services and locating alternative resources to help people experiencing or at risk of homelessness. Therefore, agency staff shall only use client information contained in HMIS to target services to the client's needs. Refusal of a client to provide consent to have their data entered into the HMIS will never be used to refuse or limit services to that client.

### **User Responsibility**

Your User ID and password gives you access to ESCoC's HMIS system. Initial each item below to indicate that you understand and accept the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below may result in a breach of client confidentiality and is grounds for immediate termination from the HMIS system.

- My User ID and password are for my use only and I will not share them with anyone. I will take reasonable precautions to keep my password physically secured.
- I will never log into HMIS and allow someone to work under my user account.
- I will not knowingly enter false or misleading client information in HMIS under any circumstances.
- I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- I understand that failure to log off HMIS when I leave my workstation may result in a breach in client confidentiality.
- I will ensure that all printouts/hard copies of HMIS information will be kept in a secure file and shredded or otherwise properly destroyed when no longer needed.
- If I notice or suspect a security breach, I will immediately notify my agency's HMIS staff and the ESCoC HMIS Administrative staff.
- I understand that in the event that I am terminated or leave my employment with this agency, my access to HMIS will be revoked.
- I understand that if I do not log into HMIS for more than 90 days, my user account will be disabled.
- I have reviewed the entire current HMIS Policy and Procedure Manual and will comply with it as applicable.
- I have received new user training about the Eastern Sierra CoC Services and HMIS Overview.

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<sup>1</sup> AS of the date of drafting of this document, HUD's universal data elements may currently be accessed online at the following: <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/#elements>

### **User Code of Ethics**

As the guardians entrusted with this personal data, HMIS users have a moral and a legal obligation to ensure that the data is being collected, accessed, and used appropriately. It is also the responsibility of each user to ensure the client data is only used to achieve the ends for which it was collected, the ends that have been made explicit to clients and are consistent with the mission of the Eastern Sierra CoC's use of HMIS to advance the provision of quality services for people experiencing or at risk of homelessness, improve data collection, and promote more responsive strategies to end homelessness. As an HMIS user, you agree to following the code of ethics outlined below:

- HMIS Users must treat partner agencies with respect, fairness, and good faith.
- HMIS User should maintain high standards of professional conduct in the capacity as a HMIS User.
- HMIS User must be prepared to answer client questions regarding ESCOC HMIS with professionalism and respect.
- HMIS User will make every effort to ensure that client data is handled securely, responsibly and in accord with the clients' wishes.
- HMIS Users have the responsibility to relate to their clients and the clients of other partner agencies with full professional consideration and must allow the client to change his or her information sharing preferences at the client's request.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, sexual orientation, gender, and gender identity are not permitted in HMIS.
- HMIS Users must not use the HMIS with intent to defraud the federal, state, or local government or an individual entity; or to conduct any illegal activity; or to solicit clients for personal gain.
- Upon client request HMIS Users must allow a client to inspect and obtain a copy of the client's own information maintained within ESCoC's HMIS. Information compiled in reasonable anticipation of or for use in a civil, criminal, or administrative action or proceedings need not be provided to Client.

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

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Eastern Sierra Continuum of Care (CoC)**

## **Homeless Management Information System (HMIS)**

### **Notice of Privacy Practices**

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

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

**1360 North Main Street  
Bishop, CA 93514**  
<https://www.easternsierracoc.org/>

Your information is personal and the CoC is committed to protecting it. Your information is also very important to our ability to provide you with quality services and to comply with certain laws. This notice describes the privacy practices our employees and other personnel are required to follow in handling your information.

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

#### **CHANGES TO THIS NOTICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Oversight Activities:** We may disclose your information to a federal oversight agency, such as the Department of Housing and Urban Development, for activities authorized by law.

These oversight activities are necessary for the government to monitor government service programs, and compliance with civil rights laws.

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

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

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

## OTHER USES OF YOUR INFORMATION

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

## YOUR RIGHTS REGARDING INFORMATION ABOUT YOU

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

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

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

**Right to Request Restrictions:** You have the right to request that we follow additional, special restrictions when disclosing your information. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment as determined by a doctor. To request restrictions, you must make your request in writing to your service provider. In your request, you must tell us what information you want to limit, the type of limitation, and to whom you want the limitation to apply.

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

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

## COMPLAINTS

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

If you believe your privacy rights have been violated, you may file a complaint with the CoC. You may do so by describing your complaint and sharing that information with the ESCOC using one of the contact methods below:

To file a complaint with the CoC contact:

1360 North Main Street

Bishop, CA 93514

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

To file a complaint with the State of California, contact:

[www.privacy.ca.gov](http://www.privacy.ca.gov)

866-785-9663

800-952-5210

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

If you have any questions about our Notice of Privacy Practices, please contact:

Eastern Sierra Continuum of Care

1360 North Main Street

Bishop, CA 93514

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

## ***Service Recipient Grievance Form: Eastern Sierra Continuum of Care HMIS***

If you believe that your rights have been violated concerning your personal or private data held in Eastern Sierra Continuum of Care's HMIS, you may send a written complaint to:

1. The Agency responsible for providing services to you

If you believe your grievance has not been sufficiently resolved by the service provider agency, you may ask that your complaint be forwarded to the Eastern Sierra Continuum of Care HMIS Administrator (information below). If you believe that your shelter or services may be threatened due to filing a complaint, you may submit your complaint directly to the Eastern Sierra Continuum of Care HMIS Administrator:

2. Eastern Sierra Continuum of Care HMIS Administrator (ESCoC) HMIS Administrator

1360 N Main Street, Bishop, CA 93514

### **HMIS email address**

ESCoC HMIS Administrator will attempt a voluntary resolution of the complaint.

The Agency will report all complaints received to ESCoC HMIS Administrator. ESCoC HMIS Administrator will report all complaints received and their resolutions to the ESCoC Collaborative, which will also act as final arbiter of any complaints not resolved by the servicing agency or by ESCoC HMIS Administrator.

This Agency and ESCoC HMIS Administrator are prohibited by law (CA statutes §363A.15) from retaliating against you for filing a complaint. Your information and complaint will be kept confidential. This Agency and ICA are required by law to maintain the privacy of your protected personal information and to provide you with a grievance procedure.

---

### **1. To be completed by Service Recipient:**

Your name: \_\_\_\_\_

Agency name: \_\_\_\_\_ Program/Shelter name: \_\_\_\_\_

Your grievance (what happened, when, where): \_\_\_\_\_

\_\_\_\_\_

What outcome would you like?

\_\_\_\_\_

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

*If you are submitting this complaint directly to ESCoC HMIS Admin, stop & submit using the contact information above. If you are submitting this complaint to the Agency, continue to step 2 and provide this form to Agency staff.*

## **2. To be completed by Program Staff**

Your name: \_\_\_\_\_ Your position: \_\_\_\_\_

Date complaint received: \_\_\_\_\_

Recommended grievance solution:

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Date delivered to service recipient: \_\_\_\_\_ Delivered by (staff name): \_\_\_\_\_

## **3. To be completed by Service Recipient**

I am \_\_\_\_\_ I am not \_\_\_\_\_ satisfied with the recommended solution.

I wish to take this grievance to the next step by forwarding my concern to the HMIS Administrative Agency, and give permission to the Agency to share my identifying information with the HMIS Administrative Agency -

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

## **4. To be completed by Lead Agency:**

Staff member name: \_\_\_\_\_ Position: \_\_\_\_\_

Date grievance received: \_\_\_\_\_

Recommended grievance solution:

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Date delivered to Governing Board: \_\_\_\_\_ Delivered by (staff name): \_\_\_\_\_

## Adult

IntakeID	Project	Project Status	Caseworker	Project Start Date	Project Stop Date
Head of Household*	Select...				
Date*	12/27/2024				
Start Time					
End Time					
Survey Location	Select...				
Specify Other Location					
Residing County at Time of Survey*	Select...				
Are you willing to relocate to another county?	<input type="radio"/> No <input type="radio"/> Yes				
Relocation Comments					
Previous VI-SPDAT completed					
Previous VI-SPDAT Score					
Identifies as LGBTQ2+	<input type="radio"/> No <input type="radio"/> Yes				
Ever Served in The Military	<input type="radio"/> No <input type="radio"/> Yes				
Pets	<input type="radio"/> No <input type="radio"/> Yes				
<b>SECTION ONE: PRESENTING NEEDS</b>					
1. Most days can you:					
a. Find a safe place to sleep	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Refused				
b. Access a bathroom when you need it	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Refused				
c. Access a shower when you need it	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Refused				
d. Get food	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Refused				

e. Get water or other non-alcoholic beverages to stay hydrated  Yes  No  Refused

f. Get clothing or access laundry when you need it  Yes  No  Refused

g. Safely store your stuff  Yes  No  Refused

Score 1 if NO to Question 1 a, b, c, d, e, f or g.

.....

## SECTION TWO: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

2. How long has it been since you lived in stable, permanent housing?

.....

(Is this in days or months or years?)

Select... 

.....

3. In the last three years, how many times have you been homeless?

.....

4 . IF THE ANSWER TO QUESTION 3 IS 4 OR MORE: Thinking about those last three years and the different times you and your family were homeless, if you add up all the months you were homeless, what is the total length of time your family has experienced homelessness? (in months)

.....

5. Do you have any diagnosed, documented, disabling conditions?

Yes  No  Refused

Score 1 if YES to QUESTION 9 and the following conditions are met:

· If the person:

o experienced 1 or more consecutive years of homelessness or

o 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

.....

6. Have you ever lived in a home that you own or an apartment in your name?

Yes  No  Refused

7. Have you ever been evicted?

Yes  No  Refused

Score 1 if NO to Question 6 and/or

YES to Question 7

.....

## SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

8. In the last 6 months, how many times have you or anyone in your family:

a. Gone to the emergency

room/department

---

b. Taken an ambulance

---

c. Been hospitalized as an inpatient

---

d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention

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e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that

---

f. Stayed one or more nights in jail, a holding cell or prison

---

If the total number of interactions

equals 4 or more, score 1.

---

9. Since you have been homeless:

a. Have you been beaten up or assaulted

Yes  No  Refused

b. Have you threatened to beat up or assault someone else

Yes  No  Refused

c. Have you threatened to harm yourself or harmed yourself

Yes  No  Refused

d. Has anyone threatened you with violence or made you feel unsafe

Yes  No  Refused

e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent

Yes  No  Refused

If YES to any of Question 9, score 1.

---

10. Do you have any legal stuff going on right now that may result in any of the following:

a. Being locked up

Yes  No  Refused

b. Having to pay fines or fees that you cannot afford

Yes  No  Refused

c. Impact your ability to get housing  Yes  No  Refused

d. Impact where you could live in your housing  Yes  No  Refused

11. Have you ever been convicted of a crime that makes it difficult to access or maintain housing?  Yes  No  Refused

If YES to any of Question 10 and/or YES to Question 11, score 1.

---

12. Does anyone trick, manipulate, exploit or force anyone in your family to do things they do not want to do?  Yes  No  Refused

13. Where do you sleep most frequently? (select one response)

Specify Other

---

14. Do you ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that?  Yes  No  Refused

Score 1 if any of the following conditions are met:

- YES to Question 12;
- If the person stays any place other than Shelters or Transitional Housing in Question 13;

YES to Question 14.

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15. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that?  Yes  No  Refused

16. Do you get any money from the government, a job, working under the table, day labor, an inheritance or a pension, or anything like that?  Yes  No  Refused

17. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling?  Yes  No  Refused

Score 1 if any of the following conditions are met:

- YES to Question 15;

- NO to Question 16;
- YES to Question 17.

18. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled?

Yes  No  Refused

If NO to Question 18, score 1.

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19. Do you have a collection of belongings that gets in the way with your ability to access services or housing?

Yes  No  Refused

If YES to Question 19, score 1.

---

20. Would you say that your current homelessness was caused by any of the following:

a. A relationship that broke down

Yes  No  Refused

b. An unhealthy or abusive relationship

Yes  No  Refused

c. Because family or friends caused your family to lose your housing

Yes  No  Refused

21. Do most of your family and friends have stable housing?

Yes  No  Refused

If YES to any of Question 20, and/or NO to Question 21, score 1.

---

22. Is anyone in your current household 60 years of age or older?

Yes  No  Refused

23. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you would require assistance to access or keep housing?

Yes  No  Refused

24. Are you currently pregnant? (If applicable)

Yes  No  Refused

If YES to Question 22, and/or YES to Question 23, and/or YES to Question 24, score 1.

---

25. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days

Yes  No  Refused

b. Makes it hard to access housing

Yes  No  Refused

c. Might require assistance to maintain housing  Yes  No  Refused

If YES to any of Question 25, score 1.

---

26. Are there any medications that, for whatever reason:

a. A doctor said you should be taking but you are not taking  Yes  No  Refused

b. You sell instead of taking  Yes  No  Refused

c. You use in a way other than how it is prescribed  Yes  No  Refused

d. You find impossible to take, forget to take or choose not to take  Yes  No  Refused

If YES to any of Question 26, score 1.

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27. Has your homelessness been caused by any recent or past trauma or abuse?  Yes  No  Refused

If YES to Question 27, score 1.

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Total Score

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On a typical day, what is the best way to reach you?

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If that is unsuccessful, what is the next best way to reach you?

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ADD

CANCEL

# THURMOND CONSULTING COC NEWSLETTER

VOL. 2 ISSUE 1 · JANUARY 2025

## Update: What's the Word?

### Emergency Solutions Grant NOFA Deep Dive

- NOFO was released on 12/31/2024 with a due date of 5:00PM 3/28/2025. \*The application will open 1/31/2025 in eCIVIS.\*
- This is a 3-year NOFO meaning that, if awarded, the agency will receive an initial 21-month contract which will be amended each funding cycle, with the last amendment being for the 2026-2028 funding period.
- There is no longer a separate Continuum of Care and Balance of State (BoS) application. Only 1 NOFO and subsequent application is published.
- HCD has removed the competitive nature of the application process. In prior years, the BoS process was competitive within regions, with a non-competitive 40% RRH allocation to the CoCs. With this NOFO, each CoC will receive a yearly allocation and may recommend up to 2 applications to be funded. The applications will not be competitive amongst other CoCs. There will still be an internal process to review project applications.
- Night-by-Night (NbN) shelters will no longer be funded. Only Entry-Exit shelters will be funded.
- A 1-to-1 match is still required. However a match exemption may be awarded to rural areas that are likely to be under-resourced and that request in the application the need for a match exemption.
- Agencies must demonstrate the advancement of racial equity in their application.



Full ESG  
NOFA

## SHOW ME THE MONEY

### FUNDING IN YOUR NEIGHBORHOOD:

#### Homekey+ NOFA

Homekey+ NOFA is anticipated to be released sometime within the month of November. Funding can be used for state, regional, and local public entities to develop permanent or interim housing. Applications will be accepted Over-the-Counter (OTC) beginning **January 2025**, with awards beginning **May 2025**. \$2 billion available for individuals at risk of or experiencing homelessness and with mental health or substance use challenges, with \$1 billion set aside for Veterans.

### FUNDING NATIONWIDE:

#### PATH CITED

PATH Capacity and Infrastructure Transition, Expansion and Development (CITED): Round 4 applications will open on **January 6, 2025**. Agencies interested in funding must be providing ECM/Community Supports through CalAIM. Applications must be submitted through the TPA Marketplace. For more information, contact Isaiah Rich-Wimmer at isaiah@thurmondconsultingllc.com.

#### HOME Investment Partnerships Program (HOME)

The HOME program assists cities, counties, developers, including Native American Entities, and nonprofit Community Housing Development Organizations (CHDOs) to create and retain affordable housing. Application forms, links, and instructions are available on the HOME webpage. Applications will open beginning **January 24, 2025**, for Competitive (non-Tribal) applications, and **January 31, 2025**, for over-the-counter (Native American Entity) applications

## TECHNICAL ASSISTANCE AND RESOURCES

### PATH TA Marketplace

The PATH TA Marketplace offers specialized expertise enabling tailored project design to meet recipients' specific needs, focusing on domains such as Building Data Capacity, Community Support, and Engaging in CalAIM through Medi-Cal Managed Care.