



NorCal Continuum of Care™

**HMIS/CEP Committee Meeting
March 11, 2022**

10:30 am – 12:00 pm

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/372784373>

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To Address the Board: Members of the public may address the Board on any agenda item. Pursuant to the Brown Act (Govt. Code section 54950, et seq.) Board action or discussion cannot be taken on non-agenda matters but the board may briefly respond to statements or questions. Persons wishing to address the Board on agenda items or during public comment please sign up by emailing Shannon Goodwin at smgoodwin@co.shasta.ca.us. You may also submit your public comment via email that will be read into the record.

1. Call to Order/Quorum Established/Introductions

2. Public Comments (limited to 3 mins. per comment)

Members of the public will have the opportunity to address the Board on any issue within the jurisdiction of the Board. Speakers will be limited to three minutes.

3. Approval of Meeting Minutes

Board members will review and approve minutes from the December 10, 2021 Meeting. (Attachment A)

4. Action

- I. Continuing State of Emergency Teleconferencing
- II. HMIS Change Request Form (Attachment B)
- III. Updated Policies and Procedures (Attachment C)
- IV. Minor Intake Form (Attachment D)
- V. ESG Manual (Attachment E)
- VI. Data Sharing and Research Agreement- Grace Poor (Attachment F)

5. Discussion

- I. Access Points (standing item)
- II. Service Providers (standing item)
- III. Housing Interventions (standing item)

HMIS/CEP

Committee Members

Cathy Rahmeyer
County of Plumas,
Chair

Kintay Johnson
County of Del-Norte,
Vice-Chair

Vacant
County of Sierra

Maddelyn Bryan
County of Siskiyou

Grace Poor
County of Lassen

Carol Madison
County of Modoc

John Cravens
County of Shasta



- IV. Outreach Teams (standing item)
- V. ESG-CV Addendum to ESG Manual

6. County Updates

7. Lead Agency Updates

- I. ESG-CV Monitoring

8. Discussion Items for Next Meeting

9. Adjournment

Next Meeting

April 8, 2022

10:30 am – 12 pm

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. You may contact the Shasta County Housing and Community Action Agency at 530-225-5160 for disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meeting. **The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.**



NorCal Continuum of Care™

Attachment A

**HMIS/ CE Committee Meeting Minutes
December 10, 2021
10:30am – 12:00pm
Via Teleconference**

1. Call to Order/Quorum Established/Introductions

Meeting was called to order at 10:35am by Roy Jackson, Committee Vice Chairperson Alternate. Quorum was established.

Voting Members Present: Maddelyn Bryan (Siskiyou), John Cravens (Shasta), Roy Jackson (Del Norte) and Laurie Marsh (Sierra)

Lead Agency Present: Keith Anderson and Paul Tunison.

Members of the Public: Laura McDuffey and Kristen Quaid.

2. Public Comments (limited to 3 mins. per comment)

No public comments were received.

3. Approval of Meeting Minutes

John Cravens made a motion to approve the meeting minutes from November 12, 2021, as submitted, seconded by Laurie Marsh. Roll call vote was taken, all approved, and none opposed.

4. Action

I. Continuing State of Emergency Teleconferencing

Maddelyn Bryan made a motion to approve continuing the State of Emergency Teleconferencing, seconded by John Cravens. Roll call vote was taken, all approved, and none opposed.

II. HMIS Change Request Form

This action item will be tabled to the next meeting and will be available for review as an attachment to the agenda.

III. 2022 HMIS-CEP Calendar

John Cravens inquired about quarterly meetings instead of monthly meetings. Keith Anderson gave a brief review of the functions of the HMIS-CE Committee and the anticipations for the committee moving forward.



NorCal Continuum of CareTM Attachment A

Laurie Marsh made a motion to approve the 2022 HMIS-CEP Calendar, as submitted, seconded by John Cravens. Roll call vote was taken, all approved, and none opposed.

5. Discussion

a. Access Points (Standing item)

Maddelyn Bryan shared she anticipates a new youth service provider establishing in Siskiyou County. Roy Jackson shared that he also plans to reach out to Del Norte's youth service providers in hopes to establish a new access point.

b. Service Providers (Standing item)

Maddelyn Bryan shared Siskiyou Co. has started utilizing HHAP-2 county allocation for rapid rehousing.

Roy Jackson shared Del Norte Co. has started utilizing their HHAP-1 funding for rapid rehousing and preparing for reports.

c. Housing Interventions (Standing item)

There were no new housing interventions to discuss at this time.

d. Outreach Teams (Standing items)

Roy Jackson gave an update to their outreach team, the Del Norte Mission Possible and their mobile shower program.

6. County Updates

Roy Jackson, Del Norte, shared their HMIS administrator, Jessica King has taken on another role and they are working on filling that position.

7. Lead Agency Updates

Keith Anderson shared an HMIS license update regarding the new youth service provider located in Siskiyou Co. and Shasta Co Office of Education. With the approval of the committee, Keith intends to start having the committee review the ESG-CV subrecipients for HMIS data usage and briefly shared what that process would involve.

8. Discussion Items for Next Meeting

- a. Review ESG-CV subrecipients' HMIS data usage.



NorCal Continuum of Care™ Attachment A

9. Adjournment

Laurie Marsh made a motion to adjourn the meeting at 10:57am, seconded by John Cravens. Roll call vote was taken, all approved, and none opposed.

Next Meeting
January 14, 2022
10:30am – 12:00pm

DRAFT

NorCal CA 516 Continuum of Care
HMIS Request for Policy Addition, Deletion, Change

Organization:

Name:

Date:

request that the following change(s) be made to the HMIS Policies & Procedures Manual:

Change the following existing policy:

Delete the following existing policy:

Add the following:

Provide in clear and concise language the policy to be considered by the HMIS Committee to be inserted / deleted in or from the current Policies and Procedures manual. Please be clear and specific.

Policy:

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

Description:

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

Procedures:

**NorCal CA 516
Homeless Continuum of Care**

**Homeless Management Information System (HMIS)
Policies & Procedures**

March 2022

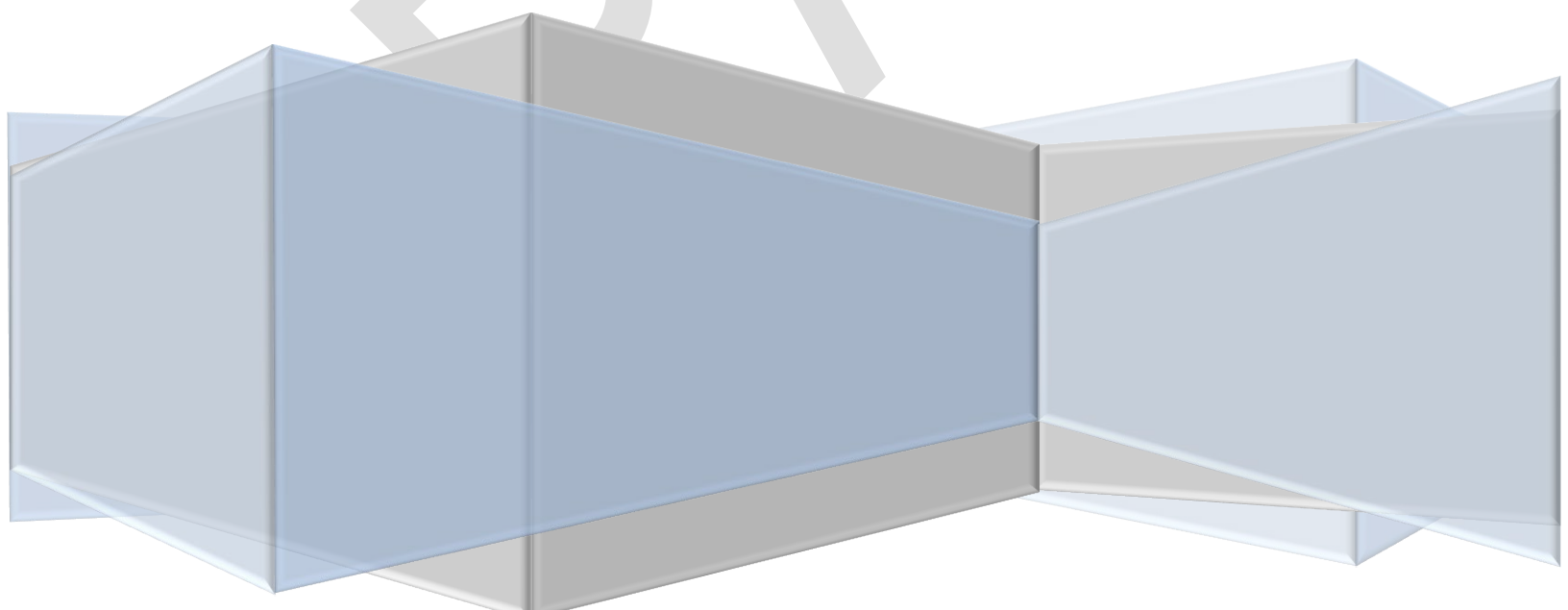


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1. PROJECT SUMMARY

1.1 Background

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

A Homeless Management Information System (HMIS) is an information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program Interim Rule 24 CFR 578 (07/2012). It is a locally administered data system used to record and analyze client, service and housing data for individuals and families who are experiencing homelessness or at risk of homelessness. HMIS is a valuable resource because of its capacity to integrate and de-duplicate data across projects in a community. Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at multiple levels: project, system, local, state and national.

HMIS is now used by the federal partners and their respective programs in the effort to end homelessness, which includes:

- U.S. Department of Health and Human Services (HHS)
- U.S. Department of Housing and Urban Development (HUD)
- U.S. Department of Veterans Affairs (VA)

US Department of Housing and Urban Development has released a HMIS Data Standards Manual, (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>), which provides communities with baseline data collection requirements developed by each of these federal partners.

These Data Standards are designed for CoCs, HMIS Lead Agencies, HMIS System Administrators, and HMIS Users to help them understand the data elements that are required in HMIS to meet participation and reporting requirements, established by HUD and the federal partners. The latest Data Standards will be followed as released by HUD.

1.2 NorCal CA 516 Homeless Continuum of Care

The NorCal CA 516 Continuum of Care has designated Shasta County Department of Housing and Community Action Agency (SCCAA) to serve as the HMIS Lead Agency. In that capacity, Shasta County is responsible for the management and development of the NorCal CA 516 HMIS. Agencies with homeless-dedicated programs are highly encouraged to participate in HMIS to support local data collection, service, and planning functions in the NorCal CA 516 jurisdiction. NorCal CA 516 jurisdiction encompasses Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou Counties.

1.3 HMIS Software

The HMIS provides homeless service providers throughout the region with a collaborative approach to data collection and client management.

The NorCal CA 516 CoC has selected WellSky's Community Services (ServicePoint), a web based HMIS software, to be the HMIS software of record. It empowers human service providers, agencies, coalitions, and communities to manage real-time client and services data. As the HMIS Lead Agency, Shasta County Department of Housing and Community Action Agency (SCCAA)

has contracted directly with WellSky for HMIS software; supports end-users with a help desk; provides ongoing training; and customizes projects including development of project-specific assessments and settings. SCCAA works directly with Participating Agencies to identify needs and requirements for custom reports developed by SCCAA or canned reports made available by WellSky.

2. HMIS DEFINITIONS

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

Continuum of Care (CoC): The group organized to carry out the responsibilities and requirements under 24 CFR part 578 that is composed 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, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

CoC Program: A program identified by the CoC as part of its services system, whose primary purpose is to meet the specific needs of people who are experiencing a housing crisis.

Contributory CoC Programs: A homeless assistance program or homelessness prevention program that contributes Protected Identifying Information or other client-level data to an HMIS.

Contributory Non-CoC Programs: A program that is neither a homeless assistance program nor a homelessness prevention program that contributes Protected Identifying Information or other client-level data to an HMIS.

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

Homeless Management Information System (HMIS): The information system designated by NorCal CoC CA 516 and Dos Rios CoC CA 523 to comply with the requirements of HUD used to record, analyze, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are experiencing homelessness or at risk of homelessness.

HUD: United States Department of Housing and Urban Development.

Lead Agency: An agency that the CoC has established to provide guidance to ensure that the duties of the CoC are being met.

Participating Agency: An organization that operates a project that contributes data to an HMIS.

Participating Agency HMIS Lead: An individual designated by the Participating Agency Executive Director, or other empowered officer, to act as the Participating Agency HMIS Lead.

The Participating Agency HMIS Lead is the liaison between the HMIS Lead Agency and the Participating Agency's End Users.

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

Participating CoC Program: A contributory CoC Program that makes reasonable efforts to record all the universal data elements and all other required data elements as determined by HUD funding requirements on all clients served.

Protected Identifying Information (PII): Information about a Client that can be used to distinguish or trace a Client's identity, either alone or when combined with other personal or identifying information, using methods reasonably likely to be used, which is linkable to the Client.

Security Officer: An individual designated at each Participating Agency to be responsible for ensuring compliance with applicable security standards.

System Administrator: An individual designated by the HMIS Lead Agency to act as the System Administrator. The System Administrator is the liaison between the Participating Agencies and the HMIS Lead Agency.

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

3. CONTINUUM OF CARE STRUCTURE

NorCal CA 516 Continuum of Care (CoC) is comprised of public and private agencies along with community residents including homeless and formerly homeless individuals. The CoC is designed to assess the need for homeless and affordable housing services; and to develop and recommend a Continuum of Care Plan for the region on behalf of individuals and families at-risk of and experiencing homelessness.

4. STANDARDS FOR HMIS GOVERNANCE

4.1 HMIS Committee

Policy:

The HMIS/Coordinated Entry Process (CEP) Committee is made up of various members from the community. The NorCal CoC Executive Board will appoint at a minimum (1) committee member from each county and (1) alternate. Committee members are required to attend not less than 75% of scheduled meetings per year. The purpose of these meetings is to establish and enforce HMIS Policies and Procedures; Coordinated Entry Policies and Procedures assist in the planning of all point-in-time counts; review all participating agencies' compliance reports, review all requests for changes to the policies; and plan/participate in compliance monitoring. The HMIS Committee is actively involved in furthering CoC goals.

Description:

To ensure every Participating Agency is compliant with HUD and County mandated Policies and Procedures, it is necessary for each county in the Continuum of Care to be involved in the formulation of these Policies and Procedures. These meetings will give Participating Agencies the opportunity to voice their concerns as well as determine what and how the policies are written and enforced.

Procedures:

- The HMIS Lead Agency will host, moderate, and determine where each quarterly meeting will take place.
- The HMIS Lead Agency will post agendas 72 hours prior to the meeting and conduct the meeting in accordance with the Brown Act.
- Members wishing to add items to agendas can do so by emailing their requests at least one week prior to the meeting date to: hmis@co.shasta.ca.us.
- Changes and additions to the policy manual require Committee approval. All requests for changes must be submitted on a Request for Policy Change or Addition Form (Appendix D) in order to be considered by the Committee.
- The HMIS Lead Agency will distribute minutes of each meeting 72 hours before the next scheduled HMIS Committee Meeting.

Best Practice:

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

4.2 Requests for Policy Addition, Deletion, or Change

Policy:

All requests for changes to the Policies & Procedures Manual must be made in writing and will be tracked by the HMIS Lead Agency. Requests received will be reviewed by the HMIS Committee prior to being changed in the Policies and Procedures Manual.

Description:

All requests for changes to this Policies and Procedures Manual must be submitted in writing in order to be reviewed at the quarterly HMIS/CE Committee Meetings. All NorCal CA 516 CoC members are welcome to submit requests. Submitting a request does not guarantee approval of the request.

Procedure:

- Complete an HMIS Request for Policy Addition, Deletion, or Change (Appendix D) form and submit it to the HMIS Lead Agency

By mail:

Shasta County Department of Housing and
Community Action Programs
Attn: HMIS System Administrator
1450 Court Street, Suite 108
Redding, CA 96001

By Fax:

(530) 225-5178
Attn: HMIS System Administrator

By email:

HMIS@co.shasta.ca.us

- HMIS Lead Agency will present changes to HMIS Committee for discussion and recommended action, which may include approval, denial, or other appropriate, reasonable determinations.
- Approved requests will be amended in this Policies and Procedures Manual and uploaded to the Shasta County Department of Housing and Community Action Agency’s website under the NorCal Continuum of Care within 7 business days following approval.

4.3 Mandated Additions, Deletions, or Changes

Policy:

All legislative, regulatory, or other legal authority changes to the Policies & Procedures Manual must be implemented within the time frame established by HUD.

Description:

Changes that are mandated by HUD will be implemented by the HMIS Lead Agency in the designated time frame according to the HUD requirements.

Procedure:

- Upon notice from HUD of regulatory changes, the HMIS Lead Agency will send out written notice to each Participating Agency.
- At the next scheduled HMIS Committee Meeting, the HMIS Lead Agency will present any HUD mandated changes.
- All changes will be implemented within the time frame established by HUD and a new Policies and Procedures Manual will be published Shasta County Community Action Agency's website under the NorCal Continuum of Care.

5. HMIS DATA QUALITY STANDARDS

5.1 Applicability, Purpose and Goals

The Data Quality Standards ensure the completeness, accuracy, and consistency of the data in HMIS. The Data Quality Standards and Management encompass the Data Quality Plan, Data Accuracy, Data Completeness, and Data Timeliness Benchmarks, Data Quality Reports and correction of data when necessary.

5.1.1 Data Quality Plan

Policy:

The HMIS Lead Agency will implement this Data Quality Plan to ensure consistent data collection and data quality across all Participating Agencies.

Description:

At minimum the Data Quality Plan must include the following elements:

- Identify the responsibilities of all parties in the CoC (Executive and Advisory Boards, HMIS Lead Agency, Participating Agencies, and Participating Agency End Users) with respect to achieving good quality HMIS data.
- Benchmarks for data timelessness, data accuracy, and data completeness.

5.1.2 Monitoring by Lead Agency

Policy:

The HMIS Lead Agency will monitor the overall data quality entered by individual Participating Agencies.

Description:

Specifically, the HMIS Lead Agency will:

- Utilize the Data Quality Report and the Data Quality Detail Report to monitor data quality for each Participating Agency.
- Review monthly program level information for each Participating Agency identifying data quality weaknesses and recommending solutions for issues that need to be addressed.
- Provide regular feedback to individual Participating Agencies to ensure problems are addressed.
- If after receiving technical assistance and assistance of the user's program manager, a licensed user who continues to have persistent data quality errors, access to the HMIS system will be deactivated until such time that the user attends additional training and/or technical assistance. The HMIS Administrator will notify the participating agency that the user will be deactivated.
- Monitor the updating of Client data that has been identified as non-compliant with the Data Quality Plan.

5.2 Data Quality Benchmarks

5.2.1 Data Accuracy Benchmarks

Policy:

To qualify as “participating in the HMIS,” all Participating Agencies must meet the data quality benchmarks as described in the Data Quality Plan.

Description:

Client information entered must be valid and accurately represent information provided to End User. Every Participating Agency must enter data on Clients in the same way over time, regardless of which staff person is entering the data.

Procedure:

To determine the accuracy of information, Participating Agencies must regularly conduct data quality checks.

5.2.2 Data Completeness Benchmarks

Description:

All data entered should be complete. Partially complete or missing data can negatively affect the quality of data. Missing data could mean the client does not receive the services that could help them become permanently housed and end their homelessness.

Procedure:

The Participating Agency HMIS Lead should check the completeness of the data entered by Participating Agency End Users within their agency.

Required Benchmark:

100% of all HUD funded homeless assistance programs (excluding Victim Services Provider programs) must participate. The Data Quality Benchmark for participating projects is to maintain an overall average of 95% score from the Data Completeness Report for the agency.

5.2.3 Data Timeliness Benchmarks

Description:

To be most useful for reporting, the most up-to-date information possible on Clients must be included.

Procedure:

Client information must be entered by Participating Agencies within 5 business or 7 calendar days of the event (Intake/enrollment, service delivery, or exit). Every Participating Agency must update Client information at exit and/or at annual assessment, per the requirements relative to each Universal and Program Specific Data Element.

5.3 Data Completeness Required Reports

The overall standards for HMIS software are presented in the Homeless Management Information System (HMIS) Data and Technical Standards Final Notice as published by HUD (Vol. 69, No. 146, July 30, 2004). Copies are available upon request.

Description

This report calculates the percentage of required Client-level data elements with null or missing values divided by the total number of Client records. The report will also calculate the number of useable values (all values excluding “Don’t know” and “Refused” responses) in each required field over any desired time period (e.g., last month, last year). The report can be generated for each of the Participating Agencies’ programs. The program level reports will cover all applicable Universal and Program Specific Data Elements Percentages will be based on the universe of client records for which the data element is required. For example, percent (%) null for veterans = number of clients with no veteran status recorded/number of adults.

5.4 Reduce Duplications in HMIS for Every Participating Agency

Policy:

To reduce the duplication of Client records, Participating Agency HMIS End Users should always search for the Client before creating a new Client record.

Description:

The burden of not creating duplicate records falls on each Participating Agency End User. The HMIS does not prevent the creation of duplicate Client records; therefore, it is up to each HMIS End User to ensure every Client is first searched for and if not found, added. If matches are found, the Participating Agency End User must determine if any of the records found match the Client for which they are entering data.

Procedures:

- When an End User is collecting data, the End User will first attempt to locate the Client by searching for them by first name, if not found, then, by last name; and if not found, a search by social security number (SSN) only.
- If no matches are found for the Client, the HMIS End User will continue to add the basic Universal Data Elements.

Best Practices:

The HMIS End User should perform more than one type of search when attempting to find an existing record. Clients often do not use the exact same name that was previously entered.

- Using a field other than “name” tends to be more accurate and not open for interpretation

5.5 Data Quality and Correction**Policy:**

The Participating Agency HMIS Lead is required to run the Data Quality Report for each of the Participating Agency’s programs and respond to the HMIS System Administrator’s request for data clean-up.

Procedures:

- Based on the Data Reporting Schedule, the HMIS System Administrator will review the quality of each Participating Agency’s data.
- Participating Agency HMIS Leads are required to run the required reports and work with the HMIS System Administrator to rectify any shortfalls on data quality within the outlined time frame on the Data Reporting Schedule.

6. PRIVACY STANDARDS

6.1 Policies and Applications

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

- Describe its role in the processing of Personally Identifiable Information obtained from Participating Agencies.
- Describe accountability measures for meeting applicable privacy and security obligations.
- Inform clients how to pursue their privacy rights with Participating Agencies.

6.1.1 Privacy Policy and Mandatory Collection Notice

Policy:

All Participating Agency End Users must have a sign posted at their workstation or wherever data is collected that describes how information about the client may be used and disclosed and how the client can get access to their information.

Description:

The Mandatory Collection Notice (Appendix C) must be posted at each workstation, desk, or area used for HMIS data collection. The HMIS Privacy Policy (Appendix B) is a document describing a client's data rights in relation to HMIS.

Procedures:

- Post the HMIS Mandatory Collection Notice at each workstation, desk, or area used for HMIS data collection.
- Upon request by a client, the HMIS Privacy Policy shall be provided.

Best Practice:

A Participating Agency could also post the HMIS Mandatory Collection Notice in a waiting room, an intake line, or another area where clients congregate before intake occurs. This will give clients another opportunity to read the notice before receiving services.

6.1.2 Informed Consent Process

Policy:

All clients must go through the Informed Consent Process.

Procedure:

Once a client has been determined eligible for services at a Participating Agency, a Participating Agency End User must verbally explain the use and benefits of HMIS using the Client Consent Form as a guide.

It is the responsibility of the user who is conducting the intake interview to determine if a current Release of Information is uploaded into the system.

Best Practice:

It is recommended that End Users go through the Informed Consent Process consistently with each client.

6.1.3 HMIS Client Consent Form – Release of Information (ROI)

Policy:

All clients' HMIS Client Consent forms must be stored securely for a minimum of three years from date signed.

Procedures:

- The Client Consent Form – Release of Information (ROI) (Appendix A) is valid for three years from the date signed by Client. Therefore, for auditing purposes, it is important to keep the signed HMIS Client Consent form (ROI) for at least that length of time, unless the form is uploaded to HMIS.
- Client Consent forms (ROI) must be kept securely in accordance with standard confidentiality and privacy practices (e.g. locked away in a file cabinet and not accessible without authorization).
- If a Participating Agency does not currently keep client files, they must establish a file system to maintain Client Consent forms (ROI).
- If a Participating Agency chooses to upload each Client Consent form (ROI) into HMIS (preferred method), each Client Consent form (ROI) may be shredded.

Best Practices:

It is recommended that Participating Agencies keep the Client Consent form (ROI) in their current client file with the other information being collected and maintained. It will be easier to locate their information in this manner rather than creating a separate file for HMIS.

Policy:

Participating Agencies will give clients a copy of the HMIS Client Consent form- Release of Information (ROI).

Procedures:

- The Client Consent form (ROI) details the client's rights in HMIS data collection. This information is particularly important to those clients that agree to participate in HMIS.
- At the client's request, the Participating Agency End User should make a copy of the Client Consent form (ROI) and give it to the client.

Best Practice:

Participating Agencies should provide clients with a photocopy of the Client Consent form-Release of Information (ROI), so that the client has a record of their HMIS participation decision.

Policy:

If an end user determines that the client is unable to give consent, the end user will seek guidance from the program manager or the HMIS Administrator.

Procedures:

- The industry-wide best practice is to presume that all clients are competent, unless there is a known court ordering stating otherwise.
- If there is a known, current, and valid court order stating the individual is not competent, then it is not possible for that individual to provide a Client Consent Form. In this case, the HMIS End Users should mark down “DO NOT ENTER MY INFORMATION” and sign as the Participating Agency witness.

Policy:

The data in HMIS is owned by the NorCal CoC or the client owns their own personal data.

Procedures:

- If an outside entity wants aggregated data from the NorCal CoC HMIS database, a proposal that includes the intent and the audience for which the data will be presented must be submitted for approval by the NorCal CoC Executive Board.

Policy:

Clients **do not** have to participate and/or share their information in HMIS to be served by the program.

Procedures:

- A number of clients may choose not to participate and/or share their information in HMIS; however, it is important for reporting purposes that these individuals are still counted.
- To account for the overall services rendered by a Participating Agency, each Participating Agency must keep track of how many clients did not participate in HMIS.

Policy:

Participating Agencies **cannot** deny services to an individual solely on the basis of the individual deciding not to participate and/or share their information in HMIS.

Procedure:

- Participating Agencies must determine if an individual will or will not receive services before the individual goes through the Informed Consent process.

6.2 Revoking Authorization for HMIS Data Collection

Policy:

Clients who initially agree to participate and/or share their information in HMIS have the right to rescind their permission for data collection.

Procedures:

- In order to rescind his or her permission to participate and/or share information in HMIS, a client must request and complete the Revocation Form (Appendix F).
- The Participating Agency will file the completed Revocation Form with the client's previously signed Client Consent Form.
- The Participating Agency will promptly contact the HMIS System Administrator to request that the client's record visibility settings be restricted and not shared.

Best Practices:

If a client comes into a Participating Agency that never provided services to the client and requests a Revocation Form, the Participating Agency shall collect the completed Revocation Form and forward form to the HMIS System Administrator.

6.3 Client's Access to Their Information

Policy:

Clients have the right to a copy of their Universal and Program Specific data contained within HMIS.

Procedures:

- Clients may request a copy of their information contained within HMIS.
- Upon request of the client, Participating Agencies are required to provide a printout from HMIS of the Universal and Program Specific Data Elements.
- Participating Agencies are not required to print out any additional information, although it is optional and allowed.

Best Practices:

- Case management notes are typically not shared with the client. However, consider providing the client related information such as their goals, outcomes, referrals, and services provided.
- If utilizing paper forms, with data entry occurring later, consider making a photocopy of the paper forms for the client if they request a copy.
- If entering data directly, without utilizing paper forms, consider automatically printing a copy of the information for the client.

6.4 Client Grievance Process

Policy:

Clients have the right to file a Grievance Form regarding potential violation of their privacy rights as it pertains to HMIS participation.

Procedures:

- A client must request the Client HMIS Grievance Form (Appendix G) from the Participating Agency.
- The client may choose to submit the completed form to the Participating Agency, OR the client may submit the form directly to the HMIS Lead Agency.
- If the Participating Agency receives a completed Grievance Form, they must submit it to the HMIS Lead Agency by the end of the next business day.
- The HMIS Lead Agency will review the grievance, research the nature of the complaint, and will respond to the grievant within 30 days.

Policy:

No punishment will be taken by the HMIS Committee against a client if a client files a grievance.

Procedure:

- The Participating Agency named in the grievance, the HMIS Lead Agency, and other Participating Agencies will not refuse or reduce services to the client because of a grievance.
- If a client reports retaliation because of filing a grievance, the HMIS Committee will conduct an investigation.

6.5 Electronic Sharing of Client Data

Policy:

HMIS has the ability to allow client information sharing between Participating Agencies. Client data may be shared if: 1) it is explicitly authorized by the client on the Release of Information form and 2) an Inter-Agency Data Sharing Agreement has been executed by the Participating Agency.

Description:

While coordinating services, it is important to keep the Client's identity confidential unless the Client expressly permits their information to be shared by signing a Client Consent Form-Release of Information (ROI) and the Participating Agency has signed an Inter-Agency Data Sharing Agreement (Appendix E).

Procedures:

- End Users will keep client data confidential at all times and will obtain client permission to disclose Personally Identifiable Information only when necessary or otherwise required by law or court order.
- Electronic data sharing between Participating Agencies will be enabled with client consent.

7. SECURITY STANDARDS

Through a set of administrative, physical and technical safeguards, the security standards are to: (1) ensure the confidentiality, integrity, and availability of all HMIS information; (2) protect against any reasonably anticipated threats or hazards to security; and (3) ensure compliance by Participating Agency End Users.

7.1 Security Management

Policy:

The HMIS Lead Agency will update and maintain the Security Plan as directed by HUD.

7.1.1 Security Plan

The Security Plan is attached to these guidelines as Appendix L.

7.2 Workstation Security Procedures

Most security breaches are due to human error rather than systematic issues. To keep the application and data secure, Participating Agency End Users must implement security measures.

Policy:

Participating Agency End Users' computer screens should be placed where those not authorized to view confidential data are unable to see the contents of the screen.

Description:

The placement of the monitor can play a role in establishing security at the Participating Agency. Participating Agency End Users will position the monitor in a way that it is difficult for others to see the screen.

Best Practice:

Participating Agencies must determine the best location for computer monitors to prohibit unauthorized viewing of the computer screen. Another option is to utilize a privacy filter for the monitor.

Policy:

Do not write down usernames and/or passwords and store them in an unsecured manner.

Description:

Do not post HMIS username or password information under keyboards, on monitors, or within public view. This type of behavior can lead to large security breaches. Passwords and usernames that are written down must be secured in a locked drawer.

Policy:

Do not ever share login information with anybody (including Participating Agency HMIS Lead or HMIS System Administrator).

Description:

If someone is having trouble accessing HMIS, direct them to contact the Participating Agency HMIS Lead or call or send an e-mail to the HMIS System Administrator. Sharing usernames and passwords or logging on for someone else is a serious security violation of the HMIS End User Agreement (Appendix H). Participating Agency End Users are responsible for all actions taken in the system utilizing their logons. With the auditing and logging mechanisms within HMIS, any changes made, or actions taken will be tracked back to that login.

Policy:

When the Participating Agency End User is away from their computer, the Participating Agency End User must log out of HMIS or lockdown the workstation.

Description:

Stepping away from the computer while logged into HMIS can lead to a serious security breach. Although there are timeouts in place to catch inactivity built into the software, it does not take effect immediately. Therefore, anytime the Participating Agency End User leaves their computer, one of two actions must be completed. The Participating Agency End User can lock down the workstation or log out of HMIS.

7.3 HMIS Software Application – Level Security

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

- There is a SSL encryption of the connection between a Participating Agency End User's computer and the HMIS application. Advanced Encryption Standard, 256-bit, is the method in which the data is encrypted.
- Firewalls are in place on all servers hosted by WellSky. WellSky utilizes an industry standard Intrusion Detection System to pinpoint unauthorized attempts at accessing its network and to shield the customer's data in the event of such an attempt.
- Participating Agency End Users are organized into visibility groups. The groups are given specific permissions on what they can access.
- A Participating Agency End User's connection to the HMIS application will automatically close down after a period of inactivity.
- There are logging and auditing systems in the background recording each Participating Agency End User's activities in adding, viewing, and editing information.

7.4 Security Review

Policy:

The HMIS Lead Agency must complete an annual security review to ensure the implementation of the security requirements by Participating Agencies and the HMIS Lead Agency, itself. This security review will include the completion of a security checklist ensuring that each of the security standards is implemented in accordance with the HMIS security plan.

Description:

Each Participating Agency is given, at time of training, suggestions for providing a secure environment for their clients and Participating Agency End Users who utilize HMIS. Once a year, a security review is conducted at each Participating Agency's location. The following areas of security will be examined and documented:

- Physical and Environmental Security
- PC location out of public area
- Printer location
- PC access
- Personnel Security
- Passwords
- Signed Agreements
- Number of authorized users

Procedures:

- The security review may be carried out by 3 different methods: (1) A Peer Review i.e. one agency reviewing another agency; (2) A Committee Member from another participating agency; or (3) HMIS/CEP Committee designee.
- The HMIS System Administrator or a designee will notify the Participating Agency's Executive Director and/or Participating Agency HMIS Lead of an upcoming review.
- A report with the results of the security review will be submitted to the Participating Agency's Executive Director and the HMIS/CEP Committee. A copy will be filed at the HMIS Lead Agency's office.
- Any deficiencies in practices or security must be resolved immediately. A follow-up review will be conducted to ensure that the changes have taken affect.

Policy:

Participating Agencies are required to immediately resolve any issues discovered during a security review.

Description:

Within 30 days of the Participating Agency security review report, the Participating Agency must provide a written response. The response will be reviewed by the HMIS Committee for clearance and compliance with these Policies and Procedures.

8. HMIS IMPLEMENTATION

8.1 HMIS Software Solution

The NorCal CA 516 has selected “Community Services (formerly ServicePoint)”, a web based HMIS software owned by WellSky to be the HMIS software of record. It empowers human service providers, agencies, coalitions, and communities to manage real-time client and services data. Shasta County Department of Housing and Community Action Programs will contract directly with WellSky for this software and supports end-users with a help desk, ongoing training, and project customization including development of project-specific assessments and settings.

8.2 Technology Requirements

Policy:

All computers authorized to access Community Services must meet the minimum requirements as established in this manual.

Procedures:

All computers that will access Community Services (ServicePoint) on behalf of the Participating Agency must meet these minimum requirements; this includes Participating Agency's on-site desktops and laptops. **Accessing Community Services (ServicePoint) from home is never allowed due to security breaches.** It is difficult to ensure that a computer in the home meets the technical standards and that Participating Agency End Users are abiding by the same privacy, confidentiality, and security procedures as they would in the office. Unauthorized individuals (spouses, children, and relatives) could gain access to Community Services (ServicePoint) in a home environment more easily than in an office environment.

Participating Agencies must ensure that their computers meet the following standards:

Supported Browser Brands

Apple Safari
Google Chrome
Microsoft Edge
Microsoft Internet Explorer 11

Java

Required	Recommended
Any version of Java	Recent version of Java

Mobile Devices

Apple iPad with latest version of IOS

Operating Systems

All operating systems used by Participating Agencies must receive support from Microsoft or Apple with regular updates to current operating system. For Microsoft life cycle policy, please find your operating system here: <https://support.microsoft.com/en-us/lifecycle/selectindex>.

Best Practices:

Participating Agencies should consider these recommendations in preparation for fully utilizing all the capabilities within Community Services (ServicePoint) as well as incorporating standard industry practices:

- Operating system version: Each computer should be on a currently supported version of an operating system (e.g. Windows XP, Windows Vista, Windows 7, Windows 8, or Mac O/S 10.3 or higher).
- Operating system updates: Each computer accessing Community Services (ServicePoint) should be current in applying all of the available critical security patches. Patches should be installed within 24 hours of notification of availability.
- Current anti-virus software and firewall should be present and active.
- Anti-Spyware software: For a computer or network, anti-spyware software should be present, active, and with current definitions.
- Secure internet connection: Ideally each computer should have access to at least a DSL/Broadband high-speed line instead of dial-up connection. This will result in a much-improved experience over connecting with dial-up speeds.
- Standard office software: To use downloaded data from Community Services software that can interpret comma-delimited files, such as spreadsheet, word processing, or database software (such as Microsoft's Excel, Word, and Access) should be present. There are a number of options. It is not a requirement that this software is installed since it is not required to enter HMIS data.

8.3 Inter-Agency Data Sharing Agreement

Policy:

To systematically share data, the Participating Agencies will jointly establish a data sharing network formalized by the execution of an HMIS Inter-Agency Data Sharing Agreement. (Appendix E).

Description:

The Inter-Agency Data Sharing Agreement is a contract between the Participating Agencies who agree to share information in HMIS. The agreement outlines specific requirements on confidentiality, data entry, responsibilities, security, reporting, and other items deemed necessary for proper HMIS operation and compliance.

Procedures:

- An authorized representative of the Participating Agency will sign the Inter-Agency Data Sharing Agreement. Each will maintain a copy for their files.
- The original will be filed at Shasta County Department of Housing and Community Action Agency.

8.4 End User Agreements

Policy:

An End User Agreement (Appendix H) must be signed and kept for all Participating Agency's personnel or volunteers that will collect, use or view data on behalf of the Participating Agency.

Description:

The HMIS End User Agreement is an agreement between the HMIS Lead Agency and a Participating Agency's employees, contractors, or volunteers who are authorized to collect and/or enter data.

Procedures:

- Before a Participating Agency End User begins collecting data, the Participating Agency End User and their program manager must sign an HMIS End User Agreement.
- The HMIS Lead Agency must retain the signed HMIS End User Agreement until seven years after user access is terminated.
- The Participating Agency must ensure that each Participating Agency End User has been trained by the HMIS Lead Agency.
- All end user accounts are subject to a 90-day activity review. If an end user does not login to HMIS within a 90-day period, their access will be deactivated. This access can be reactivated by the Agency's HMIS Lead emailing the HMIS Administrator: hmis@co.shasta.ca.us. The request must include the user's information and the reason as to why the end user had not logged into ServicePoint within the prior 90 days and why the user still needs access. All end users that have been deactivated for 6 months or more must attend additional training.

8.4.1 Removing Authorized**Personnel Policy:**

The HMIS System Administrator must be notified as soon as possible, but no later than 3 business days when a Participating Agency End User is no longer authorized to access HMIS.

Procedures:

- Within 3 business days of revoking a Participating Agency's End User's authorization, the Participating Agency will contact the System Administrator via email HMIS@co.shasta.ca.us.
- The Participating Agency will email the System Administrator at the above email address or fax it to 530-225-5178.
- Upon receipt of the User Account Request Form, the HMIS System Administrator will immediately deactivate and/or delete the Participating Agency End User's account.

8.5 HMIS Licensing**Policy:**

To participate in HMIS, the Participating Agency must obtain a username for each Participating Agency End User.

Description:

To participate in HMIS, each Participating Agency must have a minimum of one Community Services (ServicePoint) license allowing for one Participating Agency End User.

Procedure:

- When new agencies are requesting participation, a site visit may be scheduled, and all policy and security requirements will be evaluated by the HMIS Lead Agency.

8.6 Designate Participating Agency HMIS Lead

Policy:

All Participating Agencies must designate a Participating Agency HMIS Lead.

Description:

The Participating Agency must designate an individual to act as their Participating Agency HMIS Lead.

The Participating Agency HMIS Lead role possesses different responsibilities than a typical Participating Agency End User. The Participating Agency HMIS Lead will:

- Act as the first tier of support for Participating Agency End Users.
- Act as the main point of contact for HMIS Lead Agency for HMIS related issues.
- Ensure compliance with these Policies and Procedures.
- Post the Mandatory Collection Notice.
- Assist Participating Agency End Users with technical assistance and monitoring.
- **Be a member of and attend HMIS/CE Committee meetings.**
- Request Participating Agency End User additions and deletions as appropriate.
- Request training and/or technical assistance.
- Run the required Reports for each of the Participating Agency's programs based on the reporting schedule and respond to the HMIS Lead Agency's request for data clean-up.

Procedures:

The Participating Agency's HMIS Lead is designated as an oversight person and has the overall responsibility for meeting the requirements of these Policies and Procedures.

8.7 Participating Agency Profile in HMIS

Policy:

Participating Agencies are not able to enter Client data until their profile is set up in Community Services (ServicePoint)

Description:

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

Procedures:

- The Participating Agency HMIS Lead will work with the HMIS System Administrator to complete the agency profile set up.
- The HMIS System Administrator will work with the Participating Agency HMIS Lead to ensure that the profiles are organized in a way that is useful for the Participating Agency, consistent with standard practices, and meets reporting needs.

8.8 Designating Participating Agency End Users

Policy:

Any individual working on behalf of the Participating Agency (ex: employee, contractor, and/or volunteer), who will collect information for HMIS purposes must be designated as a Participating Agency End User; and therefore is subject to these Policies and Procedures.

Description:

Anyone who collects HMIS data (electronic or paper) or creates reports from Community Services (ServicePoint) must be designated as a Participating Agency End User. Due to client privacy, confidentiality, and security procedures, all Participating Agency End Users must follow the standards and procedures set forth for security and confidentiality. Participating Agency End Users who have not had the proper training will not be equipped to respond to Clients' questions on consent, revocation, intake forms, and other aspects. An individual, who is designated as a Participating Agency End User, but that does not work within Community Services (ServicePoint), is still required to take the Policies and Procedures training class. Individuals who do work within Community Services (ServicePoint) will take this class, as well as specific training on Community Services (ServicePoint).

Procedures:

- After an individual is identified as a Participating Agency End User, the Participating Agency HMIS Lead must sign the End User Agreement Form for submission to the HMIS System Administrator.
- The individual is required to complete the appropriate user training as determined by the HMIS Lead Agency and/or the project supervisor.

9. DATA COLLECTION & REPORTING

9.1 On Whom to Collect Data

Policy:

Participating Agencies are required to attempt data collection with individuals who are experiencing homelessness or are at risk of experiencing homelessness and who are receiving services

Procedures:

- For HMIS purposes, HUD's minimum standards require that individuals who are experiencing homelessness or are at risk of experiencing homelessness and receive services from a Participating Agency must be approached for data collection. Therefore, during the intake process it is important to identify these persons.
- Once these persons are identified, they must go through the Informed Consent Process, which is an oral explanation of HMIS and its benefits, as well as the Client's rights in regard to HMIS.
- Information must be collected separately for each family member, rather than collecting data for the family as a whole.

Best Practices:

- Participating Agencies should also collect HMIS data for individuals or families at risk of homelessness but who are receiving services from the Participating Agency. One of the greatest benefits of HMIS to a Participating Agency is the ability to create reports describing its clients' characteristics, outcomes of the services they receive, and general agency operating information. Entering HMIS data only for persons experiencing homelessness will give the Participating Agency a partial picture. By including both persons already experiencing homelessness and persons at risk of homelessness, Participating Agencies will be able to generate reports that wholly describe their operations.
- Participating Agencies should collect data on individuals or families experiencing homelessness that make contact with the Participating Agency. Enrolling those individuals in Coordinated Entry allows HMIS Participating Agencies the ability to count the persons that attempt to enroll in programs/services, even though they may not actually end up receiving those services. The Participating Agency will be able to create reports about the characteristics of these individuals and use this information for a number of reasons. The Participating Agency could use this data to determine if they are being improperly referred or to quantify the additional need for funding.

9.2 Using Paper-based Data Collection Forms

Policy:

Participating Agencies may choose to collect client data on paper for later data entry or for assistance in data entry. Participating Agencies must use the HMIS Intake Form (Appendix I) provided by the Lead Agency.

Description:

Each Participating Agency will incorporate HMIS into its own operating processes. Some Participating Agencies will prefer to interview clients and simultaneously enter their information directly into the computer. Other Participating Agencies will find it easier to collect information on paper first, and then have someone enter the data later into the HMIS. HMIS paper-based forms that enable collection of the Universal, and Program Specific Data Standards are available. Participating Agencies should use:

- Adult Intake form (Appendix I)
- Minor Intake Form (Appendix J)
- Interim/Exit Form (Appendix K)
- Client Consent Form - Release of Information (ROI) (Appendix A)

During the HMIS training, Participating Agency End Users will learn how to use these forms to fulfill their data collection obligations.

Procedures:

- Participating Agencies may utilize paper-based forms for initial data collection.
- Participating Agency End Users will have 5 business days or 7 calendar days from the point of the event (intake/enrollment, service delivery, or exit) to enter the data.
- Standard forms provided by the HMIS Lead Agency to capture Universal and Program Specific data shall be used by Participating Agencies using paper-based forms for data collection.

9.3 Client Intake: Completing Required Fields in HMIS**Policy:**

During client intake, Participating Agency End Users must complete the Universal and Program Specific fields as required for all clients.

Description:

All Participating Agencies are required to complete the Universal fields regardless of funding sources. Participating Agencies that receive homeless assistance grant funds from HUD and the CoC are required to complete the Program Specific fields.

Procedures:

- To complete the Universal fields for intake, Participating Agency End Users will follow the workflow that is set up for their program.
- To complete the Program Specific required fields, Participating Agency End Users will follow the workflow that is set up for their program.

Best Practice:

Participating Agency End Users should be aware of their Participating Agency's data requirements and internal standards. Participating Agencies may decide to collect additional pieces of information beyond the Universal and Program Specific fields. Such additional data needed for the Participating Agency's own operations and/or funding

sources can be entered into HMIS. The Participating Agency will contact the HMIS Administrator to discuss the additional data requirements that need to be collected.

9.5 Client Discharge: Exiting Clients from Programs

Policy:

During discharge or program exit, Participating Agency End Users must complete the Universal and Program Specific required fields for all clients within 5 business days or 7 calendar days.

Description:

During client discharge from a program, there are additional data collection requirements.

Procedures:

- Participating Agency End Users must complete the Universal and Program Specific required fields for discharge.
- To complete the Program Specific required fields, End Users must go to the *Client Program Close, Program Exit, Special Needs at Exit, Income at Exit, Income at Exit Summary and Outcomes* screens and respond to the fields marked required.
- If a Participating Agency collects data on paper-based data forms, the Exit form (Appendix K) shall be used.

10. TRAINING & TECHNICAL ASSISTANCE

10.1 End User Training

Policy:

Participating Agency End Users are required to complete new user training before access to HMIS is given.

Description:

The following training, at a minimum, will be provided quarterly:

Training

Course Description	Course Detail	Required
HMIS Part 1	Policies and Procedures, review of HMIS Data and Technical Standards, Privacy and Mandatory Collection Notices and Consents, navigating HMIS	All new Participating Agency end-users
HMIS Part 2	Policies and Procedures, Setting Up Households, Household Data Sharing, Interim/Annual Updates, Exits and Referrals	All new Participating Agency end users
HMIS Refresher	Review of navigating HMIS, review of HMIS Data and Technical Standards, Review of Privacy, Security and Policies and Procedures	All existing Participating Agency end-users, annually
Reports	Running and understanding management reports; Data clean-up	All new Participating Agency end-users, as needed basis

Procedures:

There are several prerequisites for attending the Participating Agency End User training:

- The Participating Agency must have signed and returned the Personal Services Agreement between the County of Shasta and the Participating Agency and have paid for their annual license(s).
- All Participating Agency HMIS Leads can request End User training by emailing to the HMIS System Administrator.
Email: HMIS@co.shasta.ca.us
- Participating Agency HMIS Leads shall contact the HMIS System Administrator for information on when the next training is being offered. Training spots are allocated on a first-come first-serve basis.
- Upon completion of training, Participating Agency End Users will be given a login and password to provide access to Community Services (ServicePoint). At this point, the End User will be able to utilize Community Services (ServicePoint).

10.2 Training Refresher

Policy:

All Participating Agencies may request a training refresher as needed.

Description:

HMIS will evolve over time to include new HUD requirements as well as functions that Participating Agencies and the community request.

Procedures:

The Participating Agency HMIS Lead shall contact the HMIS System Administrator to request any additional training necessary to maintain compliance with these Policies and Procedures.

10.3 Contacting the System Administrator

Policy:

All requests for technical assistance and training shall be requested by the Participating Agency HMIS Lead

Procedures:

HMIS System Administrator will be the best resource for finding out specific information regarding technical issues and reporting. Contact the HMIS System Administrator by email at HMIS@co.shasta.ca.us.

Appendix A: HMIS Client Consent Form

DRAFT

Homeless Management Information System (HMIS) Client Informed Consent & Release of Information Authorization

I, (print consumer's name) _____, understand that (Service Provider) _____ collected information about me and/or dependents listed below to enter it into a database system called Homeless Management Information System (HMIS). This database helps participating agencies better understand homelessness, improve service delivery to those at-risk of and experiencing homelessness, and evaluate the effectiveness of services provided to those at-risk of and experiencing homelessness. Participation in data collection and disclosure, although optional, is a critical component of our community's ability to provide the most effective services and housing possible. The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth by federal, state, and local regulations governing confidentiality of client records. Every person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information.

Additionally, the data collected and entered into HMIS may be used during Coordinated Entry Process (CEP) case conferencing. The CEP centralizes and expedites homeless and housing resources to achieve improved outcomes for people experiencing homelessness. Sharing your information will allow for an efficient and effective CEP through coordination of care and ensuring you are connected to services and housing for which you are eligible.

BY SIGNING THIS FORM, I AUTHORIZE THE FOLLOWING:

The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only to participating agencies, who have entered into an Inter-Agency HMIS Data Sharing Agreement and shall be used to:

- a. Produce a client profile at intake that will be shared by collaborating agencies
- b. Produce anonymous, aggregate-level reports regarding use of services
- c. Track individual program-level outcomes
- d. Identify unfilled service needs and plan for the provision of new services
- e. Allocate resources among agencies engaged in the provision of new services
- f. Disclose if required by court order or as required by law
- g. Coordinate client care and services to streamline the CEP

BY SIGNING THIS FORM, I AUTHORIZE THE FOLLOWING:

Participating agencies and their representatives can share basic information regarding my family members listed below and/or me. I understand that this information is for the purpose of assessing my/our needs for housing, utility assistance, food, counseling and/or other services.

The information may consist of the following Protected Identifying Information (PII):

- Name
- Date of Birth
- Social Security Number
- Gender
- Ethnicity & Race
- Program entry date
- Program exit date
- Income and Non-Cash benefits information
- Housing information
- VI-SPDAT
- Residence prior to project entry
- Homeless history
- Zip Codes of last permanent address
- Family composition
- Employment status
- Veteran Status
- HIV/AIDS
- Domestic Violence
- Mental Health
- Disabling condition
- Alcohol & drug
- Legal history
- Photo (if applicable)

I UNDERSTAND THAT:

- Use of my likeness in a photograph will be viewable by other participating agencies and may be cropped or edited, as needed. I waive the right to approve or inspect the finished photograph.
- The participating agencies have signed agreements to maintain confidentiality regarding my information.
- The release of my information does not guarantee that I will receive assistance, and my refusal to authorize the use of my information does not disqualify me from receiving assistance.
- My records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise provided for in the regulations, law, or court order.
- Auditors or funders who have legal rights to review the work of this agency, including the U.S. Department of Housing & Urban Development may see my information.
- People using HMIS information to write reports may see my information. Researchers must sign an agreement to protect my privacy before seeing HMIS data. My private information will never appear in research reports.
- Additionally, I understand that participation in data collection is optional, and I may choose not to participate.
- This release is valid for three (3) years from the date of my signature below.
- I also understand that I may withdraw my consent at any time.
- I understand that my personal information will not be made public and will only be used with strict confidentiality.

Participating agencies: A list of the participating agencies within the NorCal Homeless Continuum of Care Homeless Management Information System may be viewed prior to signing this form.

List all Dependent children under 18 in household, if any (first and last names):

Name	Date of Birth
1.	
2.	
3.	
4.	
5.	
6.	

Please initial one of the following levels of consent:

I give authorization for mine and my dependents listed above, protected personal and relevant information **to be entered into HMIS and shared between participating agencies.**

OR

I give authorization for mine and my dependents listed above, protected personal and relevant information **to be entered into HMIS, but NOT shared between participating agencies.**

OR

I do not consent to the inclusion of personal information in HMIS about me and my dependents listed above.

Consumer's Signature

Date

DRAFT

NorCal CA 516 Continuum of Care
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:
Shasta County Department of Housing and Community Action Programs
1450 Court Street, Suite 108, Redding, CA 96001
(530)225-5160

Your information is personal, and the NorCal CA 516 Continuum of Care 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 any member of staff, or go to the Nor Cal Continuum of Care website at:

<https://www.norcalcoc.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.

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

Participating agencies may use and disclose your information to other participating HMIS agencies.

We also 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 Collaboration: We also may use and disclose your information about you so that you do not have 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.

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 level 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 the use or disclosure of information for research purposes, any such research project must be approved through an approval process. Aggregate information about you may be disclosed to people conducting a research project to help them identify data for clients with specific needs.

As Required By Law: We will use and disclose information when required 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.

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. The request will be reviewed and responded to within three (3) business days. We reserve the right to deny your right to inspect and obtain copies of your information. If your request is denied, you may appeal this decision and request that another services professional by the Shasta County Department of Housing and Community Action Programs, who was not involved in your provision of services, review the denial.

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. Your request will become part of your record.

Right to Request Restrictions:

You have the right to request that we follow additional, special restrictions when disclosing your information. 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 service 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 member of staff.

You have the right to file a complaint if you believe that 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 NorCal CA 516 Continuum of Care System Administrator.

To file a complaint with the Lead Agency, contact:
Shasta County Department of Housing and Community Action Agency
1450 Court Street, Suite 108, Redding, CA 96001

Email: hmis@co.shasta.ca.us

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

ACKNOWLEDGEMENT OF RECEIPT

By signing this form, you acknowledge receipt of the HMIS Notice of Privacy Practices. Our Notice of Privacy Practices provides information about how we may use and disclose your protected information. We encourage you to read it in full. Our Notice of Privacy Practices is subject to change. If we change our notice, you may obtain a copy of the revised notice by accessing our web site, <https://www.norcalcoc.org> or by contacting any staff person involved in your services.

If you have any questions about our Notice of Privacy Practices, please contact:
Shasta County Department of Housing and Community Action Agency
1450 Court Street, Suite 108, Redding, CA 96001
Email: hmis@co.shasta.ca.us

I acknowledge receipt of the HMIS Notice of Privacy Practices.

Client Signature

Client Name Printed

Date

Inability to Obtain Acknowledgement

To be completed only if no signature is obtained. If it is not possible to obtain the client's acknowledgement, describe the good faith efforts made to obtain the client's acknowledgement, and the reasons why the acknowledgement was not obtained:

Staff Member's Signature

Staff Name and Title Printed

Date

DRAFT

HOMELESS MANAGEMENT INFORMATION SYSTEM MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our Privacy Policy. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Policy is available upon request.

DRAFT

NorCal CA 516 Continuum of Care
HMIS Request for Policy Addition, Deletion, Change

Organization: _____
Name: _____
Date: _____

I request that the following change(s) be made to the HMIS Policies & Procedures Manual:

Change the following existing policy:

Delete the following existing policy:

Add the following:

Provide in clear and concise language the policy to be considered by the HMIS Committee to be inserted / deleted in or from the current Policies and Procedures manual. Please be clear and specific.

Policy:

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

Description:

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

Procedures:

DRAFT

NorCal CA 516 Inter-Agency HMIS Data Sharing Agreement

By signing this Inter-Agency Data Sharing Agreement, _____ shall be designated a "Participating Agency" in the NorCal CA-516 Homeless Management Information System (HMIS) and/or Coordinated Entry Process (CEP). This Participating Agency agrees to share the demographic and programmatic data (when authorized to do so by the client) using the NorCal CA 516 HMIS or during CEP case conferencing. The Participating Agency's client data shall be shared with all participating agencies that also have a signed Inter-Agency Data Sharing Agreement on file with the HMIS Lead Agency (Shasta County). Each individual end user that directly accesses and enters data into HMIS must complete and comply with the HMIS User Agreement.

Authorized Uses and Disclosures of HMIS Data¹:

- To provide or coordinate housing and/or services for families and individuals experiencing homelessness or facing a housing crisis across the NorCal Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou.
- For functions related to payment or reimbursement for services.
- To carry out administrative functions, including but not limited to legal, audit, personnel oversight and management functions.
- For creating de-identified reports from PII.
- To avert a serious threat to health or safety.
- Uses and discloses for academic research purposes.
- Disclosures for law enforcement purposes.

Participating Agency Requirements:

Each Participating Agency agrees that it shall:

- With respect to any and all information, only obtain, use, and disclose information in accordance with HMIS Policies & Procedures. The Participating Agency will produce a client profile at intake that will be shared by collaborating agencies.
- Produce anonymous, aggregate-level reports regarding use of services to identify unmet service needs and plan for the provision of new services, allocate resources among agencies engaged in the provision of new services and track individual program-level outcomes.
- Not access identifying information for any individual who is (a) not a client of the Participating Agency or (b) who has not consented in writing to share, disclose, or release of information. The Participating Agency may access its clients' identifying information on an as needed basis and request in writing access to statistical, non-identifying information on clients served by other Participating Agencies.
- Not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency Data Sharing Agreement (e.g., law enforcement, missing person inquiries, and governmental agencies), unless required by law, court order or other requirements, or if life threatening or emergency circumstances warrant.
- Report only non-identifying information from HMIS in response to requests unless otherwise required by law.

¹Federal Register/Vol.69, No. 146, Friday, July 30, 2004

Client Protection:

- Basic client profile data, which includes client demographics (name, birth date, social security number, gender, ethnicity, veteran status, language(s) spoken, photo, other identifying information, etc.) will be shared with the NorCal CoC Participating Agencies participating in HMIS provided that the client to whom the data pertains has in place a current, valid written consent, for the obtaining, disclosure, sharing, and release of that information and that the consent has not been withdrawn or revoked.
- The applicable Client Authorization form (ROI) must be signed by the client in order for the Personally Identifiable Information (PII) to be shared in HMIS or during CEP case conferencing.
- In the event a client doesn't want to share their information with other agencies, it's the responsibility of the Participating Agency end-user to make client's program enrollment, services, file, etc., private in HMIS and to ensure if the information is provided during CEP case conferencing, it is done so in a non-identifying manner. .
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to revoke consent. Any revocation of consent is effective from the date of revocation going forward and does not apply to data that is already shared in HMIS or for the purposes of CEP case conferencing.
- HMIS Participating Agency end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client Informed Consent & Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures both within HMIS and during CEP case conferencing.
- Clients may NOT be denied services based on their choice to withhold their consent to share their information.

Agreed to and signed by the following agency representative:

Printed Name Agency Name

Signature Date

DRAFT

NorCal CA 516Homeless Management Information System (HMIS)

Client Revocation Form

Agency Information ("This agency") _____

Name: _____

Address: _____

City, State, Zip: _____

I hereby revoke permission for this agency to share my demographic, household and service information with other agencies that use NorCal CA 516Homeless Management Information System (HMIS).

I understand that the information will remain in HMIS, and will no longer be available to other partner agencies; however, information previously shared or disclosed by this agency as a result of my prior consent cannot be retracted, nor may this agency withhold information required to be shared or disclosed by law.

Name of Client

Signature of Client

Date

Name of Agency Representative

Signature of Agency Representative

Date

DRAFT

NorCal CA 516 HMIS

If you think your privacy rights for the information entered into HMIS have been violated, use this form to report the problem.

It is against the law for any agency to retaliate against you or deny services for the act of filing a grievance.

Name of Individual Filing the Grievance: _____		
Grievance Information		
Date of Occurrence: _____	Have you discussed this issue with the HMIS Agency? Yes No Date of discussion: _____	Agency Name:
Issue of Grievance: List specific problem(s)/issue(s).		
For clarification of the issues of your grievance, please provide statements regarding the condition which is the subject of this grievance. (Describe what happened, when, and where. Attach any supporting documentation.)		
Relief Request: Indicate the action(s) that would resolve your grievance.		

My signature indicates that the information contained on this form and attachments (if any) to this form is true and factual to the best of my knowledge.

Signature

Date

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HMIS END USER AGREEMENT

Agency: _____ Name of End User: _____

The NorCal CoC recognizes the importance of client needs in the design and management of HMIS. These needs include maintaining client confidentiality and treating the personal data of clients with respect and care.

As the guardians entrusted with this personal data, Participating Agency End Users have a moral and a legal obligation to ensure that the data they enter into HMIS is being collected, accessed and used appropriately. Proper user training; adherence to the NorCal HMIS Policies and Procedures Manual; and a clear understanding of the privacy, security, and confidentiality policies are vital to achieving these goals.

Your User ID and password give you access to HMIS. Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password and your intention to comply with all elements of the Homeless Management Information System Data and Technical Standards Notice published by the U.S. Department of Housing and Urban Development. Unauthorized use or disclosure of HMIS information is a serious matter and any End User found to be in breach of this agreement will be subject to the following penalties or sanctions, including: the loss or limitation of use of Service Point; adverse employment actions including dismissal; and civil and/or criminal prosecution.

Please initial that you understand and agree to comply with all the statements listed below.

_____ My ServicePoint User ID and password are for my use only and must not be shared with anyone.

_____ I will take all reasonable means to keep my User ID and password physically secure.

_____ If I am logged into ServicePoint and must leave the work area where the computer is located, I must log-off of Service Point before leaving.

_____ Any computer that has Service Point "open and running" shall never be left unattended. Any computer that is used to access Service Point must be equipped with locking (password protected) screen savers.

_____ If I notice or suspect a security breach, I must notify the HMIS System Administrator – Shasta County Department of Housing and Community Action Programs.

_____ I understand that the only individuals who can view HMIS information are authorized users and the clients to whom the information pertains.

_____ I understand that in the event a client doesn't want to share their information with other agencies, it's my responsibility to make the client's program enrollment, services, file, etc., private in HMIS and to ensure if the information is provided during CEP case conferencing; it is done so in a non-identifying manner.

_____ I understand that I will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client informed Consent and Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures) both within HMIS and during CPE case conferencing.

_____ I understand that I may only view, obtain, disclose, or use the database information that is necessary in performing my job.

_____ I understand that these rules apply to all users of HMIS, whatever their work role or position.

_____ I understand that hard copies of HMIS information must be kept in a secure file.

_____ I understand that once hard copies of HMIS information are no longer needed, they must be properly destroyed to maintain confidentiality.

I affirm the following:

1. I have received the following HMIS trainings:
 - a) ServicePoint use
 - b) Privacy
 - c) Data collection
 - d) Security policy
2. I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual and have adequate training and knowledge to enter data and/or run reports in ServicePoint.
3. I will maintain the confidentiality of client data in ServicePoint as outlined above and in the HMIS Policies and Procedures Manual.
4. I will only search, view, enter or share data in HMIS when a Client Consent Form is on file.

End User Signature

Date

End User Printed Name

Phone Number

Email Address

To be filled out by Agency Directory/Supervisor

Designated Agency HMIS Program Lead

Yes

No

User will be generating reports

Yes

No

Please indicate the programs the end user has been authorized to access.

Agency Director/ Supervisor

Date

Appendix I: Adult Intake Form

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1. Intake Summary				
Agency Case No:			Service Point Client No:	
Intake Date	Mont	Day	Year	Intake Staff Name
Case Manager			Staff Direct Phone Line	
Agency Name			Notice of Privacy Practices Acknowledgement signed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Program Name			Release of Information (ROI) Signed <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Household Information				
Household Type	<input type="checkbox"/> Couple (parent & friend) & child(ren)		<input type="checkbox"/> Foster Parent(s)with child(ren)	
	<input type="checkbox"/> Couple with no child(ren)		<input type="checkbox"/> Grandparent(s)with child(ren)	
	<input type="checkbox"/> Extended family unit		<input type="checkbox"/> MaleSingle Parent	
	<input type="checkbox"/> Female Single Parent		<input type="checkbox"/> Non-custodial Caregiver(s)w/child(ren)	
<input type="checkbox"/> Other				
<input type="checkbox"/> Single Adult				
<input type="checkbox"/> Two Parents withchild(ren)				
3. Client Information				
First		Middle		Last
Suffix				
Alias			Email Address	
Address			Telephone	
SSN	-			
SSN Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		U.S. Military Veteran <i>(adults only)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	
Date of Birth	Month	Day	Year	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender) <input type="checkbox"/> Transgender <input type="checkbox"/> Questioning
DOB Data Quality	<input type="checkbox"/> Full DOB Reported <input type="checkbox"/> Approximate or Partial DOB Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused			
Primary Race & Secondary Race	<u>Pri Sec</u> <input type="checkbox"/> <input type="checkbox"/> American Indian, or Alaska Native, or Indigenous <input type="checkbox"/> <input type="checkbox"/> Asian or Asian American <input type="checkbox"/> <input type="checkbox"/> Black, or African American, or African <input type="checkbox"/> <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> <input type="checkbox"/> White <input type="checkbox"/> <input type="checkbox"/> Client doesn't know <input type="checkbox"/> <input type="checkbox"/> Client refused		Ethnicity <input type="checkbox"/> Non-Hispanic/Non-Latin (a) (o) (x) <input type="checkbox"/> Hispanic/Latin (a) (o) (x) <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	
Relationship to Head of Household (HoH)	<input type="checkbox"/> Self (Head of Household) <input type="checkbox"/> Head of Household's child <input type="checkbox"/> Head of Household's spouse or partner <input type="checkbox"/> Head of Household's other relation member <input type="checkbox"/> Other (non-relation member)		Disabling Condition? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	
Zip Code of Last Permanent Address			Client Location (CoC) & Current County of Service <input type="checkbox"/> CA-516 <input type="checkbox"/> Del Norte <input type="checkbox"/> Lassen <input type="checkbox"/> Modoc <input type="checkbox"/> Plumas <input type="checkbox"/> Shasta <input type="checkbox"/> Sierra <input type="checkbox"/> Siskiyou	
Zip Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused			
NOTES:				

4. Homeless Determination

<p>Prior Living Situation</p> <p>Where did you spend last night? <i>(all adults & unaccompanied youth)</i></p>	<p>--HOMELESS SITUATION--</p> <p><input type="checkbox"/> Place not meant for human habitation (car, abandoned building, bus or train station, etc.)</p> <p><input type="checkbox"/> Emergency shelter (incl. hotel/motel or campground paid for w/ES voucher, or RHY-funded Host Home Shelter) (ES)</p> <p><input type="checkbox"/> Safe Haven (SH)</p> <p>--INSTITUTIONAL SITUATIONS--</p> <p><input type="checkbox"/> Foster care home or foster care group home</p> <p><input type="checkbox"/> Hospital or other residential non-psychiatric medical facility</p> <p><input type="checkbox"/> Jail, prison, or juvenile detention facility</p> <p><input type="checkbox"/> Long-term care facility or nursing home</p> <p><input type="checkbox"/> Psychiatric hospital or other psychiatric facility</p> <p><input type="checkbox"/> Substance abuse treatment facility/detox</p> <p>--TEMPORARY AND PERMANENT HOUSING SITUATIONS</p> <p><input type="checkbox"/> Residential project or halfway house w/no homeless criteria</p> <p><input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher</p> <p><input type="checkbox"/> Transitional housing for homeless persons (including homeless youth) *</p> <p><input type="checkbox"/> Host Home (non-crisis)</p> <p><input type="checkbox"/> Staying or living in a friend's room, apartment or house</p> <p><input type="checkbox"/> Staying or living in a family member's room, apartment or house</p> <p><input type="checkbox"/> Rental by client, with GPD TIP housing subsidy</p> <p><input type="checkbox"/> Rental by client, with VASH subsidy</p> <p><input type="checkbox"/> Permanent housing (other than RRH) for formerly homeless persons</p> <p><input type="checkbox"/> Rental by client, with RRH or equivalent subsidy</p> <p><input type="checkbox"/> Rental by client, with HCV voucher (tenant or project based)</p> <p><input type="checkbox"/> Rental by client in a public housing unit</p> <p><input type="checkbox"/> Rental by client, no ongoing housing subsidy</p> <p><input type="checkbox"/> Rental by client, with other ongoing housing subsidy</p> <p><input type="checkbox"/> Owned by client, with ongoing housing subsidy</p> <p><input type="checkbox"/> Owned by client, no ongoing housing subsidy</p> <p>--OTHER--</p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p> <p><input type="checkbox"/> Data Not Collected</p>	<p>*If yes to Transitional/Permanent Housing or Institutional Situations:</p> <p>On the night before, did you stay on the streets, ES or SH?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Length of stay in previous place</p>	<p><input type="checkbox"/> One night or less</p> <p><input type="checkbox"/> Two to six nights</p> <p><input type="checkbox"/> One week or more, but less than one month</p> <p><input type="checkbox"/> One month or more, but less than 90 days</p> <p><input type="checkbox"/> 90 days or more, but less than one year</p> <p><input type="checkbox"/> One year or longer</p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p>	<p>Number of times client has been homeless (on the streets, in ES, or SH) in past three years including today</p> <p><input type="checkbox"/> 1 time</p> <p><input type="checkbox"/> 2 times</p> <p><input type="checkbox"/> 3 times</p> <p><input type="checkbox"/> Four or more times</p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p>
<p>Approximate date homelessness started</p>	<p>Month Day Year</p>	<p>Total number of months homeless on the street in the past three years</p> <p><input type="checkbox"/> 1 month (this time is the first month)</p> <p><input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6</p> <p><input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11</p> <p><input type="checkbox"/> 12 <input type="checkbox"/> More than 12 months</p> <p><input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused</p>

5. Monthly Income

Income from any source: Yes No Client doesn't know Client refused

Source of Income:	Receiving Income Source	Amount Received	Additional Household Members	Notes
Alimony or Other Spousal Support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Child Support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Earned Income (wages)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
General Assistance (GA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Pension or retirement income from another job	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Private Disability Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Retirement Income from Social Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
SSDI	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
SSI	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
TANF (including CalWORKs)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Unemployment Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	

VA Non-Service-Connected Disability Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
VA Service-Connected Disability Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
Worker's Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	

6. Non-Cash Benefits

Non-cash benefit from any source: Yes No Client doesn't know Client refused

Source of Non-cash benefit:	Receiving Benefit	Type Received	Additional Household Members	Notes
SNAP including CalFresh (Food Stamps)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Special Supplemental Nutrition Program (WIC)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
TANF Child Care Services	<input type="checkbox"/> Yes <input type="checkbox"/> No			
TANF Transportation Services	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Other Source	<input type="checkbox"/> Yes <input type="checkbox"/> No			

7. Health Insurance

Covered by Health Insurance: Yes No Client doesn't know Client refused

Health Insurance type:	Covered?	Start date	Insurance Notes
MEDICAID/MEDI-CAL	<input type="checkbox"/> Yes <input type="checkbox"/> No		
MEDICARE	<input type="checkbox"/> Yes <input type="checkbox"/> No		
State Children's Health Insurance Program	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Veteran's Administration (VA) Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Employer – Provided Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Health Insurance obtained through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No		
State Health Insurance for Adults	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Indian Health Services Program	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		

8. Disabilities

Disability Type:	Disability Determination	If Yes, Expected to be of long- continued and indefinite duration and substantially impairs ability to live independently?	Start date	Disability Notes
Alcohol Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Both Alcohol and Drug Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Chronic Health Condition	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Developmental	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Drug Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
HIV/AIDS	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Mental Health Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
Physical	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		

9. Domestic Violence Questions

Are you a Domestic Violence Victim/Survivor?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
IF YES – When did the Domestic Violence experience occur?	<input type="checkbox"/> Within past 3 months <input type="checkbox"/> 3-6 mo. Ago <input type="checkbox"/> 6-12 mo. Ago <input type="checkbox"/> More than a year ago <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
	IF YES – Are you currently fleeing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused

10. Coordinated Entry Questions

Do you have a felony conviction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Registered sex offender?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been denied housing because of criminal convictions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have any pets?	<input type="checkbox"/> Yes <input type="checkbox"/> No

11. Residential Move-In Date

If Yes, Date of Move-In	Month Day Year
--------------------------------	--

NOTES:

Appendix J: Minor Intake Form

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NorCal HMIS Minor Intake Form

Please fill out (1) form for each child

Agency Case No:		Service Point Client No:			
1. Head of Household Information					
Intake Date	Mont	ay	Year	Name of HOH:	
	SSN:			DOB:	
2. Household Relationship					
Relationship to Head of Household	<input type="checkbox"/> Brother	<input type="checkbox"/> Granddaughter	<input type="checkbox"/> Nephew	<input type="checkbox"/> Son	
	<input type="checkbox"/> Daughter	<input type="checkbox"/> Grandfather	<input type="checkbox"/> Niece	<input type="checkbox"/> Son-in-law	
	<input type="checkbox"/> Daughter-in-law	<input type="checkbox"/> Grandmother	<input type="checkbox"/> Other non-relative	<input type="checkbox"/> Step-daughter	
	<input type="checkbox"/> Father	<input type="checkbox"/> Grandson	<input type="checkbox"/> Other relative	<input type="checkbox"/> Step-son	
	<input type="checkbox"/> Father-in-law	<input type="checkbox"/> Husband	<input type="checkbox"/> Self	<input type="checkbox"/> Unknown	
	<input type="checkbox"/> Foster daughter	<input type="checkbox"/> Mother	<input type="checkbox"/> Significant other	<input type="checkbox"/> Wife	
	<input type="checkbox"/> Foster son	<input type="checkbox"/> Mother-in-law	<input type="checkbox"/> Sister		
3. Client Information					
First		Middle		Last	
Alias					
SSN	- -		Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender). <input type="checkbox"/> Transgender <input type="checkbox"/> Questioning	
SSN Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused			Ethnicity	<input type="checkbox"/> Non-Hispanic/Non-Latin (a) (o) (x) <input type="checkbox"/> Hispanic/Latin (a) (o) (x) <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Date of Birth	Month	Day	Year		Disabling Condition?
DOB Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused				
Primary Race & Secondary Race	Pri Sec <input type="checkbox"/> <input type="checkbox"/> American Indian, Alaska Native, or Indigenous <input type="checkbox"/> <input type="checkbox"/> Asian, or Asian American <input type="checkbox"/> <input type="checkbox"/> Black, African American, or African <input type="checkbox"/> <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> <input type="checkbox"/> White <input type="checkbox"/> <input type="checkbox"/> Client doesn't know <input type="checkbox"/> <input type="checkbox"/> Client refused		Zip Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	
Zip Code of Last Permanent Address					
4. Monthly Income/Non-Cash Benefits/Health Insurance/Disabilities					
Income from any source:		<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, Please record on HoH Intake.)			
Covered by Health Insurance:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused			
Health Insurance Type:	<input type="checkbox"/> MEDICAID/MEDI-CAL	<input type="checkbox"/> MEDICARE	<input type="checkbox"/> State Children's Health Insurance Program	<input type="checkbox"/> VA Medical Services	
	<input type="checkbox"/> Employer – Provided Health Insurance	<input type="checkbox"/> Health Insurance obtained through COBRA	<input type="checkbox"/> Private Pay Health Insurance		
	<input type="checkbox"/> State Health Insurance for Adults		<input type="checkbox"/> Indian Health Services Program	<input type="checkbox"/> Other	
Disability Type:	Determination	If Yes, Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?			
Alcohol Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Both Alcohol and Drug Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Chronic Health Condition	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Developmental	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Drug Abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
HIV/AIDS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Mental Health Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Physical	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused

*Please make sure to get a RELEASE OF INFORMATION (ROI) signed for each additional adult Household member. *

Appendix K: Exit Form – all household members

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1. Exit Summary

Agency Name	Staff Name
Program Name	Staff Phone Line
Date of entry into program	Date of exit from program

2. Client Information

Client Name	Today's Date
SSN	Street Address
Date of Birth	City, State, Zip
Email	Phone

3. Reason For Leaving

<input type="checkbox"/> Completed program <input type="checkbox"/> Criminal activity/violence <input type="checkbox"/> Death <input type="checkbox"/> Disagreement with rules/persons <input type="checkbox"/> Left for housing opportunity before completing program <input type="checkbox"/> Needs could not be met	<input type="checkbox"/> Non-compliance with program <input type="checkbox"/> Non-payment of rent <input type="checkbox"/> Other <input type="checkbox"/> Reached maximum time allowed <input type="checkbox"/> Unknown/Disappeared
If other, specify:	

4. Destination

<p>HOMELESS SITUATION</p> <input type="checkbox"/> Place not meant for habitation <input type="checkbox"/> Emergency shelter, including hotel or motel paid for with emergency shelter voucher <input type="checkbox"/> Safe Haven <p>INSTITUTIONAL SITUATIONS</p> <input type="checkbox"/> Foster care home or foster care group home <input type="checkbox"/> Hospital or other residential non-psychiatric medical facility <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Long-term care facility or nursing home <input type="checkbox"/> Psychiatric hospital or other psychiatric facility <input type="checkbox"/> Substance abuse treatment facility or detox center <p>TEMPORARY AND PERMANENT HOUSING SITUATIONS</p> <input type="checkbox"/> Residential project or halfway house w/no homeless criteria <input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher <input type="checkbox"/> Transitional housing for homeless persons (including homeless youth) * <input type="checkbox"/> Host Home (non-crisis) <input type="checkbox"/> Staying or living in a friend's room, apartment or house, temporary tenure <input type="checkbox"/> Staying or living in a family member's room, apartment or house, temporary tenure <input type="checkbox"/> Staying or living in a friend's room, apartment or house, permanent tenure <input type="checkbox"/> Staying or living in a family member's room, apartment or house, permanent tenure <input type="checkbox"/> Moved from one HOPWA funded project to HOPWA PH <input type="checkbox"/> Moved from one HOPWA funded project to HOPWATH <input type="checkbox"/> Rental by client, with GPD TIP housing subsidy <input type="checkbox"/> Rental by client, with VASH housing subsidy <input type="checkbox"/> Permanent housing (other than RRH) for formerly homeless persons <input type="checkbox"/> Rental by client, with RRH or equivalent subsidy <input type="checkbox"/> Rental by client, with HCV voucher (tenant or project based) <input type="checkbox"/> Rental by client in a public housing unit <input type="checkbox"/> Rental by client, no ongoing housing subsidy <input type="checkbox"/> Rental by client, with other ongoing housing subsidy <input type="checkbox"/> Owned by client, with ongoing housing subsidy <input type="checkbox"/> Owned by client, no ongoing housing subsidy <p>OTHER</p> <input type="checkbox"/> No exit interview completed <input type="checkbox"/> Other <input type="checkbox"/> Deceased <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused <input type="checkbox"/> Data Not Collected
If other, specify:

5. Residential Move-In Date

If Yes, Date of Move-In	Month	Day	Year

6. Updates			
Monthly Income	Amount	Non-Cash Benefits	Amount
<input type="checkbox"/> NO CHANGE AT EXIT		<input type="checkbox"/> NO CHANGE AT EXIT	
<input type="checkbox"/> Alimony or Other Spousal Support	\$	<input type="checkbox"/> SNAP including CalFresh (Food Stamps)	\$
<input type="checkbox"/> Child Support	\$	<input type="checkbox"/> Special Supplemental Nutrition Program (WIC)	\$
<input type="checkbox"/> Earned Income (wages)	\$	<input type="checkbox"/> TANF Child Care Services	\$
<input type="checkbox"/> General Assistance (GA)	\$	<input type="checkbox"/> TANF Transportation Services	\$
<input type="checkbox"/> Other	\$	<input type="checkbox"/> Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)	\$
<input type="checkbox"/> Pension or retirement income from another job	\$	<input type="checkbox"/> Other Source	\$
<input type="checkbox"/> Private Disability Insurance	\$		
<input type="checkbox"/> Retirement Income from Social Security	\$		
<input type="checkbox"/> SSDI	\$		
<input type="checkbox"/> SSI	\$		
<input type="checkbox"/> TANF (including CalWORKs)	\$		
<input type="checkbox"/> Unemployment Insurance	\$		
<input type="checkbox"/> VA Non-Service-Connected Disability Pension	\$		
<input type="checkbox"/> VA Service-Connected Disability Compensation	\$		
<input type="checkbox"/> Worker's Compensation	\$		
Health Insurance:	Notes	Disabilities	Notes
<input type="checkbox"/> NO CHANGE AT EXIT		<input type="checkbox"/> NO CHANGE AT EXIT	
<input type="checkbox"/> MEDICAID/MEDI-CAL		<input type="checkbox"/> Alcohol Abuse	
<input type="checkbox"/> MEDICARE		<input type="checkbox"/> Both Alcohol and Drug Abuse	
<input type="checkbox"/> State Children's Health Insurance Program		<input type="checkbox"/> Chronic Health Condition	
<input type="checkbox"/> Veteran's Administration (VA) Medical Services		<input type="checkbox"/> Developmental	
<input type="checkbox"/> Employer – Provided Health Insurance		<input type="checkbox"/> Drug Abuse	
<input type="checkbox"/> Health Insurance obtained through COBRA		<input type="checkbox"/> HIV/AIDS	
<input type="checkbox"/> Private Pay Health Insurance		<input type="checkbox"/> Mental Health Problem	
<input type="checkbox"/> State Health Insurance for Adults		<input type="checkbox"/> Physical	
<input type="checkbox"/> Indian Health Services Program			
<input type="checkbox"/> Other			

OPTIONAL EXIT QUESTIONS	
What supportive services did the client receive while in the program?	
<input type="checkbox"/> Outreach	<input type="checkbox"/> Education
<input type="checkbox"/> Drug or Alcohol abuse services	<input type="checkbox"/> Childcare
<input type="checkbox"/> Employment assistance	<input type="checkbox"/> Domestic Violence services
<input type="checkbox"/> Legal Services	<input type="checkbox"/> Life skills (outside of case management)
<input type="checkbox"/> Credit repair	<input type="checkbox"/> Housing placement and search
<input type="checkbox"/> Medi-Cal related services	<input type="checkbox"/> Transportation
<input type="checkbox"/> Case management	<input type="checkbox"/> Financial Assistance
<input type="checkbox"/> Mental Health services	<input type="checkbox"/> Other
<input type="checkbox"/> Landlord engagement	

Appendix L – Privacy and Security Plan

DRAFT



HMIS PRIVACY & SECURITY PLAN

NorCal CA 516
Homeless Continuum of Care

2021

PRIVACY & SECURITY

Privacy refers to the protection of the client's data stored in an HMIS from open view, sharing, inappropriate use, or unauthorized disclosure. Security refers to the protection of the client's data stored in the HMIS from unauthorized access, use, disclosure, or modification.

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Introduction

The HMIS Lead Agency is responsible for overseeing HMIS privacy and security. The HMIS Lead Agency may delegate some specific duties related to maintaining HMIS privacy and security to an HMIS System Administrator. HMIS Participating Agencies are responsible for preventing degradation of the HMIS resulting from viruses, intrusion, or other factors within the agency's control and for preventing inadvertent release of confidential client- specific information through physical, electronic or visual access to End User workstations. Each Participating Agency is responsible for ensuring it meets the Privacy and Security requirements detailed in the HUD HMIS Data and Technical Standards. Participating Agencies will conduct a thorough review of internal policies and procedures regarding HMIS annually.

Privacy

Privacy Plan Overview

On July 30, 2004, the US Department of Housing and Urban Development (HUD) released the Data and Technical standards for Homeless Management Information Systems (Federal Register, Vol. 69, No.146-45888) and on December 9, 2011 HUD released [HMIS Requirements Proposed Rule \(Federal Register / Vol. 76, No. 237\)](#).

These standards outlined the responsibilities of the HMIS and for the agencies which participate in an HMIS. This section describes the Privacy Plan of the NorCal CA 516 Homeless Continuum of Care HMIS. All users, agencies and system administrators must adhere to this Privacy Plan.

We intend our Privacy Plan to support our mission of providing an effective and usable case management tool. We recognize that clients served by individual agencies are not exclusively that "agency's client" but instead are truly a client of the NorCal CA 516 Continuum of Care. Thus, we have adopted a Privacy Plan which supports an open system of client-level data sharing among agencies. The data is owned by the NorCal CA 516 CoC that is entered into the NorCal HMIS; and the clients own their own personal data.

The core tenet of our Privacy Plan is the Baseline Privacy Statement. The Baseline Privacy Statement describes how client information may be used and disclosed and how clients can get access to their information. Each agency must either adopt the Baseline Privacy Statement or develop a Privacy Statement which meets and exceeds all minimum requirements set forth in the Baseline Privacy Statement (this is described in the Participating Agency Responsibilities section of this Privacy Plan). This ensures that all agencies who participate in the HMIS are governed by the same minimum standards of client privacy protection.

Baseline Privacy Statement: This is the main document of this Privacy Plan. This document outlines the minimum standard by which an agency collects, utilizes, and discloses information.	*REQUIRED* Participating Agencies must adopt a privacy statement which meets all minimum standards and to post this Statement on your Agency's local website (if available).
Consumer Notice Posting: This posting explains the reason for asking for personal information and notifies the client of the Privacy Notice.	*REQUIRED* Agencies must adopt and utilize a Consumer Notice Posting.

<p>HMIS Client Consent Form: This form must be signed by all adult clients and unaccompanied youth. This gives the client the opportunity to refuse the sharing of their information to other agencies within the system.</p>	<p>*REQUIRED* Client Signatures are required to share with participating agencies.</p>
--	---

HMIS User Responsibilities

A client's privacy must be upheld by the users and direct service providers and can also be made public at the client's discretion. The role and responsibilities of the user cannot be over-emphasized. A user is defined as a person that has direct interaction with a client or their data. (This could potentially be any person at the agency: staff member, volunteer, contractor, etc.)

Users have the responsibility to:

- Understand their agency's Privacy Statement;
- Be able to explain their agency's Privacy Statement to clients;
- Follow their agency's Privacy Statement;
- Know where to refer the client if they cannot answer the client's questions;
- Complete **HMIS Client Consent Form** with client prior to collecting HMIS data;
- Present their agency's Privacy Statement and the HMIS Notice of Privacy Practices to the client before collecting any information; and
- Uphold the client's privacy in HMIS.

Agency Responsibilities

The 2004 HUD HMIS Data and Technical Standards emphasize that it is the Participating Agency's responsibility for upholding client privacy. All agencies must take this task seriously and take time to understand the legal, ethical and regulatory responsibilities. This Privacy Plan and the Baseline Privacy Statement provide guidance on the minimum standards by which agencies must operate if they wish to participate in the HMIS.

Meeting the minimum standards in this Privacy Plan and the Baseline Privacy Statement are required for participation in HMIS. Any Participating Agency may exceed the minimum standards described and are encouraged to do so.

Participating Agencies have the responsibility to:

- Review their program requirements to determine what industry privacy standards must be met that exceed the minimum standards outlined in this Privacy Plan and Baseline Privacy Statement (examples: Substance Abuse Providers covered by 24 CFR Part 2, HIPAA Covered Agencies, Legal Service Providers);
- Review the 2004 HMIS Data and Technical Standards (Federal Register, Vol 69, No. 146-45888);
- Ensure that all clients are aware of the adopted Privacy Plan and have access to it.
- Make reasonable accommodations for persons with disabilities, language barriers or education barriers;
- Ensure that anyone working with clients covered by the Privacy Plan can meet the User Responsibilities; and
- Designate at least one Security Officer (May be the same as the Participating Agency HMIS Lead) that has been trained to technologically uphold the agency's adopted Privacy Plan.

Each HMIS Participating Agency must use this Privacy Plan that describes how and when the Participating Agency may use and disclose clients' Protected Identifying Information (PII). PII includes name, Social Security Number (SSN), date of birth, zip code, project entry and/or exit date, and unique personal identification number (HMIS Unique Identifier).

Participating Agencies may be required to collect some PII by law, or by organizations that give the agency money to operate their projects. PII is also collected by Participating Agencies to monitor project operations, to better understand the needs of people experiencing homelessness, and to improve services for people experiencing homelessness. Participating Agencies are permitted to collect PII only with a client's written consent.

Participating Agencies may use and disclose client PII to:

- Verify eligibility for services;
- Provide clients with and/or refer clients to services that meet their needs;
- Manage and evaluate the performance of programs;
- Report about program operations and outcomes to funders and/or apply for additional funding to support agency programs;
- Collaborate with other local agencies to improve service coordination, reduce gaps in services, and develop community-wide strategic plans to address basic human needs; and
- Participate in research projects to better understand the needs of people served.

Participating Agencies may also be required to disclose PII for the following reasons:

- When the law requires it;
- When necessary to prevent or respond to a serious and imminent threat to health or safety; and
- When a judge or law enforcement orders it.

Participating Agencies are obligated to limit disclosures of PII to the minimum necessary to accomplish the purpose of the disclosure. Uses and disclosures of PII not described above may only be made with a client's written consent. Clients have the right to revoke consent at any time by submitting a request in writing.

Clients also have the right to request in writing:

- A copy of all PII collected;
- An amendment to any PII used to make decisions about the client's care and services.
- Restrictions on the type of information disclosed to outside Participating Agencies.

Participating Agencies may reserve the right to refuse a client's request for inspection or copying of PII in the following circumstances:

- Information compiled in reasonable anticipation of litigation or comparable proceedings;
- The record includes information about another individual (other than a health care or homeless provider);
- The information was obtained under a promise of confidentiality (other than a promise from a health care or homeless provider) and a disclosure would reveal the source of the information; and
- The Participating Agency believes that disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.

If a client's request is denied, the client should receive a written explanation of the reason of the denial. The client has the right to appeal the denial by following the established Participating Agency grievance procedure. Regardless of the outcome of the appeal, the client shall have the right to add to his/her program records a concise statement of disagreement. The Participating Agency shall disclose the statement of disagreement whenever it discloses the disputed PII.

All individuals with access to PII are required to complete formal training in privacy requirements at least annually.

This document should, at a minimum, reflect the baseline requirements listed in the HUD HMIS

Data and Technical Standards Final Notice, published July 2004 and revised in March 2010. The privacy policy may be amended at any time and all amendments to the privacy notice must be consistent with the requirements of the US Department of Housing and Urban Development (HUD) Data and Technical standards for Homeless Management Information Systems (July 30, 2004, Federal Register/ Vol. 69, No. 146, 45888). If there is any instance where this Privacy Statement is not consistent with the HUD Standards, the HUD Standards take precedence. Should any inconsistencies be identified, please immediately notify the NorCal CA 516 HMIS Lead Agency, using the contact information below.

All questions and requests related to this Privacy Statement should be directed to: HMIS System Administrator: email: hmis@co.shasta.ca.us

HMIS Lead Agency: System Administration Responsibilities

HMIS Lead Agency has the responsibility to:

- Adopt and uphold a Privacy Plan which meets or exceeds all minimum standards in the Baseline Privacy Statement;
- Train and monitor all users and Security Officer upholding system privacy;
- Monitor agencies to ensure adherence to the adopted Privacy Plan; and
- Provide training to agencies and users on this Privacy Plan.

System Security

Security Plan Overview

HMIS security standards are established to ensure the confidentiality, integrity and viability of all HMIS information. The security standards are designed to protect against any reasonably anticipated threats or hazards to security and must be enforced by system administrators, agency administrators as well as end users. This section is written to comply with the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice (Federal Register, Vol 69, No. 146-45888) as well as local legislation pertaining to maintaining an individual's personal information. Meeting the minimum standards in this Security Plan is required for participation in HMIS. Any agency may exceed the minimum standards described in this plan and are encouraged to do so. All Agency Administrators are responsible for understanding this policy and effectively communicating the Security Plan to individuals responsible for security at their agency.

Security Plan Applicability

The HMIS and all Participating Agencies must apply the security standards addressed in this Security Plan to all the systems where personal protected information is stored or accessed. Additionally, all security standards must be applied to all networked devices. This includes, but is not limited to, networks, desktops, laptops, mobile devices, mainframes and servers.

All agencies, including the HMIS Lead, will be monitored by the HMIS System Administrators annually to ensure compliance with the Security Plan. Participating Agencies that do not adhere to the security plan will be given a reasonable amount of time to address any concerns. Egregious violations of the security plan may result in immediate termination of an agency or user's access to the HMIS as determined by the HMIS Lead.

Security Officers

The HMIS Lead Agency and all HMIS Participating Agencies must designate a Security Officer to oversee HMIS privacy and security. This person will act as a single point-of-contact who is responsible for annually certifying that Participating Agencies adhere to the Security Plan and testing the CoC's security practices for compliance.

Lead Security Officer

- May be an HMIS System Administrator or another employee, volunteer or contractor designated by the HMIS Lead Agency who has completed HMIS Privacy and Security training and is adequately skilled to assess HMIS security compliance;
- Assesses security measures in place prior to establishing access to HMIS for a new Agency;
- Reviews and maintains file of Participating Agency annual compliance certification checklists; and
- Conducts annual security audit of all Participating Agencies.

Participating Agency Security Officer

- May be the Participating Agency HMIS Lead or another Participating Agency employee, volunteer or contractor who has completed HMIS Privacy and Security training and is adequately skilled to assess HMIS security compliance;
- Conducts a security audit for any workstation that will be used for HMIS purposes; and
 - No less than annually for all agency HMIS workstations; AND
 - Prior to issuing a User ID to a new HMIS End User; AND
 - Any time an existing user moves to a new workstation.

- Continually ensures each workstation within the Participating Agency used for HMIS data collection or entry is adequately protected by a firewall and antivirus software (per Technical Safeguards – [Workstation Security](#)).

Upon request, the HMIS Lead Agency may be available to provide Security support to Participating Agencies who do not have the staff capacity or resources to fulfill the duties assigned to the Participating Agency Security Officer.

Physical Safeguards

In order to protect client privacy, it is important that the following physical safeguards be put in place. For the purpose of this section, authorized persons will be considered only those individuals who have completed Privacy and Security training within the past 12 months.

- Computer Location – A computer used as an HMIS workstation must be in a secure location where only authorized persons have access. The workstation must not be accessible to clients, the public or other unauthorized Participating Agency staff members or volunteers. A password protected automatic screen saver will be enabled on any computer used for HMIS data entry.
- Printer location – Documents printed from HMIS must be sent to a printer in a secure location where only authorized persons have access.
- PC Access (visual) — Non-authorized persons should not be able to see an HMIS workstation screen. Monitors should be turned away from the public or other unauthorized Participating Agency staff members or volunteers and utilize visibility filters to protect client privacy.
- Mobile Device – A mobile device used to access and enter information into the HMIS must use a password or other user authentication on the lock screen to prevent an unauthorized user from accessing it and it should be set to automatically lock after a set period of device inactivity. A remote wipe and/or remote disable option should also be downloaded onto the device.

Technical Safeguards

Workstation Security

- To promote the security of HMIS and the confidentiality of the data contained therein, access to HMIS will be available only through approved workstations.
- Participating Agency Security Officer will confirm that any workstation accessing HMIS shall have antivirus software with current virus definitions (updated at minimum every 24 hours) and frequent full system scans (at minimum weekly).
- Participating Agency Security Officer will confirm that any workstation accessing HMIS has and uses a hardware or software firewall; either on the workstation itself if it accesses the internet through a modem or on the central server if the workstation(s) accesses the internet through the server.

Establishing HMIS User IDs and Access Levels

- The HMIS System Administrator, in conjunction with the Participating Agency HMIS Lead, will ensure that any prospective Participating Agency End User reads, understands and signs the HMIS End User Agreement annually. The HMIS System Administrator will maintain a file of all signed HMIS End User Agreements.
- The Participating Agency HMIS Security Officer is responsible for ensuring that all Participating Agency End Users have completed mandatory trainings, including HMIS Privacy, Security and Ethics training and Participating Agency End User Responsibilities and Workflow training, prior to being provided with a User ID to access HMIS. Participating Agency End-Users must review and sign an HMIS End User Agreement with the HMIS Administrator on an annual basis.

- All Participating Agency End Users will be issued a unique User ID and password. Sharing of User IDs and passwords by or among more than one Participating Agency End User is expressly prohibited. Each Participating Agency End User must be specifically identified as the sole holder of a User ID and password. User IDs and passwords may not be transferred from one user to another.
- The HMIS System Administrator will always attempt to assign the most restrictive access that allows a Participating Agency End User to efficiently and effectively perform his/her duties.
- The HMIS System Administrator will create the new User ID and notify the User ID owner of a temporary password.
- When the Participating Agency determines that it is necessary to change a user's access level, the HMIS System Administrator will update the user's access level as needed.

User Authentication

- User IDs are individual, and passwords are confidential. No individual should ever use or allow use of a User ID that is not assigned to that individual, and user-specified passwords should never be shared or communicated in any format.
- Temporary passwords must be changed on first use. User-specified passwords must be a minimum of 8 characters long and must contain a combination of upper case and lower-case letters, a number and a symbol.
- Participating Agency End users will be prompted by the software to change their password every 90 days.
- Participating Agency End Users must immediately notify the HMIS System Administrator if they have reason to believe that someone else has gained access to their password.
- Three consecutive unsuccessful attempts to login will disable the User ID until the password is reset. For Participating Agency End Users, passwords can be reset by the HMIS System Administrator or directly on ServicePoint's website log in page with the "forgot password" link.
- Users must log out from the HMIS application and either lock or log off their respective workstation if they leave. If the user logged into HMIS and the period of inactivity in HMIS exceeds 30 minutes, the user will be logged off the HMIS automatically.

Rescinding User Access

- The Participating Agency will notify the HMIS System Administrator as soon as possible, but not later than 3 business days if a Participating Agency End User no longer requires access to perform his or her assigned duties due to a change of job duties or termination of employment or any other valid reason.
- The HMIS System Administrator reserves the right to terminate Participating Agency End User licenses that are inactive for 90 days or more. All end users that have been deactivated for 6 months or more must attend additional training.
- In the event of suspected or demonstrated noncompliance by an Participating Agency End User with the HMIS Participating Agency End User Agreement or any other HMIS plans, forms, standards or governance documents, the Participating Agency Security Officer shall notify the HMIS System Administrator to deactivate the User ID for the Participating Agency End User in question until an internal agency investigation has been completed. The HMIS Lead Agency should be notified of any substantiated incidents that may have resulted in a breach of HMIS system security and/or client confidentiality, whether or not a breach is definitively known to have occurred.
- Any agency personnel who are found to have misappropriated client data (identity theft, releasing personal client data to any unauthorized party), shall have HMIS privileges revoked.
- The Continuum of Care is empowered to permanently revoke a Participating Agency's access to HMIS for substantiated noncompliance with the provisions of these Security Standards, the NorCal CA 516 Homeless Continuum of Care HMIS Policies and Procedures, or the HMIS

Privacy Statement that resulted in a release of PII.

Disposing Electronic, Hardcopies, Etc.

- Computer: All technology equipment (including computers, printers, copiers and fax machines) used to access HMIS and which will no longer be used to access HMIS will have their hard drives reformatted multiple times. If the device is now non-functional, it must have the hard drive sanitized by a method current to industry standards.
- Hardcopies: For paper records, shredding, burning, pulping, or pulverizing the records so that PII is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
- Mobile Devices: Use software tools that will thoroughly delete/wipe all information on the device and return it to the original factory state before discarding or reusing the device.

Other Technical Safeguards

- Unencrypted PII may not be stored or transmitted in any fashion—including sending file attachments by email or downloading reports including PII to a flash drive, to the End User's desktop or to an agency shared drive unless the reports or documents containing PII are password protected or stored on a hard drive that is password protected with an enabled password protected screen saver.

Disaster Recovery Plan

Disaster recovery for the NorCal CA 516 HMIS will be conducted by the HMIS System Administrator with support from the HMIS software vendor as needed. The HMIS System Administrator must be familiar with the disaster recovery plan set in place by the HMIS software vendor.

- WellSky Disaster Recovery Plan:
 - Contact information – email: BOW-support@wellsky.com;
 - Phone Number: 1-844-216-8780
 - It includes:
 - Nightly database backups.
 - Offsite storage of backups
 - 7 day backup history stored locally on instantly accessible RAID storage
 - 1 month backup history stored off site
 - 24 x 7 access to WellSky's emergency line to provide assistance related to "outages" or "downtime".
 - 24 hours backed up locally on instantly-accessible disk storage
 - All customer site databases are stored online, and are readily accessible for approximately 24 hours; backups are kept for approximately one (1) month. Upon recognition of a system failure, a site can be copied to a standby server, and a database can be restored, and site recreated within three (3) to four (4) hours if online backups are accessible. As a rule, a site restoration can be made within six (6) to eight (8) hours. On-site backups are made once daily and a restore of this backup may incur some data loss between when the backup was made and when the system failure occurred.
 - All internal servers are configured in hot-swappable hard drive RAID configurations. All systems are configured with hot-swappable redundant power supply units. Our Internet connectivity is comprised of a primary and secondary connection with separate internet service providers to ensure redundancy in the event of an ISP connectivity outage. The primary Core routers are configured with redundant power supplies, and are configured in tandem so that if one core router fails the secondary router will continue operation with little to no interruption in service. All servers, network devices, and related hardware are powered via APC Battery Backup units that in turn are all connected to electrical circuits that are connected to a building generator.

- All client data is backed-up online and stored on a central file server repository for 24 hours. Each night an encrypted backup is made of these client databases and secured in an offsite datacenter.
- Historical data can be restored from backups as long as the data requested is 30 days or newer. As a rule, the data can be restored to a standby server within 6-8 hours without affecting the current live site. Data can then be selectively queried and/or restored to the live site.
- For power outage, our systems are backed up via APC battery back-up units, which are also in turn connected via generator-backed up electrical circuits. For a system crash, Non-Premium Disaster Recovery Customers can expect six (6) to eight (8) hours before a system restore with potential for some small data loss (data that was entered between the last backup and when the failure occurred) if a restore is necessary. If the failure is not hard drive related these times will possibly be much less since the drives themselves can be repopulated into a standby server.
- All major outages are immediately brought to the attention of executive management. WellSky support staff helps manage communication or messaging to customers as progress is made to address the service outage. WellSky takes major outages seriously, understands, and appreciates that the customer becomes a tool and utility for daily activity and client service workflow.
- Shasta County Disaster Recovery Plan:
 - Shasta County Information Technology would take the lead on computer, network or Internet connectivity issues on the County computers or network. The Information Technology Department (IT) of the County of Shasta only supports County computers, network and Internet connectivity for those computers for the County agencies. The Information Technology Department (IT) would first access the nature and impact of the disaster to County IT services. Departments impacted would be contacted. The IT Department would also communicate when the services impacted would be restored. During business hours the IT Call Center phone number is: (530)225-5275. The after-hours IT support Answering Service is: (530) 245-2053. The answering service contacts IT staff per a list they have.
 - The County Information Technology Department would coordinate any of the following events (for example):
 - Internet Outage – troubleshoot internal equipment and contact our Internet Service Provider (ISP) – For example power could be knocked out or the fiber optic lines between us and our ISP could be taken out by accident
 - Network Equipment Failure or issue - We may have a network firewall, switch or router which fails preventing Internet access or network access
 - Network and System Configuration information is documented and maintained by County IT.
 - Another example may be an event that keeps us from entering County buildings such as the Shasta County Administration Center.
- All HMIS Participating Agency HMIS Leads should be aware of and trained to complete any tasks or procedures for which they are responsible at their agency in the event of a disaster, to include maintain a contact list with account number of the Vendor, Agencies, and their Internal IT Department.

Workforce Security

Reporting Security Incidents

These Security Standards and the associated HMIS Policies and Procedures are intended to prevent, to the greatest degree possible, any security incidents. However, should a security incident occur, the following procedures should be followed in reporting:

- Any HMIS Participating Agency End User who becomes aware of or suspects that HMIS system security and/or client privacy has been compromised must immediately report the concern to the Participating Agency HMIS Lead or the HMIS Administrator.
- In the event of a suspected security or privacy concern the Participating Agency HMIS Lead should complete an internal investigation. If the suspected security or privacy concern resulted from a Participating Agency End User's suspected or demonstrated noncompliance with the HMIS End User Agreement, the Participating Agency HMIS Lead should have the HMIS System Administrator deactivate the Participating Agency End User's User ID until the internal investigation has been completed.
- Following the internal investigation, the Participating Agency HMIS Lead shall notify the HMIS Administrator of any substantiated incidents that may have compromised HMIS system security and/or client privacy whether or not a release of client Personally Identifiable Information (PII) is definitively known to have occurred. If the security or privacy concern resulted from demonstrated noncompliance by an End User with the HMIS End User Agreement, the HMIS Administrator reserves the right to permanently deactivate the User ID for the End User in question.
- Within one business day after the HMIS Administrator receives notice of the security or privacy concern, the HMIS Administrator and Participating Agency HMIS Lead will jointly establish an action plan to analyze the source of the security or privacy concern and actively prevent such future concerns. The action plan shall be implemented as soon as possible, and to not exceed implementation by thirty (30) days.
- If the Participating Agency is not able to meet the terms of the action plan within the time allotted, the HMIS System Administrator, in consultation with the NorCal Continuum of Care Advisory Board, may elect to terminate the Participating Agency's access to HMIS. The Participating Agency may appeal to the CoC Advisory Board for reinstatement to HMIS following completion of the requirements of the action plan.
- In the event of a substantiated release of PII in noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures, the Participating Agency HMIS Lead will make a reasonable attempt to notify all impacted individual(s). The HMIS Administrator must approve of the method of notification and the Participating Agency HMIS Lead must provide the HMIS Administrator with evidence of the Participating Agency's notification attempt(s). If the HMIS Administrator is not satisfied with the Participating Agency's efforts to notify impacted individuals, the HMIS Administrator will attempt to notify impacted individuals at the Agency's expense.
- The HMIS Lead Agency will notify the appropriate body of the Continuum of Care of any substantiated release of PII in noncompliance with the provisions of these Security Standards, the HMIS Policies and Procedures
- The HMIS Lead Agency will maintain a record of all substantiated releases of PII in noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures for 7 years.

The Continuum of Care reserves the right to permanently revoke a Participating Agency's access to HMIS for substantiated noncompliance with the provisions of these Security Standards, or the NorCal CA 516 HMIS Policies and Procedures that resulted in a release of PII

Privacy and Security Monitoring

New HMIS Participating Agency Site Security Assessment

- Prior to establishing access to HMIS for a new Participating Agency, the HMIS Administrator or designee of the HMIS/CEP Committee will review the requirements in the HMIS Policies and Procedures pertaining to the Participating Agency's responsibility for information security, which is the full and complete responsibility of the Participating Agency and its Executive Director.

Annual Security Audits

- The HMIS System Administrator or a designee will notify the Participating Agency's Executive Director and/or Participating Agency HMIS Lead of an upcoming review.
- The security review may be carried out by 3 different methods: (1) A Peer Review i.e. one agency reviewing another agency; (2) A Committee Member from another participating agency; or (3) HMIS/CEP Committee designee.
- The HMIS Administrator or a designee will use the Compliance Certification Checklist to conduct security audits.
- A random audit of the workstations used for HMIS data entry for each HMIS Participating Agency must be conducted. In the event that an agency has more than 1 project site, each project site must be audited.
- The areas of noncompliance to the NorCal CA 516 HMIS Policies and Procedures will be identified on the Security Checklist. The Participating Agency and HMIS System Administrator will work to resolve the action item(s) within 15 days.
- Any Security Checklist that includes 1 or more findings of noncompliance and/or action items will not be considered complete until all action items have been resolved and the findings, action items, and resolution summary has been reviewed and signed by the Participating Agency's Executive Director or other empowered officer and forwarded to the HMIS System Administrator.

DRAFT

Annual Security Checklist Workstation Security Standards

HMIS Participating Agency	Inspection Officer:
	Date:

This Compliance Certification Checklist is to be completed annually by peer review or by a committee member from another participating agency or by HMIS/CEP Committee designee. Every agency workstation used for HMIS data collection, data entry or reporting must be evaluated. Attach additional copies of any page of this checklist as needed. Any compliance issues identified must be resolved within 30-days. Upon completion, a copy of this checklist shall be forwarded to the HMIS Lead Agency. This original checklist should be readily available on file at the HMIS Participating Agency for 7 years.

For the purpose of this section, authorized persons will be considered only those individuals who have a current HMIS license.

1. The Mandatory Collection Notice is posted in an area where HMIS intake is completed and The Notice of Privacy Practices is available at the HMIS workstation.
2. HMIS workstation computer is in a secure location where only authorized persons have access.
3. HMIS workstation computer is password protected and locked when not in use.
4. Documents printed from HMIS are sent to a print in secure location where only authorized persons have access.
5. Non-authorized persons are unable to see the HMIS workstation computer monitor.
6. HMIS workstation computer has current antivirus software and firewall security.
7. Hard copies of PII (Client files, intake forms, printed reports, etc.) are stored in a secure location.
8. Password is kept physically secure.
9. Random audit of at least 2 HMIS Client files.

#	Participating Agency End User	1	2	3	4	5	6	7	8	9	Notes/Comments
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

#	Workstation Security Compliance Issues Identified	Steps taken to resolve workstation security compliance issue

Security Officer Certifications:

Please initial each line below next to each statement.

Initials _____ I have verified that:
 _____ All Participating Agency End Users are using the most current version of the HMIS Client Consent Form (ROI), the HMIS Intake Form and the Notice of Privacy Practices.

 Participating Agency Security Officer Signature Date _____ Executive Director (or his/her designee) Signature Date _____

NorCal HMIS Minor Intake Form
Please fill out (1) form for each child

Agency Case No:		Service Point Client No:			
1. Head of Household Information					
Intake Date	Mont	ay	Year	Name of HOH:	
	SSN:			DOB:	
2. Household Relationship					
Relationship to Head of Household	<input type="checkbox"/> Brother	<input type="checkbox"/> Granddaughter	<input type="checkbox"/> Nephew	<input type="checkbox"/> Son	
	<input type="checkbox"/> Daughter	<input type="checkbox"/> Grandfather	<input type="checkbox"/> Niece	<input type="checkbox"/> Son-in-law	
	<input type="checkbox"/> Daughter-in-law	<input type="checkbox"/> Grandmother	<input type="checkbox"/> Other non-relative	<input type="checkbox"/> Step-daughter	
	<input type="checkbox"/> Father	<input type="checkbox"/> Grandson	<input type="checkbox"/> Other relative	<input type="checkbox"/> Step-son	
	<input type="checkbox"/> Father-in-law	<input type="checkbox"/> Husband	<input type="checkbox"/> Self	<input type="checkbox"/> Unknown	
	<input type="checkbox"/> Foster daughter	<input type="checkbox"/> Mother	<input type="checkbox"/> Significant other	<input type="checkbox"/> Wife	
	<input type="checkbox"/> Foster son	<input type="checkbox"/> Mother-in-law	<input type="checkbox"/> Sister		
	3. Client Information				
First	Middle		Last		Suffix
Alias					
SSN	-		Gender		<input type="checkbox"/> Male <input type="checkbox"/> Female
SSN Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused				<input type="checkbox"/> A gender other than singularly female or male (e.g., non-binary, genderfluid, agender, culturally specific gender. <input type="checkbox"/> Transgender <input type="checkbox"/> Questioning
Date of Birth	Month	Day	Year	Ethnicity	
DOB Data Quality	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused				
Primary Race & Secondary Race	<u>Pri</u> <u>Sec</u> <input type="checkbox"/> <input type="checkbox"/> American Indian, Alaska Native, or Indigenous <input type="checkbox"/> <input type="checkbox"/> Asian, or Asian American <input type="checkbox"/> <input type="checkbox"/> Black, African American, or African <input type="checkbox"/> <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> <input type="checkbox"/> White <input type="checkbox"/> <input type="checkbox"/> Client doesn't know <input type="checkbox"/> <input type="checkbox"/> Client refused			Disabling Condition?	
Zip Code of Last Permanent Address					
4. Monthly Income/Non-Cash Benefits/Health Insurance/Disabilities					
Income from any source:		<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, Please record on HoH Intake.)			
Covered by Health Insurance:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused			
Health Insurance Type:	<input type="checkbox"/> MEDICAID/MEDI-CAL	<input type="checkbox"/> MEDICARE	<input type="checkbox"/> State Children's Health Insurance Program	<input type="checkbox"/> VA Medical Services	
	<input type="checkbox"/> Employer – Provided Health Insurance		<input type="checkbox"/> Health Insurance obtained through COBRA	<input type="checkbox"/> Private Pay Health Insurance	
	<input type="checkbox"/> State Health Insurance for Adults		<input type="checkbox"/> Indian Health Services Program	<input type="checkbox"/> Other	
Disability Type:	Determination	If Yes, Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?			
Alcohol Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Both Alcohol and Drug Use Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Chronic Health Condition	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Developmental	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Drug Abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
HIV/AIDS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Mental Health Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused
Physical	<input type="checkbox"/> Yes <input type="checkbox"/> No	Start Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused

*Please make sure to get a RELEASE OF INFORMATION (ROI) signed for each additional adult Household member. *

Shasta County
Emergency Solutions Grant
Operations Manual

June 2018

1450 Court Street, Suite 108. Redding, CA 96001
(530) 225-5160 FAX (530) 225-5178

https://www.co.shasta.ca.us/index/housing_index.aspx

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1. PROGRAM SUMMARY

A. PURPOSE

The Emergency Solutions Grant (ESG) provides federal funds to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds are available for three program components: homelessness prevention, rapid re-housing assistance, and data collection through the Homeless Management Information System. The ESG program is authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 – 11378).

B. PROGRAM WRITTEN STANDARDS

Subgrantees are required to comply with the County's minimum standards for providing ESG assistance and when established, those standards relevant to ESG that are required by the Continuum of Care (COC). The following minimum program standards are required for delivering the ESG program as outlined in CFR 576.400 (c) (3).

EVALUATING ELIGIBILITY FOR ASSISTANCE

Subgrantees are required to participate in and comply with the NorCal Continuum of Care coordinated entry process including utilizing standard COC assessment tools and protocols. Subgrantees may choose to utilize a different intake and assessment system for victims of domestic violence and other crimes where safety is a predominant concern.

The minimum eligibility process will include an initial phone or in person screening to determine whether or not the applicant meets one of HUD's categorical definitions of homeless or at risk of homelessness. If yes, then a more comprehensive assessment will be completed in person by subgrantee staff to verify applicants' homeless status and determine which ESG service components they qualify for and that will address their housing need. Eligibility determinations must be documented in client files and preferably through third-party documentation. Intake worker observation or participant self-certification can be used when due diligence by staff and client is documented in the file indicating third-party verification is unavailable.

Re-evaluations of eligibility for continued receipt of homelessness prevention and rapid re-housing assistance are required—every three (3) months for prevention and annually for rapid re-housing. Minimally, each re-evaluation of eligibility must verify that the client household does not have an annual income that exceeds thirty (30) percent of HUD determined median family income for the service area **and** the household continues to lack sufficient resources and support networks needed to retain housing without ESG assistance. If a client household informs but is not required to notify the subgrantee of a change in income or other circumstances that may affect eligibility, there is no immediate effect on the program participant's eligibility and assistance can continue at the discretion of the subgrantee until the next required re-evaluation. There is no HUD or County requirement that the client notify the subgrantee of changes to income prior to the required re-evaluations as specified above.

TARGETING AND PROVIDING ESSENTIAL SERVICES RELATED TO STREET OUTREACH

Subgrantees are required to target unsheltered homeless individuals and/or families whose primary nighttime residence is a public or private place not meant for human habitation. It is recommended that preference be given to those special populations who are most vulnerable to being harmed by living in unsafe and unprotected places, i.e. victims of domestic and other forms of violence, youth, families with children, disabled, elderly, etc.

Engagement activities must include an initial assessment of needs and eligibility in order to prioritize the type and source of assistance required with safety and urgent health needs being the highest priority. Based on need and assessment, qualifying individuals and/or families will be offered essential services beyond emergency health and other crisis intervention assistance that include case management, transportation, and housing stabilization. Whenever feasible, rapid re-housing will be a priority over the provision or referral to emergency shelter or transitional housing.

EMERGENCY SHELTER OPERATIONS

Admission

Subgrantees are required to have standardized screening and intake criteria in writing for determining eligibility for admission to emergency shelter. The criteria must be in compliance with Fair Housing Law and cannot force involuntary family separation by denying family admission based on the age of a child less than 18 years. The admission process requires an initial assessment to determine the homeless status of the applicant based on HUD's four categorical definitions of homeless (24 CFR 576.2) and meeting other subgrantee determined eligibility criteria. The assessment process and tools must meet the service area's Continuum of Care coordinated entry requirements (24 CFR 576.400(d) once developed.

Diversion from Shelter

Based on screening results, individuals and families should be diverted when appropriate to the most stable housing available including supportive or subsidized permanent housing using the Housing First or Rapid Re-housing service models.

Essential Services and Referral

Emergency shelter participants must have access to essential services either through direct service delivery by the subgrantee and/or provision of information and referral to other service providers. Essential services include: case management; child care; education services, employment assistance and job training; outpatient health services; legal services; life skills training; mental health services; substance abuse treatment services; transportation; services for special populations and mainstream income and health benefits where appropriate.

COORDINATION AMONG HOMELESS ASSISTANCE PROVIDERS, MAINSTREAM SERVICE PROVIDERS AND HOUSING PROVIDERS

The Continuum of Care is a consortium of individuals and organizations with the common purpose of planning a housing and services system for persons who are homeless. Subgrantees are required to be active members of the

NorCal COC and contribute to the identification, development and coordination of resources that will promote and increase the efficiency and effectiveness of the community's homeless system. Subgrantees must coordinate and integrate, to the extent possible, their ESG-funded assistance with other programs serving homeless and at-risk of homelessness people within their service area.

DETERMINING AND PRIORITIZING ELIGIBILITY FOR HOMELESS PREVENTION AND RAPID RE-HOUSING ASSISTANCE

Determination of eligibility for homeless prevention requires an in-person assessment (in compliance with COC coordinated entry process when established) to verify that applicants meet HUD's categorical definition for imminent risk of homelessness, homeless under other federal statutes, fleeing/attempting to flee domestic violence, or at-risk of homelessness and have an annual income at 30% or below of area median income. Homeless status and income eligibility must be documented in client files through third-party verification unless written justification is provided showing that due diligence was conducted substantiating that third-party was not available/accessibile. Additionally, the assessment must indicate that prevention assistance would likely allow the applicant to regain stability in their current permanent housing or access other permanent housing and achieve stability.

Prioritization for homeless prevention assistance must comply with Continuum of Care standards once developed. Minimally, prioritization should align with vulnerable homeless and at-risk of homelessness populations identified in subgrantee's service area homeless plan(s) and/or community assessment(s).

Determination of eligibility for rapid re-housing requires an initial assessment to verify that clients meet HUD's categorical definition for literally homeless or fleeing/attempting to flee domestic violence and are literally homeless. Homeless status must be documented in client files in accordance with HUD documentation standards with preference given to third-party verification where available.

Prioritization for rapid re-housing must comply with Continuum of Care standards once developed and be supported by subgrantee service area homeless plans and/or community assessment data. When appropriate, local prioritization should also align with HUD's homeless strategic plan goals for ending chronic homelessness, homelessness among Veterans, and families with children and youth homelessness.

DETERMINING CLIENT'S SHARE OF RENT AND UTILITY COSTS

Subgrantees must comply with existing Continuum of Care standards once developed for determining client's required share of rent and utility costs. State minimum standards require that whatever rent assistance model is chosen must be consistently implemented for all households within each ESG funded program. Acceptable models include a client flat rate (specific dollar amount) contribution, percent of gross household income (typically not to exceed 30%) or a graduated client share over a fixed time at intervals predetermined by the subgrantee and communicated in advance to the client. Subgrantees can choose to not require any client contribution toward rent or utility costs unless their Continuum of Care standards require such contribution.

Utility assistance is limited to 24 months within a 3-year period and can be used to pay the cost of utility deposits, utility arrears, and gas, electric, water and sewage services. Assistance can only be provided if the utility account is in the name of a member of the client household or there is documented proof of household responsibility for utility payments. Utility arrears assistance for homeless prevention requires a shut off notice and for rapid re-housing must

result in utilities being turned on at the new permanent housing location. The client's share of the utility costs, in the absence of COC standards, is at the discretion of the subgrantee who is encouraged to assist clients in accessing energy assistance programs for which they are eligible as a first option in providing utility assistance. It is recommended that utility deposits be returned to households when feasible.

DETERMINING DURATION AND AMOUNT OF RENTAL ASSISTANCE PROVIDED TO CLIENT

The duration of rental assistance is limited to twenty-four months within a 3-year time period. Short-term assistance can be provided up to three (3) months and medium-term assistance is limited to twenty-four (24) months. The amount of rent assistance provided must be the least amount needed to stabilize clients in their permanent housing. Subgrantees have the discretion to further set a maximum number of months that a client may receive rental assistance and the maximum dollar amount of assistance. The process for determining such conditions must be applied consistently for all households within each ESG funded program, incorporated into the subgrantee's ESG policies and procedures and communicated in advance to eligible clients.

Rent arrearage assistance is defined as: past due rent owed to a current or previous landlord. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing. Payment of arrears is restricted to a one-time payment for up to 6 months

DETERMINING TYPE, AMOUNT, AND DURATION OF HOUSING STABILIZATION AND/OR RELOCATION SERVICES PROVIDED TO CLIENT

Type of Housing Stabilization and/or Relocation Services is limited to financial assistance costs and service costs, subject to the general conditions and restrictions identified under 24 CFR 576.103 and 576.104. Security deposits are limited to no more than 2 month's rent. A last month's rent must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period. Utility payments are limited to up to 24 months per client, per service, including up to 6 months of arrears, per service. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period. Temporary storage fees associated with moving costs are limited to up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance.

ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing.

Mediation services are allowable, provided that the mediation is necessary to prevent the program participant from losing the permanent housing in which the client currently resides. Legal services must be necessary to resolve a legal problem that prohibits the client from obtaining permanent housing or will like result in the client losing the permanent housing in which they currently reside. Credit repair does not include the payment or modification of a debt.

Financial assistance cannot be provided to a client who is receiving the same type of assistance through other public sources or to a client who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

The subgrantee may set a maximum dollar amount that a client may receive for each type of financial assistance and may set a maximum period for which a client may receive any of the types of assistance or service. However, except for housing stability case management, the total period for which any client may receive assistance must not exceed 24 months during any 3-year period. The limits on the assistance apply to the total assistance an individual receives, either as an individual or as part of a family.

C. HMIS DATA COLLECTION

All data on persons served and all activities funded with ESG must be entered into the NorCal CoC Housing Management Information System or a comparable database. The purpose of the HMIS is to record and store client-level information about the numbers, characteristics, and needs of homeless and at risk homelessness persons who receive program assistance. Additional information about the HMIS requirements is provided in this manual.

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements. Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

D. CONTINUUM OF CARE COORDINATION

HUD requires collaboration between ESG recipients/subgrantees and Continuums of Care in planning, funding, implementing and evaluating homeless assistance and homelessness prevention programs locally. Subgrantees are required to be active participants in their respective Continuum of Care and comply with Program Standard #5—Coordination Among Homeless Assistance Providers, Mainstream Service Providers and Housing Providers.

Subgrantees are expected to coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by their Continuum of Care and/or service area. These programs include (24 CFR 576.400 and 24 CFR 91.100(d) (e)) but are not exclusive to:

- Shelter Plus Care Program
- Supportive Housing Program
- Section 8 Moderate Rehabilitation Program for SRO Program for Homeless Individuals
- Veterans Affairs Supportive Housing
- Education for Homeless Children and Youth Grants for State and Local Activities
- Grants for the Benefit of Homeless Individuals
- Healthcare for the Homeless
- Programs for Runaway and Homeless Youth
- Projects for Assistance in Transition from Homelessness
- Services in Supportive Housing Grants
- Emergency Food and Shelter Program

- Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program
- Homeless Veterans Reintegration Program
- Domiciliary Care for Homeless Veterans Program
- VA Homeless Providers Grant and Per Diem Program
- Health Care for Homeless Veterans Program
- Homeless Veterans Dental Program
- Supportive Services for Veteran Families Program
- Veteran Justice Outreach initiative
- As well as mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible, such as:
 - Public housing programs
 - Housing programs receiving tenant-based or project-based assistance
 - Supportive Housing for Persons with Disabilities
 - HOME Investment Partnerships Program
 - Temporary Assistance for Needy Families
 - Health Center program
 - State Children’s Health Insurance Program
 - Head Start
 - Mental Health and Substance Abuse Block Grants
 - Services funded under the Workforce Investment Act.

II. CLIENT ELIGIBILITY

A. ASSESSMENT

All applicants must be assessed to determine eligibility for receipt of ESG funded services and assistance in accordance with Program Standard #1—Evaluating Eligibility for Assistance. Client assessment and determination of ESG eligibility includes the cost of staff time to complete an intake and/or assessment, either as a sole provider or through a coordinated entry process even if it’s determined from the evaluation the applicant is not eligible for ESG program assistance. When ESG funds are used to provide coordinated entry, a subgrantee is encouraged to utilize ESG funding with non-ESG funding in proportionate to the percentage of clients who are determined ESG eligible versus those referred to other programs. Other service costs associated with applicants determined to be ineligible for ESG assistance are not allowable including follow-up and case management.

B. HOUSEHOLD COMPOSITION

Homeless or at-risk of homelessness households who meet one or more of HUD determined categorical homeless definitions or criteria are eligible to receive program assistance. Household composition includes an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit. In all cases a household must lack sufficient resources and support networks necessary to obtain or retain housing without the provision of ESG assistance in order to be program eligible.

The type of ESG assistance for which an eligible household qualifies is determined by the stability of their current housing or their homeless status.

C. CATEGORICAL HOMELESS DEFINITIONS AND CRITERIA

Eligible applicants for program services must meet one of the following categorical definitions of homeless or criteria for being at-risk of homelessness:

Category 1: Literally homeless--a household that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for or ordinarily used for as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground); **or**
- Living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); **or**
- Exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering the institution.

Category 2: Imminent risk of homelessness--a household that will imminently lose their primary nighttime residence, provided that:

- The residence will be lost within 14 days of the date of application for homeless assistance; **and**
- No subsequent residence has been identified; **and**
- The household lacks the resources or support networks needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes-- Unaccompanied youth under 25 years of age, or family who do not otherwise qualify as literally homeless or imminent risk of homelessness, but who:

- Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); **and**
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; **and**
- Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; **and**
- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

Category 4: Fleeing, or attempting to flee, domestic violence-- a household who:

- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; **and**
- Has no other residence; **and**
- Lacks the resources or support networks to obtain other permanent housing.

D. CRITERIA FOR AT RISK OF HOMELESSNESS QUALIFICATION

Applicants for program services for at-risk individuals or households must meet the following definition of At Risk of Homelessness:

- Have an annual income at or below 30% of median household income for the area; **and**
- Do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; **and** meet one of the following conditions:
- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance; **or**
- Is living in the home of another because of economic hardship; **or**
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; **or**
- Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; **or**
- Lives in an SRO or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than one and a half persons per room; **or**
- Is exiting a publicly funded institution or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution).

A youth who does not qualify as homeless under the above eligibility criteria, is eligible if they:

- Qualify as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A))m section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); **or**
- Qualify as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

E. CRITERIA FOR CHRONICALLY HOMELESS QUALIFICATION

Chronically homeless means:

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; **or**

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Evidence of chronically homeless individuals must be kept in the program participant file in order to demonstrate that an individual or family met the definition of “chronically homeless” at the point of entry into a program.

F. INCOME DETERMINATION AND REQUIREMENTS

Income Eligibility

Homeless prevention assistance requires applicants to be at or below 30% AMI at time of intake.

Rapid re-housing does not have income eligibility requirements at the time of intake; however, to qualify for continuation of rapid re-housing assistance, an applicant must have an annual income at or below 30% AMI at the time of re-evaluation.

There are no other initial income eligibility requirements to receive program services.

Calculating Gross Annual Income

Annual Income is the gross amount of income anticipated to be received by a household during the coming year based on the household’s circumstances at the time of program intake and assessment. Annual Income determination is consistent with the Housing Choice Voucher definition of annual Income found at 24 CFR 5.609.

When determining the annual income of a household to establish eligibility for ESG assistance, subgrantee must count the income of all adults in the household, including nonrelated individuals, within the limitations imposed by 24 CFR 5.609. Not everyone living in the unit is considered a member of the household for the purposes of determining a household's income. Excluded persons include: foster children, foster adults, live-in aides, children of live-in aides and an unborn child. A child subject to a shared-custody agreement should be counted as a household member if the child resides with the household at least 50 percent of the time.

Income generated by an asset, such as the interest on a savings or checking account is considered household income even if the household elects not to receive it. For example, though an applicant may elect to reinvest the interest or dividends from an asset, the interest or dividends are still counted as income anticipated to be received during the coming 12 months. Asset income is discussed in 24 CFR 5.609. Income producing assets include: bank accounts; life insurance policies; lump sum additions (legal settlement, refund, etc.); personal property held as investments; retirement/pension funds; trusts; assets disposed of for less than fair market value; and stocks, bonds or mutual funds.

G. ELIGIBILITY DOCUMENTATION AND RECORDKEEPING

Subgrantees must establish written intake procedures that include requirement of written documentation verifying eligibility for program services in accordance with the following preferred order of documentation:

Third-party Verification—source documents provided by an outside source. Third party documentation is the preferable form of verification and includes but is not exclusive to written statement or document from employer, landlord, public benefit worker, or agency service provider. Written verification sent directly to program staff or via the applicant is preferred.

Intake/Case Manager Worker Observation—documented by ESG staff. Staff documentation may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the program intake worker/case manager. Use of oral statements is allowable when third-party documentation is not available.

Participant Self-certification—applicant signed document certifying eligibility. Self-certification requires a written and signed document by the individual or head of household seeking assistance attesting to the eligibility facts for which they are certifying. A third party may be designated by a participant to sign documents on their behalf when they are unable to do so. If needed, subgrantee must provide access to language interpretation services and assistive devices necessary for participants to understand the documents they are certifying.

Self-certification documentation is only used when documented staff efforts verify that third-party or worker observation documentation is not available. However, lack of third-party documentation must not prevent an individual or household from being immediately admitted to emergency shelter, receiving street outreach services or immediately accessing domestic violence/victim service shelter and assistance.

Documentation verifying eligibility must be available in client files or if kept electronically, available upon request. See the appendices in this manual for examples of appropriate documentation of applicant eligibility.

III. ALLOWABLE PROGRAM SERVICE COMPONENTS AND ACTIVITIES

A. SERVICE COMPONENTS AND HOMELESS ELIGIBILITY

ESG funds can pay for three program service components: Homelessness Prevention; Rapid Re-housing; and Homeless Management Information System (HMIS). The following chart shows which service components are available for homeless and/or at-risk households.

Component	Serving	
	Those who are Homeless	Those who are At-Risk of Homelessness
1) Homelessness Prevention	.	X
2) Rapid Re-housing	X	.
Collecting Data		
3) Homeless Management Information System (HMIS)	X	X

B. HOMELESSNESS PREVENTION AND RAPID RE-HOUSING

Homelessness Prevention Services are intended to prevent persons who are housed from becoming homeless by helping them regain stability in their current housing or other permanent housing. Eligible participants must be at imminent risk of homelessness, homeless under other federal statutes, fleeing/attempting to flee domestic violence or meet the criteria for being at-risk of homelessness and have annual incomes at or below 30% of area median income. Rapid re-housing services are intended to help eligible participants who are literally homeless, including fleeing/attempting to flee domestic violence, to transition from the streets or shelter as quickly as possible into permanent housing and achieve housing stability. Eligible participants for either service component must lack the resources or support networks to help them retain or obtain other appropriate, stable housing. Eligibility determination and prioritization must comply with Program Standard #6—Determining and Prioritizing Eligibility for Homelessness Prevention and Rapid Re-housing Assistance.

Eligible activities for both service components include housing relocation and stabilization services and short- and medium-term rental assistance. These activities must comply with Program Standard #7—Determining Client’s Share of Rent and Utility Costs and Program Standard #8—Determining Duration and Amount of Rental Assistance Provided to Client.

If a client was first assisted under homelessness prevention and then became homeless, Subgrantee must exit the client from the homelessness prevention component and enter the individual or household into the rapid re-Housing component.

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING COMPARISON

The chart below shows the differences between Homelessness Prevention and Rapid Re-Housing service components.

	Homelessness Prevention	Rapid Re-Housing
Eligible Participants	<p>Category 2 – Imminent Risk Category 3 – Other Federal Statutes</p> <p>Category 4 – Fleeing/Attempting to Flee Domestic Violence and has no other residence OR</p> <p>At-Risk of Homelessness</p>	<p>Category 1 – Literally Homeless OR</p> <p>Category 4 – Fleeing/Attempting to Flee Domestic Violence and has no other residence.</p>
Purpose	<ul style="list-style-type: none"> To <u>prevent</u> persons who are housed from becoming homeless To help such persons <u>regain stability</u> in their current housing or other permanent housing 	<ul style="list-style-type: none"> To help homeless persons living on the streets or in an emergency shelter <u>transition</u> as quickly as possible into permanent housing, and then To help such persons <u>achieve stability</u> in that housing
Reassessment	<ul style="list-style-type: none"> Every 3 months Must have income <u>at or below</u> 30% AMI, AND Lack resources and support network 	<ul style="list-style-type: none"> Every 12 months Must have income <u>at or below</u> 30% AMI, AND Lack resources and support network
Eligible Activities	Housing Relocation and Stabilization Services and Financial Assistance	Housing Relocation and Stabilization Services and Financial Assistance
	Short- and Medium-Term Rental Assistance	Short- and Medium-Term Rental Assistance

HOUSING RELOCATION AND STABILIZATION FINANCIAL ASSISTANCE

ESG funds may be used to pay landlords, utility companies and other third parties for the following housing related costs:

- **Rental application fee** charged by the landlord to all applicants;
- **Security deposit**, equal to or not more than 2 month’s rent;
- **Last month’s rent**, paid to landlord at the time security deposit and first month’s rent are paid. The amount must not exceed one month’s rent and is included in participant’s total rental assistance amount;

- **Moving costs**, including truck rental, hiring a moving company, and temporary storage fees. Storage fees may be up to 3 month's rent, providing costs are not incurred until after program participation begins and before move-in. Moving costs may not include arrearage temporary storage fees;
- **Standard utility deposit** (gas, electric, water, sewer) required by the utility company for all customers;
- **Standard utility payments** (gas, electric, water, sewer) up to 24 months during any 3-year period, including up to 6 months of arrearages per service. Utility account must be in the name of a member of the client household or there is other verification of the household's responsibility for the utilities.
- **Payment of utility arrearages** for a previous address require that the utility account be in the name of a member of the client household or other verification of the household's responsibility for payment. Payment cannot exceed \$1,500 and must have verification in the client's file from the utility company confirming that, once payment is received, the utility company will provide utilities to the client. Staff are encouraged to assist clients in negotiating a payment plan or payment forgiveness for any amount exceeding the \$1500. Payment of utility arrearages for Homelessness Prevention participants requires a current shut off notice.

Subgrantee may develop a written policy regarding to whom the landlord and utility companies will refund security and utility deposit payments. Any policy must be applied consistently for all program participants. Any deposit funds returned to subgrantee is program income and must be documented as match.

Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments. Financial assistance refers to: rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs.

HOUSING RELOCATION AND STABILIZATION SERVICES

ESG funds may be used to provide the following services:

- **Housing search and placement** including assessment of client housing barriers, needs, and preferences; housing search and landlord recruitment, assistance with rental applications and agreements, ensuring housing compliance with habitability and other housing related requirements;
- **Housing Stability Case Management** including client eligibility and service needs assessment, development of individualized housing and service plans, conducting required re-evaluations and follow-up, and coordinating access to other federal, state and local benefits;
- **Mediation** services to prevent the tenant from losing their housing including mediation between tenant and landlord, household members, neighbors or others impacting the tenant's housing stability;
- **Legal Services** pertaining to certain legal matters as identified in 24 CFR 576.102(a)(1)(vi) that are necessary to resolve in order for program participant to obtain or maintain stable housing; and
- **Credit Repair** including credit counseling, household budgeting, money management, obtaining credit reports and resolving credit related barriers to housing stability.

SHORT- AND MEDIUM-TERM RENTAL ASSISTANCE

A participant can be provided up to 24 months of rental assistance during any 3-year period. Rental assistance may include payment of rent arrearages for tenant or project based housing. Duration of rental assistance must minimally comply with program standards including:

- **Short-Term Assistance** is for up to 3 months' rent;
- **Medium-Term Assistance** is more than 3 months, no more than 24 months; and
- **Payment of Arrearages** must be a one-time payment of up to 6 months' rent, including late fees. If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing.

Subgrantee must comply with department minimum standards and Continuum of Care standards once developed regarding rental assistance. Subgrantee may establish their own written requirements beyond these standards upon review and approval by Shasta County. Any subgrantee determined requirements must be applied consistently for all program participants within each ESG-funded program and be available to the public as a written policy.

Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

RENTAL AGREEMENT AND LEASE

Short- and medium-term rental assistance requires both a rental assistance agreement between the subgrantee and landlord and a lease between the program participant and landlord. Subgrantees are required to make rental assistance payments only to a landlord with whom Subgrantee has entered into a rental assistance agreement. The rental assistance agreement sets out the terms under which rental assistance will be paid. A rental assistance agreement is a separate document from the rental lease. There is no requirement that the term of the lease coincide with the term of the rental assistance agreement as long as they are both in effect during the time ESG-funded rental assistance is provided. (The exception is that no current lease is needed for payment of rent arrears.)

A rental assistance agreement must set forth the terms under which rental assistance will be provided, including the following requirements:

- The landlord shall give the agency a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant;
- Payment due date, grace period, and late payment penalty requirements will be the same as documented in the program participant's lease;
- If the subgrantee incurs late payment penalties, it is the sole responsibility of the agency to pay those penalties, using non-ESG funds;
- If the subgrantee requires the program participant to pay a portion of the monthly rental cost, the amount of rent to be paid by each party;

- The amount to be paid by the subgrantee for payment of rent arrears, number of months covered, any other terms and conditions of the payment, and certification the program participant is eligible and landlord has provided sufficient evidence of the rent arrears and that payment of such arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing.

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely to pay rent arrears. The lease must be between the landlord and program participant and signed by both parties. Where the assistance is solely for rental arrears, the rental agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks are to be provided.

Subgrantees must terminate the rental assistance agreement and provide no further rental assistance payments if: the program participant moves out of the leased housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG rental assistance.

RENT REASONABLENESS DETERMINATION

Subgrantees must determine whether the gross rent of a particular unit is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, subgrantee must consider 1) the location, quality, size, unit type, and age of the contract unit; and 2) any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease. The unit's gross rent must be comparable to the rent reasonableness rent for the unit to be considered for rental assistance.

Subgrantee must determine the review method(s) they will use to establish the rent reasonableness standards for their area (e.g.; A list of comparable rents can be compiled by using a market study of rents charged for units of different sizes or by reviewing advertisements for comparable rental units). To learn how public housing authorities establish rent reasonableness for the Housing Choice Voucher program, review Chapter 9 of the HUD Housing Choice Voucher Program Guidebook. The link to the Guidebook is in the appendices of this manual.

Comparable rents vary over time with market modifications. Rent Reasonableness standards must be reviewed periodically and adjusted to align with these rent market changes.

The Rent Reasonableness review completed for each unit must be documented in the client case file. A sample rent reasonableness form is included in the ESG forms available on the Shasta County web site.

FAIR MARKET RENT (FMR) REQUIREMENT

HUD establishes FMRs to determine rent ceilings for HUD-funded rental assistance programs. HUD publishes the FMR schedule annually for 530 metropolitan areas and 2,045 non-metropolitan county areas. The link to HUD's FMR index is included in the appendices in this manual.

Gross rent for units in which ESG provides rental assistance must be the same or less than the FMR for that location. If subgrantee's service area includes more than one county, subgrantee must use the appropriate FMR for the county in which the assisted rental unit is located. The applicable FMR data should be copied and placed in the client file to document the FMR for that participant's unit size and geographic area.

CALCULATING GROSS RENT

Whether a household is seeking to maintain its current housing or relocate to another unit to avoid homelessness, or exiting homelessness into new permanent housing, the process for determining acceptable rent amounts is the same: the gross rent (rent plus appropriate utility allowance) must 1) be no greater than the Fair Market Rent set by HUD and 2) fit within the limitations resulting from a rent reasonableness analysis. The rent for the unit being assisted with program funds cannot exceed the lesser of the FMR or the rent reasonableness standard. If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, the subgrantee is prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference.

Fair Market Rent and rent reasonableness requirements do not apply when a program participant receives only financial assistance or services. This includes rental application fees, security deposits, utility payments/deposits, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, legal services, and credit repair.

A utility allowance is a projection of the cost of utilities the client will pay monthly while renting their unit. Subgrantee must determine the amount of utility allowance to be used in the calculation of gross rent. The local public housing authority maintains a utility allowance chart which considers the number of bedrooms and types of utilities in a unit (e.g.; gas and/or electric, water, sewer, and trash). Any utilities included in the rent payment must not also be included in the utility allowance calculation. Telephone, cable or satellite television service, and internet service are not counted as utility costs.

To calculate the gross rent of a unit:

Total contract rent amount of the unit

+

Allowable* fees required for occupancy under the lease

+

Monthly utility allowance established by local public housing authority

=

Gross Rent Amount

*excludes late fees and pet fees

Example:

A case manager wants to rapidly re-house a mother and son and has identified a 2-bedroom unit at a rent of \$1,200 per month, not including utilities. The utility allowance for that size and type of unit is \$150. Therefore, the gross rent is \$1,350. A check of three similar units in the neighborhood reveals that the reasonable rent is \$1,400 for that area of the city. However, the FMR for the jurisdiction is \$1,300. This means the household cannot be assisted with ESG rental assistance in this unit because the gross rent exceeds the FMR.

Once a housing unit is determined to meet the FMR and rent reasonableness requirements, program funds may be used to pay for the actual utility costs. The utility allowance calculation is only used to determine whether the unit meets the FMR standard.

ELIGIBILITY RE-CERTIFICATION

Reassessments are required for homelessness prevention and rapid re-housing participants. Homelessness prevention reassessments are required every three months and must verify that a household continues to have an annual income at or below 30% of area median income **and** lacks the resources or support to retain or obtain appropriate permanent housing. Rapid re-housing assessments are required at least once per year to verify that a household's income is at or below 30% area median income **and** they lack the resources and support networks to retain or obtain appropriate permanent housing. If a client informs, but is not required by the subgrantee to notify staff of a change in income or other circumstances that may affect eligibility, there is no immediate effect on the client's eligibility and assistance can continue until the next required re-evaluation.

HOUSING STABILITY CASE MANAGEMENT

ESG funds may be used to pay the cost of assessing, arranging, coordinating and monitoring the delivery of individualized housing stabilization services to a program participant already in permanent housing (not to exceed 24 months) or to assist a program participant to overcome immediate barriers to obtaining housing (not to exceed 30 days). Subgrantees are encouraged to provide case management to all clients receiving homelessness prevention and rapid re-housing services. Clients receiving short- and medium-term rental assistance are required to be case-managed and have a housing stability service plan. Case management includes the following services:

- Using a coordinated entry process;
- Conducting initial evaluation, including verification and documentation of eligibility;
- Developing, securing and coordinating services;
- Obtaining federal, state, and local benefits;
- Monitoring and evaluating participant's progress in the program;
- Developing an individualized housing stability service plan; and
- Conducting re-evaluations of participant's eligibility and types and amounts of assistance needed.

C. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**REPORTING REQUIREMENTS**

ESG funded client and activity data must be entered into the HMIS (ServicePoint) or alternative database for clients who are victims of violence. Data entry and reporting expectations include:

- Timely and accurate data entry into the HMIS ;
- Acquiring and documenting informed written consent from program participants;
- Protecting program participants' confidentiality;
- Using the HMIS as a tool to analyze data to inform and improve the delivery of services.

Subgrantees are required to submit quarterly program reports by the 20th of the month following the end of each quarter. A year-end report is also required 90 ninety days after the close of the state fiscal year. At the discretion of the county, other reports may be required when deemed necessary to provide adequate program utilization and performance information.

ESG funds can be used for the following the HMIS costs:

- The costs of using the coordinated entry process, but not the costs of developing or operating the system;
- Staff costs related to the operation and usage of the HMIS;
- Computer hardware and software costs including purchase of HMIS software licenses;
- Space and equipment costs related to the HMIS; and
- Costs related to monitoring and reviewing data quality, data analysis and reporting.

HMIS Universal Data Elements that must be collected include, but are not limited to:

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

VICTIM SERVICES DATA COLLECTION

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements.

Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

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PERFORMANCE MEASURES AND FOLLOW-UP CONTACT

In alignment with the federal and state strategic plans to end homelessness, the County has established performance measures that require the collection of housing status data at the time of program exit and six months after program exit. While performance measures are in the process of being further identified and defined, subgrantees are currently required to report on two measures:

- Increased housing stability as measured by the percentage of total program participants served who reside in permanent housing at time of exit from program; and
- Increased housing stability as measured by the percentage of program participants who at program exit reside in permanent housing and maintain permanent housing for six months from time of exit.

Both measurements should be entered into the HMIS. Preliminary performance benchmarks have been set at 30% for all program participants who exit to permanent housing and 80% for those exiting to permanent housing that remain in permanent housing at six month follow-up. These outcome measurements will be in addition to reporting of required universal data elements that track client characteristic and service data.

Reporting of the two performance measures will be provided in the year-end report and is client household-based, not funding source. In other words, measurement will occur at time of client's program exit whether or not the program is exclusively ESG or partially ESG funded.

Locating and following up with clients can be challenging. Strategies that have shown the best results include the following:

- Follow-up is provided by the case manager or staff with whom the client knows and has worked with;
- Informing the client at time of intake/assessment of the need and value of follow-up and requesting their permission to contact them and/or other identified contacts after they exit the program;
- Securing multiple points of contact for the client prior to their exit such as a friend, family member, employer, landlord or someone who the client is likely to stay in touch with during the six month period; and
- Development of MOUs with other agencies such as HHS, Housing Authorities, CDCs, etc. to determine the housing status of clients.

Regardless of the method of follow-up utilized, subgrantees must obtain client permission to contact others through a signed release of information.

D. INELIGIBLE ACTIVITIES AND ASSISTANCE

Ineligible activities that cannot be funded with ESG include, but are not exclusive to:

- replacement of existing mainstream resources;
- payments made directly to program participants;
- payments on a mortgage or land contract;
- payment of rent for eligible individuals or families for the same period of time and for the same cost types being assisted through any other federal, state, or local housing subsidy program;

- payments on credit card bills or other consumer debt, including child support or garnishments;
- provision of cash assistance;
- payment of costs of discharge planning programs in mainstream institutions such as hospitals, nursing homes, jails, or prisons; and
- payment for religious activities (Note: While organizations that are religious or faith-based are eligible to receive ESG funds, religious activities must be conducted separately, in time and location, from ESG-funded activities and participation must be voluntary for program participants).

IV. HOUSING AND FACILITY STANDARDS

A. OCCUPANCY STANDARDS

Occupancy standards provide consistent criteria for determining the size of the permanent housing unit for which the household is eligible and thus, the amount of assistance to be provided.

Subgrantees shall use the occupancy guidelines set by the Housing Choice Voucher Program, 24 CFR 982 Subpart I: 982.401(d). Subgrantees must develop a written policy outlining their occupancy standards requirements and use those standards consistently.

There may be circumstances where it is not appropriate for two persons to share a bedroom. As examples, these occur when the household includes:

- A live-in care attendant who is not a member of the household; or
- Members with medical problems who need privacy or space for medical equipment.

B. HABITABILITY STANDARDS

All housing units supported with program funds must meet HUD Habitability Standards. Habitability Standards are different from the Housing Quality Standards (HQS) used for HOME and HOME TBRA programs. Because the HQS criteria are more stringent than the Habitability Standards, subgrantee could use either standard for shelter or rental assistance funded with ESG. Housing also needs to be compliant with local housing codes relating to occupancy, health, and safety standards and the program must comply with the more stringent of the two.

PERMANENT HOUSING

Minimum habitability standards for permanent housing include requirements for:

- structure and materials;
- personal space and security;
- interior air quality;
- water supply;
- sanitary facilities;
- heating and cooling operating equipment;
- natural and electrically produced light;

- area for food preparation;
- safe and sanitary project maintenance; and
- fire safety.

For households moving into a new unit, the unit must meet habitability standards before the lease is signed and the household moves in. For households already residing in a unit, the unit must meet habitability standards before financial or rental assistance can be provided.

More information about habitability requirements is included in the appendices section of this manual.

C. LEAD-BASED PAINT REQUIREMENTS

Federal lead-based paint requirements apply any time federal funds are used for housing assistance and the living space or unit was built prior to 1978. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted with ESG funding and all housing occupied by program participants.

Subgrantee must provide the lead hazard information pamphlet to any resident who will be residing in a unit built before 1978. The tenant must receive the pamphlet before moving into the unit. If subgrantee can document the tenant received the pamphlet previously, subgrantee is not required to provide it again.

For units older than 1978 which will house one or more children under the age of 6, landlord and tenant must complete a Lead-Based Paint Disclosure form. The form describes any known current or previous lead-based paint hazards, and documents tenant's receipt of records and the lead hazard information pamphlet. Additionally, a visual lead-based paint assessment must be completed by a person trained in this inspection process. The inspection may be completed in conjunction with the habitability inspection if the inspector is qualified. At Intake, it should be noted on the Application Form if there will be any child in the household younger than 6 years. This information should be provided to the habitability inspector prior to their examination of the proposed rental unit.

Essential service activities, such as, counseling, case management, street outreach, referrals to employment, etc., are exempt and excluded from the lead-based paint inspection requirements.

V. CLIENT CONFIDENTIALITY

A. GENERAL REQUIREMENTS

All information about the applicant/client is confidential. Disclose information only for the purpose of determining program eligibility, providing benefits, or investigating possible violation of federal, state and local regulation(s) associated with ESG delivery and never in a setting where members of the public can hear the conversation.

Subgrantees must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantees' officers, employees and agents must be aware of and comply with subgrantees' confidentiality policies and procedures.

B. ELECTRONIC CONFIDENTIALITY

Electronic collection of client information requires procedures for ensuring confidentiality. The following guidelines apply to the use of a computer:

- The computer terminal(s) used must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible in viewing client records.
- The computer monitor must be cleared (or a screen saver activated) immediately after accessing a client record.
- The computer terminal must be on a “locked” mode or turned off if the terminal is unattended.
- Access to the HMIS program shall be given to authorized staff persons and only in so far as access is necessary for performing the work required for the ESG program.

C. VICTIMS OF DOMESTIC VIOLENCE

Subgrantee must implement procedures to ensure confidentiality of records pertaining to any individual who is provided family violence prevention or treatment services. Victim information cannot be disclosed to any third party without consent of the victim.

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements. Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

Subgrantee must instruct all staff that the address of a domestic violence provider’s shelter location will not be made public without permission of the provider.

D. RELEASE OF INFORMATION

Client information (including identifying the person is a client) should not be released without written authorization from the client. A Release of Information form must be completed by the applicant at the time of intake.

Client refusal to provide such authorization cannot be the basis for denying program services to otherwise eligible clients.

Release forms must be time-limited and specific as to with whom and what information will be shared.

VI. TERMINATION, GRIEVANCE AND CONFLICT OF INTEREST POLICIES

A. TERMINATION OR DENIAL OF ASSISTANCE

Subgrantee must have written denial, termination, and grievance policies and procedures. The policies and procedures should be readily available to program participants either in writing or by posting them in a public place. Copies and explanation of the policies and procedures be provided directly to any client when denial, termination

or other action affects the client's ability to receive assistance. The notice must provide the specific reason(s) for the action and provide a process the applicant can follow to request a review of the decision.

If subgrantee is terminating rental assistance to the program participant, they must immediately notify the landlord of the date rental assistance for their tenant will end. Termination from assistance does not prevent subgrantee from providing further assistance, later, to the same household or individual if they are determined eligible for such assistance.

B. GRIEVANCE AND APPEALS PROCESS

Subgrantee is required to have an established process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and/or policy must be posted in an area specific by the policy and in general locations in which a client/applicant is expected to be;
- Informs the participant/applicant that they may contest any subgrantee or decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits;
- Allows any aggrieved person a minimum of thirty days within which to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs County of the request for administrative review within 10 days of receiving the request;
- Informs the applicant/participant and Shasta County in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

The county retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

C. CONFLICT OF INTEREST

ORGANIZATIONAL

The provision of any type or amount of ESG assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee or an affiliated organization. A subgrantee is prohibited from conducting a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee has ownership interest. Subgrantee would need to find another independent organization that is also an ESG grantee to do the intake assessment and ensure that all program

participants are eligible even if the subgrantee has a waiver of the conflict of interest requirements. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by HUD. If a subgrantee wishes to apply for a waiver, they should contact the Shasta County homeless program coordinator or manager for guidance in submission of a waiver request which must be approved by Shasta County who will then submit to HUD. See 24 CFR 576.404(a).

Subgrantee must keep records to show compliance with ESG program organizational conflicts-of-interest requirements.

INDIVIDUAL

For the procurement of goods and services, subgrantee must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the Conflict of Interest requirements apply include any person who is an employee, agent, consultant, officer, or elected or appointed official of the subgrantee agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one- year period following his or her tenure.

VII. FAIR HOUSING

A. AFFIRMATIVE OUTREACH

Subgrantee must communicate and make known that use of ESG funded facilities, assistance and services are available to all on a nondiscriminatory basis. Subgrantee must develop and implement affirmative outreach written procedures and communication tools and materials to inform persons without regard to race, color, ethnicity, religion, sex, age, national origin, familial status, or disability, how to obtain access to facilities and services. If it appears the procedures subgrantee intends to use to accomplish this will not reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those activities and services, subgrantee must establish additional procedures to ensure those persons are made aware of assistance opportunities. Outreach efforts must comply with Program Standard #3—Emergency Shelter Operations (Safety and Accommodations for Special Populations).

Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize housing, including shelters, and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act.

B. NONDISCRIMINATION

Subgrantee is required to comply with all state and federal statutes relating to nondiscrimination. Subgrantee may not take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent housing or provide services
- Make housing or services unavailable
- Deny a dwelling or service
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services
- Provide different housing services or facilities or different services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

C. LIMITED ENGLISH PROFICIENCY

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and sub recipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee must have an LEP policy document that describes the actions subgrantee took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Subgrantees should create a written Language Access Plan (LAP) to provide a framework to ensure all program information is available in languages other than English. Subgrantees who serve few LEP persons may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's obligation to ensure LEP persons have access to programs or activities. Links to more information about Limited English Proficiency requirements are provided in the appendices "Applicable Rules and Regulations".

VIII. RECORDKEEPING

A. CLIENT FILE DOCUMENTATION

Sufficient records must be established and maintained to enable Shasta County and HUD to determine whether ESG requirements are being met. Subgrantees must make sure any funding provided with the ESG program funds maintain appropriate and complete records.

Documentation of client eligibility and services received must be maintained in printed or electronically-saved client case files, including files for applicants found to be ineligible. File documentation will be the basis of Shasta County monitoring to ensure subgrantee is in compliance with program requirements and HUD regulations.

At the minimum, client files must contain the following, if applicable to subgrantee's service to the program participant:

- Verification of use of coordinated entry;
- Signed Release of Information;
- Intake form and assessment of household needs;

- Homeless or at risk of homelessness verification;
- Evidence applicant has no subsequent housing options and lacks sufficient resources to retain housing, but is not homeless;
- Rent Reasonableness documentation;
- Habitability Standards verification;
- Lead-based Paint visual assessment;
- Signed Lease Agreement;
- Signed Rental Assistance Agreement;
- Verification of client income and assets;
- Amount and type of essential emergency shelter services provided;
- Re-evaluations of eligibility;
- Housing Plan and housing assistance provided;
- Verification of outstanding rent arrears;
- Case notes;
- Evidence of referrals;
- Documentation of payments made on client's behalf; and
- Written notice of program termination.

B. ELECTRONIC FILES

If client file documents and signatures or policy documents are collected and maintained electronically, required documentation must be made available to Shasta County in paper form when requested.

C. RECORDS RETENTION

Subgrantees shall retain all program records pertinent to client services and expenditures paid with ESG funds in a manner consistent with the requirements of state and federal law. Program records including client files must be retained for five (5) years. Fiscal records, which include books, documents, papers, plans, and agency records that document all program expenditures, must be retained for a minimum of six (6) years, or such longer period as may be required due to any audit, controversy or litigation arising out of, or relating to, program use.

D. AVAILABLE FORMS

Program forms and reference documents are available for download from the Shasta County web site. Subgrantee may use these standard forms or acceptable equivalents when administering its ESG funded program. Any alternate form must collect all data requested on the standard form. Shasta County encourages the use of the standard forms for consistency and ease of monitoring and compliance.

IX. FINANCIAL MANAGEMENT

A. PROGRAM MATCH

Except as provided in the next paragraph, Shasta County will require subgrantee to make matching contributions in an amount that equals (100%) the amount of ESG funds allocated by Shasta County.

Subgrantees not able to provide 100% match must contact the Shasta County Community Action Program Manager to discuss receiving an exception to the requirement.

Obtain matching contributions from any source, including any Federal (non-ESG) source, as well as state, local, and private sources. Use of any Federal source must not prohibit those funds from being used as ESG match and not already be matched with ESG funds. Subgrantee must ensure the laws governing any funds used as matching contributions do not prohibit the use of those funds as match.

All sources listed as match must meet these criteria:

- The matching contribution must be made after the date that HCD and Shasta County signed the ESG Grant Agreement;
- Cash contributions must be expended within the expenditure deadline in 576.203;
- Non-cash contributions must be made within the expenditure deadline in 576.203;
- Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant;
- Contributions that have been or will be counted as satisfying a match requirement of other federal funds may not be used as match for ESG funding;
- The matching funds must be used for ESG eligible clients and activities; and
- If ESG funds are used to satisfy matching requirements of another federal program, funding from that program cannot be used to satisfy the matching requirements of ESG. Possible sources of match, other than federal, state or local grants include:
 - Cash;
 - The value or fair rental value of any donated material or building;
 - The value of any lease on a building;
 - Any salary paid to staff to carry out the program of the recipient; and
 - The value of the time and services contributed by volunteers.

Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work by subgrantee. If subgrantee does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

The value of any real property, equipment, goods or services can be used as match provided the costs would be allowable if subgrantee had purchased them. Some non-cash contributions would be considered indirect costs if purchased by subgrantee; match for these contributions may be given only if subgrantee has established a special indirect cost rate for allocating the value of those contributions to individual projects or programs.

Costs paid by program income shall count as match if the costs are eligible ESG costs that supplement subgrantee's ESG program.

Subgrantees must keep records of the source and use of contributions made to satisfy the matching requirement. Records must indicate the fiscal year grant for which each matching contribution is counted, as well as how the value of non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that subgrantee uses to support the allocation of regular personnel costs.

B. FUNDS DISBURSEMENT

REQUEST FOR FUNDING DOCUMENTATION

Subgrantee must retain supporting documentation of all costs charged to the ESG grant and be able to provide evidence that grant funds were spent on allowable costs.

BUDGET CHANGE REQUESTS

At the discretion of Shasta County, additional information or a Budget Amendment Request form may be required.

All budget amendments require Shasta County approval. Submit a Budget Amendment Request form electronically to: tcardilino@co.shasta.ca.us. At the discretion of Shasta County, additional information may be required. Budget amendments may be requested by the subgrantee and are required when there is a shift in program delivery, the actual number of households/people served greatly exceeds expectations; or if there are unexpected changes in demographics, such as a larger subpopulation than projected, is requesting and needing resources

FUNDS SPEND DOWN

Subgrantees will be expected to fully obligate or expend ESG funds from a previous funding cycle before spending funds from a current funding cycle. Shasta County will review subgrantee's ESG spending. Shasta County may deallocate a portion of subgrantee's ESG funds if subgrantee cannot ensure that funds will be spent by the end of the expenditure period.

X. MONITORING

A. PROCESS

Shasta County will monitor subgrantee's program administration once every grant cycle or sooner if circumstances dictate a more frequent review is needed. Fiscal monitoring will be conducted annually unless an earlier review is warranted. Subgrantee will be notified thirty days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. After the monitoring visit, Shasta County will provide subgrantee with a written monitoring report inclusive of any findings, concerns or comments. Subgrantee must provide timely corrective action to findings and failure to do so may result in the withholding and/or return of ESG funds to Shasta County or other possible remedies as described in the Personal Services Agreement signed by subgrantee and Shasta County.

B. RECORDS ACCESS

Subgrantees shall permit Shasta County, State of California Housing and Community Development, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of Shasta County, access to records shall include the removing of records from subgrantee’s office. Access to records is not limited to the required retention period, but last as long as the records are retained.

Subgrantee must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of ESG funds the subgrantee received during the preceding five years.

XI. ACRONYMS AND DEFINITIONS

A. ACRONYM LIST

Acronyms commonly used are:

CAA	Community Action Agency
CFR	Code of Federal Regulations
COC	Continuum of Care
ESG	Emergency Solutions Grant
FMR	Fair Market Rent
HH	Household
HMIS	Homeless Management Information System
HPRP	Homelessness Prevention and Rapid Re-Housing Program
HQS	Housing Quality Standards
HUD	United States Department of Housing and Urban Development
SRO	Single Room Occupancy
TTA/T &TA	Training and Technical Assistance
URA	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
VA	Veteran’s Administration

B. DEFINITIONS

Domestic Violence: this definition includes domestic violence, dating violence, sexual assault, stalking, attempting to cause, or intentionally, knowingly or recklessly causing or placing another in fear of imminent serious physical injury or emotional, mental or verbal abuse, and using coercive or controlling behavior. This does not include other criminal acts such as violence perpetrated by a stranger, neighbor, acquaintance or friend, unless those persons are family members, intimate partners or household members.

HMIS: means Homeless Management Information System. Shasta County uses ServicePoint as their HMIS; however, for Domestic Violence Shelters use a comparable database (see “HMIS” section of this manual).

Housing Counseling: Independent, expert advice customized to the need of the consumer to address the consumers' housing barriers and achieve their housing goals and must include the following process: intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in the regulations that govern HUD's Housing Counseling Program including but not limited to 24 CFR Part 5, 24 CFR Part 214, and HUD Handbook 7610.1REV 5. Homeownership counseling and rental counseling are types of Housing Counseling.

Recipient: the state entity receiving funds directly from HUD through an executed grant agreement for the Emergency Solutions Grant Program also referred to as Shasta County.

Shelter: "Emergency shelter," means any facility whose purpose is to provide temporary shelter for the homeless including congregate shelters, hotels/motels paid for by charitable organizations, or federal, state and/or local government programs, which do not require occupants to sign leases or occupancy agreements.

Subgrantee Agency: Qualified entities that receive funding from the Recipient (Shasta County) and provides direct client services.

Support Network: examples include family, friends and faith-based or other social networks.

Temporary Living: residing in a facility for fewer than 90 days

Unaccompanied Youth: unaccompanied youth are less than 25 years of age and homeless under other Federal statutes and:

1. (A) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
2. (B) Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
3. (C) Can be expected to continue in such status for an extended period due to special needs or barriers.

APPENDIX 1: APPLICABLE RULES AND REGULATIONS

All the following as may be amended from time to time:

1. 24 CFR 5 subpart F: [Occupancy Requirements for Section 8 Project-Based Assistance](#)
2. 24 CFR part 91: [Consolidated Submissions for Community Planning and Development Programs](#)
3. 24 CFR part 576: [Emergency Solutions Grant Program](#)
4. 24 CFR part 121: [Homeless Management Information System \(HMIS\)](#)
5. 24 CFR part 982: [Fair Market Rent and Rent Reasonableness](#)
6. HMIS Data Standards Manual: <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>
7. Lead-Based Paint: <http://www2.epa.gov/lead> and 24 CFR part 35
8. Lead-Based Paint pamphlet: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11875.pdf
9. Annual Median Income: <https://www.hudexchange.info/resource/5079/esg-income-limits/>
10. <https://www.hudexchange.info/resource/3679/hud-income-limits/HUD> Resource Exchange: <https://www.hudexchange.info/esg/>
 - ESG program guidance
 - Federal regulations
 - Tools and technical assistance
 - Listserv opportunities
 - Frequently Asked Questions
11. FAQ Housing Counseling: <https://www.hudexchange.info/resource/5194/housing-counseling-new-certification-requirements-fans/>
12. Personal Responsibility and Work Opportunity Reconciliation Act of 1996: <http://www.gpo.gov/fdsys/pkg/PLAW-104publ193/content-detail.html>
13. Housing Choice Voucher Guidebook: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/guidebooks/7420.10G.
14. Limited English Proficiency federal interagency website can be found at: <http://www.lep.gov/> and guidance can be found at: <https://www.hud.gov/offices/ftheo/promotingfh/FederalRegistepublishedguidance.pdf> and FAQs can be found at: [https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotin gift/lep-faq](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotin%20gift/lep-faq).
15. CFRs cited are amended from time to time and can be found at: <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=%2Findex.tpl>
16. OMBs cited are amended from time to time and can be found at: http://www.whitehouse.gov/omb/circulars_default

Data Confidentiality/Security Agreement
Between the County of XXX, a Political Subdivision of the State of California and
O'Connell Research

O'Connell Research, Inc. agree to the following terms and conditions relating to the use of data obtained from XXX County (hereafter County) for purposes of conducting research to address the intersection of justice and behavioral health populations.

1. Data will be treated as private and confidential. Data will not be copied, reproduced or furnished, in any way, to sources outside XXX without prior written permission of the County. Data shall not be furnished to any other agency or individual unless permission is first received from the County and the third party executes a separate Data Confidentiality/Security Agreement with all parties.
2. Data containing, or which could lead to, the identification of specific research subjects is strictly confidential and shall not be disclosed in any manner.
3. Any and all reports produced utilizing data obtained under this agreement will reflect only summary level information based on analysis of the detailed data and shall not contain individual names or other identifying information of any study subjects, nor shall information be reported in such a manner as to allow for identification of individual study subjects.
4. Data shall only be used for research purposes that meet the objectives of the County.
5. All data provided to O'Connell Research shall be maintained securely. All data contained on disk, hard copy, etc, shall be maintained in a locked environment accessible only to the researchers and other parties that have signed the appropriate security agreements.
6. The transfer of data shall be by secure means. Data containing identifying information shall not be transmitted via email without being encrypted and password-protected. Secure transmission includes the mailing of data disks using companies such as Federal Express, which track shipments and requires proof of delivery.
7. All data located in computer files shall be password protected with access limited to the researcher or other parties that have signed appropriate security agreements.
8. All case-level data files provided to O'Connell Research and case-level sub-files created for analysis purposes will be permanently purged from O'Connell Research computers, back-up storage and transfer media upon conclusion of O'Connell Research 's involvement with XXX County six months after completion of our work together or at the request of XXX County.

Xxx, Position, XXX County

Date_____

Kevin O'Connell, President, O'Connell Research

Date_____

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