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# **NEW BEDFORD CONTINUUM OF CARE HMIS POLICIES & PROCEDURES**

*Updated July 31, 2019*

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# HMIS Policies and Procedures

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# HMIS Policies and Procedures

## 1. Overview

### 1.1. Purpose of HMIS

The McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH), requires that the U.S. Department of Housing and Urban Development (HUD) ensure operation of community-wide Homeless Management Information System (HMIS) with consistent participation by recipients and sub-recipients of applicable federal grants. The HMIS has many uses, including:

- ❏ Collecting unduplicated counts of individuals and families experiencing homelessness;
- ❏ Analyzing patterns of use of assistance provided in a community; and,
- ❏ Providing information to project sponsors and applicants for needs analyses and funding allocations.

Additionally, HMIS is essential to coordinate services, evaluate performance, ensure accountability in the use of public funds, and inform public policy. Ultimately, the HMIS serves as the foundation for all planning to prevent, reduce, and eliminate homelessness.

The City of New Bedford is the HMIS Lead Agency for the New Bedford Continuum of Care (CoC). In addition to administering the local HMIS, the HMIS Lead must develop written policies and procedures for all HMIS participating agencies in the CoC, execute participation agreements with each of these agencies and their system users, and monitor and enforce compliance by all participating agencies with the requirements set forth in the participation agreement. The HMIS Lead is responsible for maintaining the *New Bedford Continuum of Care HMIS Policies and Procedures* manual, all related documents and providing technical assistance.

The HMIS software vendor for the New Bedford CoC is CaseWorthy, Inc. Accordingly, the HMIS system may be referred to as “CaseWorthy” in operational manuals.

### 1.2. Key Terms

- ❏ **Continuum of Care or “CoC”:** a community-based collaborative that oversees homeless system planning and coordination, including the HMIS implementation. The CoC is known in New Bedford as the Homeless Service Providers Network (HSPN).
- ❏ **Participating Agency:** any agency that contributes data or uses the HMIS.
- ❏ **Exempt Agency:** any agency that is explicitly exempt from entering data into the HMIS by federal regulations; this includes victim services providers.
- ❏ **Personally Identifiable Information (PII).** Defined in OMB M-07-16 as “...information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

### **Relevant Personnel**

- ❑ **Agency HMIS Representative (aka Agency HMIS Rep):** The individual within a participating agency who has been identified by that agency as the administrative lead or, direct contact person between the Participating Agency and the HMIS Lead. This individual is responsible for ensuring the training of the agency’s users, the ongoing proficiency of the Agency System Users, the prompt reporting of terminated users to the CoC’s System Administrators, the timeliness of data entry and quality of data entered, data security and any other such tasks as articulated by the CoC and/or the *New Bedford Continuum of Care HMIS Policies and Procedures*.
- ❑ **Agency System User:** The individual within a participating agency who has been trained, has demonstrated competency to the satisfaction of the Agency HMIS Administrative Lead and uses the HMIS as a function of their responsibilities within the agency.
- ❑ **Client:** a person who receives services at an HMIS participating agency.
- ❑ **HMIS Data Committee:** Continuum-based committee and/or regional CoC committee consisting of Agency HMIS Representatives, Agency system Users, HMIS Lead/s and System Administrators who convene for the purpose of ensuring the consistent, confidential and effective operation of HMIS within the Continuum.
- ❑ **HMIS Lead:** The City of New Bedford, acting through its Office of Housing & Community Development serves as the organization that administers and operates the HMIS; this role is known as the CoC’s HMIS Lead.
- ❑ **System Administrators:** Two individual staff members of the City of New Bedford’s Office of Housing & Community Development (the HMIS Lead) granted full privileges and total access to the HMIS CaseWorthy system are named as system administrators for the New Bedford CoC. These individuals work cooperatively with the two additional system administrators in each of the remaining two CoCs located within Bristol County. Each System Administrator is limited to system administration within their respective designating CoC. The exception to this is the one additional individual—who oversees the CoC’s Coordinated Entry System—designated as a System Administrator and responsible for oversight of the Coordinated Entry System that overlaps all three Bristol County CoCs; however, this designated individual’s System Administrator functions are limited to those tasks relative to the administration of the Coordinated Entry System.

### **1.3. Data Ownership**

Policy: The participating agency retains ownership over all information it enters HMIS.

Procedures: In the event that the HMIS system ceases to exist, participating agencies will be notified and provided reasonable time to access and save data on persons served by the participating agency. Thereafter, the information collected in HMIS will be purged or appropriately stored.

### **1.4. Voluntary Participation**

Any agency receiving McKinney-Vento funding (Emergency Solutions Grant funding and/or Continuum of Care funding) is required to participate in the HMIS except those considered providers of domestic violence services.<sup>1</sup>

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<sup>1</sup> Agencies exempted from HMIS participation (including those providing domestic violence services, HIV/AIDS services) must still provide compatible non-identifiable (comparable) data that fulfills all federal HMIS reporting standards and obligations.

The New Bedford CoC strongly encourages agencies that serve persons who are homeless or at risk of homelessness and are not required to participate in the HMIS to do so voluntarily. Having more homeless service providers in the HMIS creates the potential for:

- ❑ More effectively coordinating client services through case management and referral information sharing;
- ❑ More accurate tracking of client returns to the homelessness prevention and assistance system;
- ❑ More accurate counts of homeless persons and system resources, which could be used to understand the gaps in the service system;
- ❑ Better information about community-wide needs, which can help guide advocacy efforts, policymaking, and funding allocations; and
- ❑ Better information about system outcomes, which can be used to guide service targeting and performance improvement efforts.

For these reasons, the City of New Bedford will continue to work to recruit homeless service providers to participate in the HMIS.

### 1.5. HMIS Documentation Amendment Process

#### Policies:

- ❑ The HMIS Lead and HMIS Committee will guide the amendment of *New Bedford Continuum of Care HMIS Policies and Procedures* and other related documentation.
- ❑ The HSPN Board will approve the *New Bedford Continuum of Care HMIS Policies and Procedures* and *Data Quality Plan*.

#### Procedures:

- ❑ Proposed changes may originate from any participant in HMIS, including clients.
- ❑ When proposed changes originate within a participating agency, they must be reviewed by the agency's HMIS Agency Representative and then submitted to the City of New Bedford in its capacity as HMIS Lead.
- ❑ The City of New Bedford (HMIS Lead) will maintain a list of proposed changes.
- ❑ The list of proposed changes will be discussed by the HMIS Committee at its next regularly scheduled meeting. At this meeting, the HMIS Committee will determine if these changes require additional research.
  - If changes do require additional research they will create a plan for completing the necessary research.
  - If changes do not require additional research or once this research is complete, then the committee will vote on whether or not to propose these changes to the HSPN Board.
- ❑ The HMIS Committee may periodically present proposed changes to HMIS documentation to the HSPN Executive Committee.
- ❑ Changes approved by the HSPN Executive Committee will be made by the HMIS Lead (City of New Bedford) and sent to all HMIS participating agencies.
- ❑ The HMIS Agency Representative from each agency shall acknowledge receipt and acceptance of the revised *HMIS Policies and Procedures* (or other documents) within 10 working days of delivery of the amended document by notification in writing or email to the HMIS Lead Agency (City of New Bedford). The agency shall also ensure the circulation and compliance of the revised policies and procedures within their agency.
- ❑ Trainings and/or technical assistance on changes to HMIS documentation will be offered/scheduled as needed by the HMIS Lead.

## 2. Stakeholder Responsibilities

Stakeholder responsibilities are fully addressed within the New Bedford Continuum of Care's Governance Charter which is available as a separate document.

The Governance Charter establishes the governance structure for the operation of the HMIS in a manner that supports the New Bedford CoC; its primary purpose is to articulate the New Bedford CoC's decision-making process for its HMIS.

## 3. Operational Policies and Procedures

### 3.1. Hardware, Software, and Network Requirements

#### Policy:

The participating agency is responsible for meeting the minimum hardware, software, and network requirements to access the HMIS, and for providing the necessary maintenance for continued participation.

CaseWorthy is a web-based application that can be accessed from any desktop computer (PC or Mac). CaseWorthy does not work on mobile devices like smartphones, however it does work on tablets and IPADs. In order to access the HMIS, a computer must have one of the following browsers installed:

- ❏ Google Chrome 50.0 or above (*Highly Recommended*)
- ❏ Firefox 40.0 or above
- ❏ Internet Explorer 11.0 or above

The device must also have a functioning internet connection.

### 3.2. System Access

#### Policies:

- ❏ The participating agency is responsible for identifying and notifying the HMIS Lead (City of New Bedford) as to its personnel undertaking system training.
- ❏ The participating agency is responsible for identifying and notifying the HMIS Lead (City of New Bedford) of all Agency System Users relative to training, onboarding or departures as described in this section.
- ❏ System users shall be assigned as either an HMIS Agency Representative or as an Agency System User.

#### Procedures (To Designate a New System User):

- ❏ The Agency HMIS Representative will submit a new user request to the New Bedford HMIS System Administrators, specifying the new user's name, email address, role and a description of HMIS-related job functions.
- ❏ The new system user will execute a *System Confidentiality and User Agreement*.
- ❏ The Agency HMIS Representative will ensure that the new system user receives appropriate, comprehensive training on the CaseWorthy system.
- ❏ Once the Agency HMIS Representative can confirm that training was completed and competency was achieved to a New Bedford HMIS System Administrator, that System Administrator will coordinate the new user's system access.

#### Procedures (To Change User Role)

- ❏ The Executive Director or Agency HMIS Representative will submit a request to one of New Bedford's HMIS System Administrators.
- ❏ One of New Bedford's HMIS System Administrators will change the user's role and send a confirmation email to the user and the person who made the request.

#### Procedures (To Deactivate an existing Agency System User):

- ❏ The participating agency will notify the HMIS Lead (City of New Bedford) of any need to deactivate any Agency System Users within 24 hours of termination/cessation of their service with the agency and will submit a user deactivation request to the HMIS Lead (City of New Bedford) prior to—or no later than 24 hours after—employment with the agency is terminated/ended. (NOTE: Advance notification is preferred, especially in the case of agency-initiated terminations.)
- ❏ The HMIS Lead (City of New Bedford) will, through its System Administrators, deactivate the Agency System User upon receipt of the request.

### **3.3. Data Collection**

#### Policies:

- ❏ The participating agency is responsible for understanding its HMIS compliance requirements as may be defined by various federal grant programs and funders, and fulfilling any contractual obligations, including but not limited to compliance reports.
- ❏ The participating agency is responsible for communicating these requirements to the HMIS Lead to ensure the system is properly configured to collect required data.
- ❏ The participating agency is required to collect and enter information into the HMIS as defined in the federal HMIS Data Standards Manual, specifically the Universal Data Elements (UDEs) and the Program Specific Data Elements (PDEs) [in accordance with the CaseWorthy system]: <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> as may be amended.
- ❏ The participating agency may be required to collect Local Data Elements (LDEs) as defined and authorized by the CoC Board in coordination with the HMIS Lead.

### **3.4. Data Transfer**

#### Policies:

- ❏ The HMIS Lead (City of New Bedford) has received the approval of the New Bedford CoC to participate in a Statewide Data Warehouse. To this end, the HMIS may transfer or allow to be transferred, HMIS data in accordance with its agreement with the State Data Warehouse.
- ❏ The participating agency is responsible for adhering to federal, state and local privacy laws within their databases, if it transfers any of their agency client data outside of HMIS.

### **3.5. Training and Security Awareness**

#### Policies:

- ❏ Agency HMIS Representatives are responsible for ensuring all training and security awareness.
- ❏ All new Agency System Users are required to complete HMIS system use and security awareness training before being allowed access to the system.
- ❏ All active users (including Agency HMIS Representatives and Agency System Users) are required to complete periodic training on security awareness.
- ❏ All active users are required to participate in training on any updates to the system, policies or procedures, as needed.



- ❏ All users are required to be trained by the HMIS Agency Representative using the CaseWorthy Training Portal only.
- ❏ All active users are required to sign the *System Confidentiality and User Agreement* provided within the *New Bedford Continuum of Care's HMIS Policies and Procedures*, acknowledging receipt of a copy of the privacy notice and pledging to comply with the privacy notice and additional terms and conditions for HMIS access.
- ❏ Only after training has been completed, proficiency demonstrated and the *System Confidentiality and User Agreement* have been signed by the new Agency System User may the individual be added on as an official user by the Agency HMIS Representative and given access to the CaseWorthy portal.

Procedures:

- ❏ Only agency personnel whose job function necessitates their use of the HMIS for the collection and/or reporting of data may request new user training from their Agency HMIS Representative.
- ❏ Optional and required trainings will be announced via email by the System Administrators and/or HMIS Lead.

### 3.6. Technical Assistance

Policies:

- ❏ The Participating Agency and Agency HMIS Representative may, at any time, request HMIS technical assistance from the HMIS Lead.
- ❏ The Participating Agency, Agency HMIS Representative or Agency System User may not directly contact and request technical assistance from the CaseWorthy vendor; all such requests must go through the HMIS Lead and/or System Administrators for the CoC.
- ❏ Technical assistance is limited to the implementation and operation of HMIS for those authorized users as defined in these *New Bedford Continuum of Care HMIS Policies and Procedures*.

## 4. Security Policies

### 4.1. Purpose

These security policies are intended to ensure the confidentiality, integrity, and availability of all HMIS information, protect against any reasonably anticipated threats or hazards to security and ensure compliance by end users.

### 4.2. System Applicability

The HMIS Lead, all participating agencies, System Administrators, Agency HMIS Representatives and Agency System Users must follow the security policies and procedures established in this section.

### 4.3. Security Management and Compliance, and Annual Review

- ❏ The HMIS Lead is responsible for managing the selection, development, implementation, and maintenance of security measures to protect HMIS information. The HMIS Lead must retain copies of all contracts and agreements executed as part of the administration and management of the HMIS or otherwise required.
- ❏ The HMIS Lead must conduct a periodic security review to ensure the implementation of the security requirements for itself and all Participating Agencies using a checklist that reviews consistency and compliance with each requirement defined in this section.

#### 4.4. Security Awareness Training

Each Agency HMIS Representative must ensure that all system users receive security training before being given access to the system and periodically thereafter.

#### 4.5. Data Security

- ❑ The Participating Agency and Agency HMIS Representative must ensure that devices used to access the HMIS are password protected with automatic system lock after no more than 15 minutes of user inactivity.
- ❑ The Participating Agency and Agency HMIS Representative must ensure that computers used to access the HMIS have virus protection that is updated automatically.
- ❑ The Participating Agency and Agency HMIS Representative must ensure that internet connections used to access the HMIS from their facilities are set up using network security protocols to prevent unauthorized access to the network and to HMIS data saved locally.

#### 4.6. System Passwords

- ❑ The Agency HMIS Representative is responsible for sending a request to the CoC's System Administrators requesting a new password to permit access to the CaseWorthy system. Such request must stipulate if it is being made on behalf of an existing approved Agency System User who has lost/forgotten their password or that it is being requested for a new user.
- ❑ In the case of issuing a password for a new Agency System User, the Agency HMIS Representative must first provide an assurance of competency to the CoC's System Administrators certifying that the prospective user has been fully trained and has mastered the use of the system. In addition, that password request should also be accompanied by an executed Agency System User Agreement.
- ❑ Once an approved Agency System User has accessed the system they may then create their own password.
- ❑ Agency System Users must not share their password, even among other authorized HMIS users.
- ❑ Agency System Users must not allow their Internet browser to save their HMIS password.
- ❑ Agency System Users must not store their password in locations that are easily accessible to others (i.e. under the computer keyboard or posted near the workstation).
- ❑ Agency System Users must use complex passwords consisting of upper and lowercase letters, numbers 0-9, and special characters !@#\$%^&\*().

#### 4.7. System Access Physical Location

Due to the confidential nature of data stored within HMIS, the system must be accessed from a sufficiently private physical location so as to ensure that persons who are not authorized users of the HMIS are not able to view client level data.

#### 4.8. User Inactivity

- ❑ The HMIS Lead has the right to disable any Agency HMIS Representative and/or Agency System User account/s that have not been accessed for 90 or more days, meaning the user will no longer be able to access the system.
- ❑ The Agency HMIS Representative must contact the System Administrators for the New Bedford CoC on behalf of an Agency System User whose account has been disabled due to inactivity, if the representative wishes to reactivate their account.
- ❑ For accounts inactive for more than 180 days, the Agency HMIS Representative may submit a refresher request to the NB CoC System Administrators. Those seeking re-authorization must complete refresher training with their Agency HMIS Representative, evidence of which must be submitted to the System Administrators prior to reactivating their account.

#### **4.9. Personally Identifiable Information (PII) Storage and Management**

Agency HMIS Representatives and Agency System Users are each responsible for maintaining the security of all client data extracted from the HMIS and any data collected for purposes of entry into the HMIS.

##### **4.9.1. Electronic Data Storage and Management**

- ❑ Agency HMIS Representatives and Agency System Users are only permitted to store HMIS data containing PII on devices owned by their agency.
- ❑ Agency HMIS Representatives and Agency System Users may not store HMIS data containing PII on hard drives or removable media that can be accessed by non-system users.
- ❑ Agency HMIS Representatives are responsible for safeguarding HMIS PII that Agency System Users store on agency-owned devices.
- ❑ Electronic transmission of HMIS data containing PII will be limited to secure direct connections or, if transmitted over the internet, the data will be encrypted using a 128-bit key or transmitted using password protected files.
- ❑ The Participating Agency and HMIS Lead are responsible for developing additional policies and procedures for protecting electronic data from theft, loss, or unauthorized access.
- ❑ Before disposing of hard drives, USB drives, or other portable electronic media used to store PII, the Participating Agency will consult with their Agency HMIS Representative.

##### **4.9.2. Hard Copy Data Storage and Management**

- ❑ Hard copies of HMIS data containing PII shall be kept in individual locked files or in rooms that are locked when not in use.
- ❑ When in use, hard copies of HMIS data containing PII shall be maintained in such a manner as to prevent exposure of PII to anyone other than the system user(s) directly utilizing the information.
- ❑ Employees shall not remove hard copies of HMIS data containing PII from their agency's facilities without permission from appropriate supervisory staff unless the employee is performing a regular work function which requires the use of such records outside of the facility.
- ❑ Faxes or other printed documents containing PII shall not be left unattended.
- ❑ Before disposing of hard copies of HMIS data containing PII, they must be shredded.
- ❑ The participating agency is responsible for developing additional policies and procedures for protecting hard copies of HMIS data containing PII from theft, loss, or unauthorized access.

#### **4.10. Agency-Specific Data Security Policies and Procedures**

- ❑ The Participating Agency may develop agency-specific data security policies and procedures that go beyond the standard policies included in this section.
- ❑ The Participating Agency is responsible for ensuring compliance with any agency-specific data security policies and procedures.

#### **4.11. Security Incidents**

- ❑ The HMIS Lead must implement a policy and chain of communication for reporting and responding to security incidents.

- ❑ The Participating Agency and HMIS Lead will post the *Privacy Notice* provided within these *New Bedford Continuum of Care HMIS Policies and Procedures* anywhere HMIS data is collected or accessed that articulates the reporting mechanism for suspected breaches of client confidentiality.
- ❑ The Participating Agency and HMIS Lead will maintain records of all security incidents, responses and outcomes.

#### 4.12. Security Policy Complaints

- ❑ Complaints related to HMIS security policies and procedures will be considered using the same procedures for amending HMIS Documentation (see Section 1.5).

## 5. Privacy Policies

### 5.1. Purpose

These privacy policies are meant to establish limitations on the collection, purpose, and use of data. It defines allowable uses and disclosures, including standards for openness, access, correction, and accountability. The policies provide protections for victims of domestic violence, dating violence, sexual assault, and stalking.

### 5.2. Privacy Notice

- ❑ The HMIS Lead will post a copy of the *Privacy Notice* included within these Policies and Procedures on the New Bedford Continuum of Care website ([www.nbhspn.com](http://www.nbhspn.com)) and will provide a copy of this document to any individual upon request.
- ❑ The Participating Agency must post a copy of the *Privacy Notice* at each workstation where client data is gathered and entered.
- ❑ The Participating Agency must also post a Spanish translation (as provided in this *New Bedford Continuum of Care HMIS Policies and Procedures* document) of the *Privacy Notice*.
- ❑ Outreach workers inform clients about the *Privacy Notice* and provide a copy, if requested (including a copy of the Spanish translation, if applicable).
- ❑ The Participating Agency must state in the *Privacy Notice* that these privacy policies may be amended at any time and that amendments may affect information obtained by the agency before the date of the change.
- ❑ The Participating Agency must provide a copy of these *Privacy Policies* to anyone who requests it.

### 5.3. Purpose and Use Limitations

The Participating Agency and HMIS Lead may only collect and use HMIS data for the specific internal purposes relevant to the work of the Continuum of Care, as defined in this section. Every agency with access to Personally Identifiable Information (PII) must implement procedures to ensure and monitor its compliance with privacy policies and may only collect information by lawful and fair means with the knowledge and consent of the individual.

#### Authorized Uses of HMIS Data:

- ❑ To provide or coordinate services including but not limited to Coordinated Entry System use;
- ❑ To provide data critical to the work of developing and executing strategies for the CoC;
- ❑ To locate programs that may be able to assist clients;
- ❑ To produce agency-level reports regarding use of services;
- ❑ To track agency-level and CoC system-level outcomes;
- ❑ For agency operational purposes, including administrative functions such as legal, audits, personnel, oversight, and management functions;
- ❑ To comply with government and other funding agency reporting requirements;

- ❑ To identify service needs in our community;
- ❑ To support CoC system-level planning;
- ❑ To conduct research for government /educational purposes approved by the New Bedford CoC
- ❑ To monitor compliance with the New Bedford Continuum of Care HMIS Policies and Procedures; and,
- ❑ To accomplish any and all other purposes deemed necessary by the CoC.

#### 5.4. Interagency Data Sharing

- ❑ All information entered in HMIS is stored on a data platform that is shared by the three continuums of Bristol County (Fall River, New Bedford and Greater Attleboro Taunton).
- ❑ Although all information resides on a shared platform, only those agencies for whom specific authorization has been given via signed client consent may access any client’s personally identifiable information (PII). Therefore, only with client consent may client information be shared with system users at other Participating Agencies for authorized uses.
- ❑ All client information entered in HMIS by the Participating Agency is shared with the agency’s system users and with the HMIS Lead for authorized uses.
- ❑ The Participating Agency’s Executive Director/Program Director (or equivalent) is responsible for their agency’s compliance with these Interagency Data Sharing policies.

#### 5.5. Client Consent

##### Policies:

- ❑ All information entered into HMIS may be shared between the Agency HMIS Representative, Agency System User, the System Administrators and with the HMIS Lead, based on this *inferred client consent* model.
- ❑ In order to share information with other Participating Agencies, the agency must seek and obtain *informed client consent* using the *Client Release of Information (ROI)* form.
- ❑ When clients consent to share information, system users at other Participating Agencies will have access to the client’s record and case history for authorized uses.
- ❑ Informed client consent is valid until such time as the client revokes consent.
- ❑ Clients who have consented to share information with other participating agencies may revoke consent in writing at any time. This revocation may impact other agencies’ access to the client record and data they have entered into the system.
- ❑ The Participating Agency must store physical copies of client consent documentation.

##### Procedures (Initial Consent):

- ❑ Personnel from the Participating Agency will notify the client that the information collected will be entered into the HMIS and will explain the purposes for collecting information in the HMIS.
- ❑ At this time, personnel from the Participating Agency will explain the Release of Information (ROI) form, and the clients’ right to revoke data sharing in writing at any time.
- ❑ For families, an adult client can provide consent on behalf of household members by listing them in the spaces provided on the form and initialing in front of each family member’s name. Additionally, the Participating Agency may seek consent separately from each individual in the household. A legal guardian (or another adult, if a guardian is not present) may sign on behalf of minors in the household.
- ❑ The client will be provided the ROI form for review, will be explained its content, and will be asked to complete it.
- ❑ The client must sign the ROI form as proof that they had an opportunity to review the form and have their questions answered.

- ❑ If the client signs the form and agrees to share information with all participating agencies, agency personnel must indicate this (client's response) in the HMIS case notes.
- ❑ If the client declines to share information with all participating agencies, agency personnel must ensure client indicates his/her decision on the ROI, provide a copy to the Agency HMIS Representative and maintain a copy with the client's file.
- ❑ A copy of all completed consent forms will be kept in the client's paper file.

Procedures (Revocation of Consent):

- ❑ If a client presents a written request to revoke consent for information sharing in the HMIS, agency personnel must store the written request in the client's file and must indicate their response in the client's case notes within HMIS.
- ❑ If a client verbally requests to revoke consent for data sharing, agency personnel must ask the client to complete the ROI form and follow the process specified elsewhere in this section.
- ❑ A copy of all written ROI requests must be included in the client's paper file and uploaded in the individual's HMIS documents.

Procedure (Renewal of Consent):

If a client consents to share information after previously denying consent, agency personnel must follow the same procedures that were specified elsewhere in this section involving the completion of the initial consent form including clear documentation in both the paper file and HMIS case notes.

**5.6. Access and Correction**

- ❑ The Participating Agency must allow a client to inspect and to have a copy of any PII about the client, and offer to explain information that the client may not understand.
- ❑ The Participating Agency must consider any request by a client for correction of inaccurate or incomplete PII pertaining to that client. A Participating Agency is not required to remove any information but may, alternatively, mark information as inaccurate or incomplete and supplement it with additional information such as an indicator of data quality.

**5.7. Other Authorized Data Disclosures**

- ❑ Client data may be transmitted to reporting systems as mandated by agency funders with client authorization.
- ❑ Other disclosures of client data to persons and organizations not authorized to view the information in the HMIS requires the client's written consent, unless the disclosure is required by law.
- ❑ Aggregated data that does not specifically identify any individual client or include PII may be shared with internal and external agents without specific permission.

**5.8. Accountability and Privacy Policy Complaints**

- ❑ Complaints related to HMIS privacy policies and procedures will be considered using the same procedures for amending HMIS Documentation.
- ❑ The Participating Agency must require each member of its staff to sign the *System Confidentiality and User Agreement* that acknowledges receipt of a copy of the *Privacy Notice* and that pledges to comply with the privacy policies and procedures.

## 6. Quality Assurance Policies

### 6.1. Purpose

The purpose of quality assurance policies is to ensure reliable and useable data, establish expectations for participating agencies, and define quality standards.

### 6.2. Policies

- ✘ The HMIS Lead will develop a *Data Quality Plan* to assist Participating Agencies in maintaining and monitoring data quality.
- ✘ The HMIS Lead will define benchmarks and establish policies and procedures to monitor for compliance, including an enforcement mechanism for non-compliance.
- ✘ The HMIS Governance Charter will include responsibilities for all parties
- ✘ The Participating Agency must adhere to these policies and procedures that ensure data meets standards for coverage, timeliness, completeness, accuracy, and consistency.
- ✘ The Participating Agency must adhere to and follow all data entry requirements to ensure the timely and accurate production of all required reporting for the Participating Agency as well as Continuum-wide reporting (such as the LSA report and System Performance Measures).
- ✘ The HMIS Lead will review the *Data Quality Plan* annually and update as needed.

### 6.3. Standards

#### 6.3.1. Coverage

The HMIS Lead seeks 100% participation in HMIS from all eligible homeless service providers and agencies within the CoC's geographic area.

#### 6.3.2. Timeliness

The Participating Agency is required to enter data into HMIS within two (2) business days of client interview or interaction resulting in data collection, with the exception of outreach projects that must enter data within 3 business days. For Coordinated Entry System requirements, all clients are required to be entered into the system within two (2) business days of client interview/call or interaction resulting in data collection.

#### 6.3.3. Completeness

The Participating Agency is required to collect and enter data on 100% of its clients in participating projects.

#### 6.3.4. Accuracy

The Participating Agency is required to accurately represent in HMIS the information collected from clients and avoid entering misleading or knowingly false information. To accurately represent client information, the agency must follow data collection procedures.

#### 6.3.5. Consistency

The Participating Agency must ensure personnel only use authorized data collection and entry procedures consistent with individual programmatic requirements.

## 7. Grievances

### 7.1. Policy

- ❏ So that clients may express their concerns and have a correction implemented, clients are to contact the Participating Agency with which they have an HMIS data related grievance for the resolution of problems. Participating Agencies will report all HMIS-related client grievances to the HMIS Lead and the CoC's System Administrator.
- ❏ The New Bedford CoC's HMIS Data Committee holds the final authority for all decisions related to the governance of the HMIS system. Decisions made or actions authorized which do not satisfy an interested party, including those at the Continuum, agency or client levels, may be brought before the CoC's HMIS Data Committee for a decision in accordance with the *New Bedford Continuum's Policies and Procedures*.
- ❏ The CoC's HMIS Data Committee's members shall not have a conflict of interest for the grievance they are to adjudicate. All Committee members must sign a confidentiality statement and conflict of interest agreement.
- ❏ There are two types of grievances—Client Grievances and Grievances by Participating Agencies of the Continuum of Care, itself—and two procedures by which they may be handled, informal and formal.

### 7.2. Procedures

#### ❏ Client Grievances

Clients of Participating Agencies use the Participating Agency's existing grievance procedure regarding unsatisfactory services or use and disclosure of Personal Protected Information (PPI) in HMIS, as these issues are most likely within the Participating Agency. It is only when the issue involves the actions of the HMIS system operation that the HMIS Client Grievance Procedure is to be used. If a client wants to file a complaint:

1. The Client complaint is to be brought directly to the Participating Agency with which they have a grievance within seven days of the grievance.
2. The Participating Agency shall assist the client in the Grievance Procedure.
3. The complaint is to be stated in writing using the Grievance Form included in the *New Bedford Continuum of Care Policies and Procedures*.
4. The complaint shall be returned to the Participating Agency's Executive Director or designee who has the ability and authority to take corrective action. If needed the HMIS Senior Manager or designee will assist in the identifying the appropriate party.
5. The client and the Participating Agency's representative meet together with the appropriate HMIS Lead Agency staff to resolve the complaint.
6. The actions and resolutions shall be in writing.
7. Should the client want to appeal the HMIS Lead Agency's decision, a grievance subcommittee of the CoC Steering Committee will hear the complaint a scheduled meeting and resolve the complaint in a manner in which it makes its decision. This decision is final.
8. All actions and resolutions will be in writing. Both the client and the HMIS party involved will have a copy describing the resolution of the complaint.



❏ Grievance by Participating Agencies or the Continuum of Care

Participating Agencies are to first determine if the issue is at the Continuum of Care level and if so to resolve it at that level. If a Participating Agency or CoC entity has a complaint about a decision or action of the HMIS Lead Agency staff concerning HMIS, they should first bring the matter to the attention of the HMIS Lead who has the ability and authority to take corrective action, as a verbal or informal Grievance Procedure.

❏ Informal Grievance Procedures The informal grievance procedure involves the complainant bringing the issue to the party being grieved by using the Grievance Form included in the *New Bedford Continuum of Care Policies and Procedures* and having a verbal discussion as to the issue. It is intended that discussion between the parties shall resolve the issues. Corrective action may then be taken upon mutual agreement.

❏ Formal Grievance Procedure If the matter is not resolved through the Informal Grievance Procedure to the satisfaction of the Client, Participating Agency or Continuum of Care the Formal Grievance Procedure should be initiated as follows:

1. The complaint should be in writing and submitted to the HMIS Lead (City of New Bedford Office of Housing & Community Development).
2. If the grieving party is not satisfied, the decision may be appealed to the CoC's HMIS Data Committee who will hear and resolve the complaint at its next regularly scheduled meeting. This decision is final.

**Appendix A**  
**Agency Participation Agreement**



# Agency Participation Agreement

New Bedford Continuum of Care | Homeless Management Information System



The Homeless Management Information system (HMIS) is a client information system that provides the means by which multiple individualized and aggregated client-based products and system-wide metrics are undertaken and achieved. Such elements include, but are not limited to: standardized assessments of the needs of individuals (“clients”) that utilize social services related to homelessness, individualized service plans, a record of the use of housing and services which can be used to determine the utilization of services of Participating Agencies, the identification of gaps in the New Bedford CoC, the development of outcome measurements and the achievement of system-wide and program-based performance metrics.

Agencies entering into HMIS must follow “HUD Data Standards” issued by the U.S. Department of Housing & Urban Development (originally released in 2004 with subsequent updates and revisions from time to time) for the purpose of entering universal and program specific data elements into the HMIS. The City of New Bedford, acting through its Office of Housing & Community Development (OHCD), serves as the New Bedford Continuum of Care’s (CoC’s) HMIS Lead Agency. In addition to its role as the HMIS Lead, the OHCD has also designated two staff members to serve as HMIS System Administrators on behalf of the CoC.

Each agency that intends to access the HMIS and executes an Agency Participation Agreement shall be considered an HMIS Participating Agency (hereinafter “Participating Agency”). Prior to any agency personnel being given access to HMIS, the Participating Agency shall sign and deliver to the OHCD an executed copy of this Agency Participation Agreement to indicate and accept the responsibility to fully and faithfully comply with the New Bedford Continuum of Care’s HMIS Policies and Procedures. The Participating Agency may be issued a renewal agreement as terms and conditions change or require recommitment.

## A. Confidentiality

In connection with its use of HMIS, the Participating Agency shall comply with all relevant federal and state privacy and information security regulations and laws (“Regulations”) that protect client information, especially Personally Identifiable Information (“PII”), and shall only release client information in accordance with written consent of the client, or as expressly permitted by the Regulations. Specifically, and without limitation, the Participating Agency shall comply with the New Bedford Continuum of Care’s HMIS Policies and Procedures as they relate to confidentiality, the federal HMIS Privacy and Security Standards promulgated by HUD on July 30, 2004 and at 24 CFR Parts 91, 576, 580 and 583 Homeless Management Information Systems Requirements (as revised from time to time) (hereafter “HMIS Privacy Standards”), and also the federal confidentiality Regulations in 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, these Regulations prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or is otherwise permitted by 42 CFR Part 2.

## B. Compliance

The Participating Agency shall ensure that its system users are bound by the same restrictions and conditions that apply to the agency under this Agreement, and shall cause its system users to comply herewith. The Participating Agency shall fully implement and adhere to the New Bedford Continuum of Care’s HMIS Policies and Procedures. Specifically, the Participating Agency will adopt the appropriate safeguards to prevent the unauthorized use or disclosure of client information, shall designate an HMIS Representative to serve as primary contact between the agency and HMIS Lead (City of New Bedford) on all matters related to the HMIS implementation.

## C. Indemnity

The Participating Agency hereby agrees to indemnify, defend and hold harmless the New Bedford CoC, the HMIS Lead and all other Participating Agency (including their respective officers, directors, employees, professional advisors, and agents) from and against all demands, claims, suits, proceedings, judgments,

settlements, arbitration awards, damages, loss, cost, expense (including reasonable attorneys' fees and costs of litigation), sanctions, fines and penalties arising out of or resulting from any acts or omissions of the Participating Agency and/or any of its personnel in violation of this Agreement.

**D. Limitation of Remedies**

No party shall be liable for any special, indirect, consequential or punitive damages (including loss of profits) under or in connection with this Agreement.

**E. Termination; Miscellaneous**

Either Party may terminate this Agreement upon thirty (30) days written notice to the other party. In addition, either party may terminate this Agreement if the other party ("Defaulting Party") fails to comply with any of its obligations under this Agreement and such failure is not cured within seven (7) days after the Defaulting Party receives a written notice of default from the other party. Termination of this Agreement shall be without prejudice to any claims or obligations arising or accruing hereunder prior to the date of termination. Sanctions for violating this Agreement may include, in addition to any other remedies available at law or in equity, the requirement of additional training, the suspension/revocation of HMIS privileges, and the filing of criminal charges, if appropriate.

This Agreement may only be modified by a written amendment signed by both parties. Waivers shall be express, written and signed by the party bound thereby. There are no third party beneficiaries of this Agreement other than the indemnities listed herein.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts without reference of conflicts of law's provisions. Any dispute hereunder shall be brought exclusively in the state or federal courts located in the City of New Bedford, Massachusetts and each party agrees to waive its right to a trial by jury in any such proceeding.

Notices shall be in writing and delivered by hand; facsimile, overnight courier, or certified or registered U.S. Mail, to the recipient's address below (or as modified in writing from time to time) and shall be deemed to be duly given when received on a business day (or the next following business day if the day of receipt is a non-business day).

<b>Participating Agency:</b>	
<b>Signature of ED/CEO:</b>	
<b>Printed Name of Signatory:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Designated Agency HMIS Representative Printed Name:</b>	
<b>Agency HMIS Rep Tel:</b>	
<b>Agency HMIS Rep Email:</b>	

<b>For the City of New Bedford DPHCD (HMIS Lead) Signature:</b>	
<b>Printed Name of Signatory:</b>	
<b>Contact Tel:</b>	
<b>Contact Email:</b>	

**Appendix B**  
**System Confidentiality  
and User Agreement**



# System Confidentiality & User Agreement

New Bedford Continuum of Care | Homeless Management Information System



The Homeless Management Information System (HMIS) is a client information system that provides the means by which multiple individualized and aggregated client-based products and system-wide metrics are undertaken and achieved. Such elements include, but are not limited to: standardized assessments of the needs of individuals (“clients”) that utilize social services related to homelessness, individualized service plans, a record of the use of housing and services which can be used to determine the utilization of services of Participating Agencies, the identification of gaps in the New Bedford CoC, the development of outcome measurements and the achievement of system-wide and program-based performance metrics.

The HMIS Lead (City of New Bedford) acting through its Office of Housing & Community Development (OHCD) has serves on behalf of the City of New Bedford’s Continuum of Care (“CoC”) in oversight of the HMIS within the New Bedford CoC including the promulgation of policies and procedures by which the HMIS operates. Participating Agencies and all of their system users must comply with the *New Bedford HMIS Policies and Procedures*. To this end, this agreement establishes baseline expectations and parameters for which each user, in executing this document, confirms understanding and compliance.

## A. Confidentiality

I understand that as an Agency System User within a Participating Agency, I will be allowed access to confidential information and/or records in order to perform my specific job duties. I further understand and agree that I am not to disclose confidential information and/or records without the prior consent of the appropriate authority(s).

I understand that my User ID and Password to HMIS are issued for my use, alone. I further understand that I am solely responsible for all information obtained, through system access, using my unique identification. At no time will I allow any other person to use of my account to access to HMIS. I understand that accessing or releasing confidential information and/or records, or causing confidential information and/or records to be accessed or released, on myself, other individuals, clients, relatives, etc., outside the scope of my assigned job duties would constitute a violation of this agreement. I understand that the Agency HMIS Representative will be notified immediately of any violation and disciplinary action will be taken, up to termination of my employment with the Participating Agency.

## B. Agency System User Responsibilities

Agency System Users shall enter accurate, complete and timely data in accordance with the HMIS Policies and Procedures.

**I have read each statement below and sign my initials as an indication of my understanding and acceptance of the following terms:**

- I have been trained on the CaseWorthy software and am confident in my understanding as to the system’s operation, key steps necessary to undertake client data management and those actions that can and cannot be taken within the system to ensure data quality.
- My user ID and password are for my use only and must not be shared with anyone.
- I will take reasonable measures to keep my password secure.
- I understand that the only authorized users can view information in the system and the clients to whom the information pertains.
- I will only access and use information that is necessary to perform my job.



- \_\_\_ If I am logged into the system and must leave my computer, I will first log out.
- \_\_\_ Any hard copies of electronic records will be kept in a secure file.
- \_\_\_ When hard copies are no longer needed, I will ensure they are properly destroyed.
- \_\_\_ If I notice or suspect a security breach or abuse of client confidentiality, I will immediately notify my Agency HMIS Representative or, in the case of his/her absence/unavailability, the New Bedford CoC System Administrators.

By affixing my signature to this document I acknowledge that I have been apprised of the relevant laws, concerning access, use, maintenance, and disclosure of confidential information and/or records which shall be made available to me through my use of the HMIS.

I further agree that it is my responsibility to assure the confidentiality of all information, which has been issued to me in confidence, even after my access to HMIS has ended.

Pursuant to this agreement I certify that I have read and understand the laws concerning confidential information and/or records.

By signing this System Confidentiality and Use Agreement I acknowledge, understand and agree with all terms and conditions herein and further understand that any failure to uphold these terms may result in loss of access or privileges.

<hr/> <div style="display: flex; justify-content: space-between;"> <span>AGENCY SYSTEM USER NAME</span> <span>DATE</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[PRINT]</span> <span></span> </div>	<hr/> <div style="display: flex; justify-content: space-between;"> <span>AGENCY HMIS REPRESENTATIVE NAME</span> <span>DATE</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[PRINT]</span> <span></span> </div>
<hr/> <div style="display: flex; justify-content: space-between;"> <span>AGENCY SYSTEM USER</span> <span>DATE</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[SIGNATURE]</span> <span></span> </div>	<hr/> <div style="display: flex; justify-content: space-between;"> <span>AGENCY HMIS REPRESENTATIVE</span> <span>DATE</span> </div> <div style="display: flex; justify-content: space-between;"> <span>[SIGNATURE]</span> <span></span> </div>

**Appendix C**  
**Privacy Notice**  
*(In English and Spanish)*





## Privacy Notice

New Bedford Continuum of Care | Homeless Management Information System



The U.S. Department of Housing and Urban Development (HUD) requires that each jurisdiction that receives funding from HUD have a Homeless Management Information System (HMIS) in place. **This agency participates in the New Bedford HMIS administered by HMIS Administrator (City of New Bedford), an electronic data collection system that stores information about the men, women, and children who access homeless and other human services in a community.** The purpose of HMIS is to assist in determining your needs and to evaluate the effectiveness of services provided.

We only collect information that is needed to provide you services, or that we consider relevant to helping us understand the scope and dimensions of homelessness in order to design effective service delivery. We do not disclose your information without written consent, except when required by our funders or by law, or for specific administrative or research purposes outlined in our HMIS Privacy Policies. By requesting information and accepting services from this agency, you give consent for us to enter your information into the HMIS.

The collection and disclosure of all personal information is guided by strict security standards. You have the right to see your personal information collected by this partner agency and request changes if incorrect.



## Aviso de Privacidad

New Bedford Continuum of Care | Homeless Management Information System



El Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) de los EE. UU. Requiere que cada jurisdicción que recibe fondos de HUD tenga un Sistema de Información de Gestión para Personas sin Hogar (HMIS). Esta agencia participa en el HMIS de New Bedford administrado por HMIS Administrator (Ciudad de New Bedford), un sistema electrónico de recolección de datos que almacena información sobre hombres, mujeres y niños que acceden a personas sin hogar y otros servicios humanos en una comunidad. El propósito de HMIS es ayudarlo a determinar sus necesidades y evaluar la efectividad de los servicios prestados.

Solo recopilamos la información que se necesita para brindarle servicios o que consideramos relevante para ayudarnos a comprender el alcance y las dimensiones de las personas sin hogar para poder diseñar una prestación de servicios efectiva. No divulgamos su información sin un consentimiento por escrito, excepto cuando lo soliciten nuestros patrocinadores o la ley, o con fines administrativos o de investigación específicos descritos en nuestras Políticas de privacidad de HMIS. Al solicitar información y aceptar servicios de esta agencia, usted nos da su consentimiento para que ingresemos su información en el HMIS.

La recopilación y divulgación de toda la información personal está guiada por estrictos estándares de seguridad. Tiene derecho a ver su información personal recopilada por esta agencia asociada y solicitar cambios si es incorrecta.

**Appendix D**  
**Client Release of Information**  
*(In English and Spanish)*



# Client Release of Information

New Bedford Continuum of Care | Homeless Management Information System



To provide you with the most effective and efficient service, we must collect relevant data for our Homeless Management Information System (HMIS).

This secure and confidential database operated by trained representatives allows providers to work together with you to make sure you are receiving the assistance you need in a timely manner. Beyond that, the HMIS allows the local "Continuum of Care" to get an accurate count of all people experiencing homelessness or who are at risk of homelessness in the City of New Bedford.

To help us serve you and in order to improve our current service system we need to collect your personally identifiable information (PII). To better coordinate with other agencies, you have the right to consent to release your information to these other agencies.

**Please review the information below and sign and date where indicated.**

*[If you have a family household, please complete the back of this form as well].*

I understand that this agency will enter my information into the Homeless Management Information System (HMIS). The information I have provided is true and correct. My information may be shared among local (Bristol County) authorized service providers for the purpose of connecting me to services.

I understand that information about me that is in HMIS may be used by the agency and the New Bedford Continuum of Care (as well as the Fall River Continuum of Care and Greater Bristol County Attleboro Taunton Continuum of Care) to conduct research related to homelessness and housing programs, service needs, income supports, education and employment and program effectiveness. My name, date of birth, social security number, or other information that would identify me personally will never be shared with anyone without my authorization.

An agency representative has answered my questions about my privacy concerns.

By signing this release form, I fully understand the above terms and conditions.

_____		_____	
CLIENT NAME [PRINT]	DATE	CLIENT SIGNATURE	DATE
_____		_____	
AUTHORIZED PERSONNEL NAME [PRINT]	DATE	AUTHORIZED SIGNATURE	DATE

**Client Consent on Behalf of Household Members**

An adult head of household may provide consent on behalf of family members to share their information in the HMIS.

_____ FAMILY MEMBER NAME 1 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 1 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 2 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 3 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 4 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 5 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 6 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]
_____ FAMILY MEMBER NAME 7 [PRINT]	_____ HEAD OF HOUSEHOLD [INITIALS]

---

**Client Revocation of Consent**

If client checks this box and signs their name below, they are indicating their intent to rescind/cancel the authority and consent previously granted herein as of the date noted.

_____ CLIENT NAME [PRINT]	_____ DATE	_____ FAMILY MEMBER NAME [PRINT]
------------------------------	---------------	-------------------------------------



# Cliente Divulgación de información

New Bedford Continuum of Care | Homeless Management Information System



Para ofrecerle el servicio más eficaz y servicio eficiente, debemos recoger datos relevantes para nuestro Sistema de Información de Gestión para Personas sin Hogar (**HMIS**).

Esta base de datos es segura y confidencial y es operado por representantes capacitados y permite a los proveedores trabajar junto con usted para asegurarse de que usted está recibiendo la ayuda que necesitas de una manera oportuna. Más allá de eso, el HMIS permite el local ‘Continuo de Cuidado’ obtener un conteo preciso de todas las personas que están experimentando o en riesgo de perder sus hogares en la ciudad de New Bedford.

Para que nos ayude a servirle y a fin de mejorar nuestro actual servicio tenemos que recoger información de su identificación personal. Para coordinar mejor con otros Agencias, usted tiene el derecho a consentimiento para divulgar su información a otros Agencias.

**Por favor revise la información abajo y firme y ponga la fecha donde se indica.**

*(Si usted tiene una casa de familia, por favor complete el dorso de este formulario así.)*

Yo entiendo que esta Agencia ingresará la información en el Sistema de Información de Gestión para Personas sin Hogar Management (**HMIS**). La información que he proporcionado es verdadera y correcta. Mi información puede ser compartida entre los proveedores locales de servicio autorizado con el fin que me conecten a los servicios.

Entiendo que mi información está en el sistema de (HMIS) puede ser utilizado por la Agencia y el Continuo de Cuidado de New Bedford (así como el Continuo de Cuidado de Fall River y Bristol County Attleboro Taunton Continuo de Cuidado) para llevar a cabo investigaciones relacionadas con la falta de vivienda y programa de vivienda, necesidades de servicio, ayudas a los ingresos, efectividad del programa de educación y empleo. Mi nombre, fecha de nacimiento, número de seguro social o otra información que me identificara personalmente nunca será compartida con nadie sin mi autorización.

Un representante de la Agencia ha contestado mis preguntas sobre mis preocupaciones de privacidad. Al firmar este formulario, entiendo perfectamente los términos y condiciones.

\_\_\_\_\_  
NOMBRE DEL CLIENTE [IMPIMIR]      FECHA

\_\_\_\_\_  
NOMBRE DEL CLIENTE [FIRMA CURSIVA]      FECHA

\_\_\_\_\_  
NOMBRE DEL PERSONAL AUTORIZADO      FECHA

\_\_\_\_\_  
FIRMA AUTORIZADA      FECHA

### Consentimiento del Cliente en Nombre de los Miembros del hogar

Un adulto jefe de hogar puede prestar consentimiento en nombre de miembros de la familia a compartir su información en el sistema de HMIS.

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 1  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 2  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 3  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 4  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 5  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 6  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

\_\_\_\_\_  
NOMBRE DEL MIEMBRO DE LA FAMILIA 7  
[IMPRIMIR]

\_\_\_\_\_  
CABEZA DE FAMILIA [INICIALES]

---

### Cliente de Revocación del Consentimiento

Si el cliente comprueba este cuadro y firma su nombre, está indicando su intención de rescindir o cancelar la autoridad y consentimiento previamente otorgado aquí a partir de la fecha señalada

\_\_\_\_\_  
NOMBRE DEL CLIENTE [IMPRIMIR]

\_\_\_\_\_  
FECHA

\_\_\_\_\_  
MIEMBRO DE LA FAMILIA [IMPRIMIR]

\_\_\_\_\_  
FECHA

**Appendix E**  
**HMIS Grievance Form**





# HMIS Grievance Form

New Bedford Continuum of Care | Homeless Management Information System



If you feel a violation of your rights as an HMIS client has occurred or you disagree with a decision made about your “Personally Identifiable Information “ (PII) your first step is to follow the grievance policy at the Participating Agency where your information was taken. You will be required to follow that agency’s internal grievance process.

If you are not satisfied with the resulting decision or disagree with the decision made about your grievance, you may then complete this form and submit it to:

**HMIS Lead**  
**Office of Housing and Community Development**  
608 Pleasant Street 2<sup>nd</sup> Floor  
New Bedford, Massachusetts 02740

Complete this form *only* after you have exhausted the grievance procedures at the agency you have a grievance with. The first step once this form is received will be the HMIS Lead contacting the Participating Agency and you to verbally discuss the grievance in order to come to a resolution amenable to all parties. If this Informal Grievance Procedure does not yield such a resolution, the HMIS Lead Agency will render a formal decision. A formal decision may be appealed to the CoC’s HMIS Data Committee whose determination will be the final decision in the matter.

It is against the law for any agency to take retaliatory action against you if you file this grievance.

Your Name:		Today’s Date:	
Mailing Address:			
Phone Number:			
Best way to reach you:			
Name of Individual who you believe violated your privacy rights:			
Date of the offense:			
Nature of the offense:			
<b>SECTION TO BE COMPLETED BY THE HMIS LEAD ONLY</b>			
Review Date:			
Recommendation/Action:			