

# **Berks County Homeless Management Information System**

## **System-Wide Policies and Procedures**

Berks County Homeless Continuum of Care  
Revised: October 24, 2013

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## **A. Mission**

The mission of the ServicePoint Homeless Management Information System (HMIS) is to improve the collaboration and cooperation among providers of homeless services to work toward the end of homelessness, as we know it in Berks County. This is to be accomplished through information sharing on the homeless in Berks County, Pennsylvania. This program is also useful for nonprofit organizations serving clients that are not homeless.

## **B. Background**

A Homeless Management Information System (HMIS) is a computerized data collection tool specifically designed to capture client level system-wide information over time on the characteristics and service needs of men, women and children who are homeless. The primary components of an HMIS are:

- Information and referral
- Client intake
- Case management
- Service tracking
- Report generation

The benefits of an HMIS for homeless men, women and children are:

- A decrease in duplicative intakes and assessments
- Streamlined referrals
- Coordinated case management
- Benefit eligibility

The benefits of an HMIS for agency directors and program managers are:

- Tracking client outcomes
- Coordinating services internally among agency programs and externally with other providers
- Preparing financial and programmatic reports for funders, board members, and other stake – holders
- Information for program design decisions

The benefits of an HMIS for public policy makers and advocates are:

- Understanding the extent and scope of homelessness
- Unduplicated count
- Identifying service gaps
- Informing system design and policy decisions
- Provides a mechanism for a Single Point of Entry System for the County of Berks.
- Provides a system that can be duplicated in other Counties.

## C. Why Do We Need An HMIS?

The primary reason for the acquisition of the HMIS system was to make the provision of social services easier for the client. A secondary reason was that an HMIS would enable policy makers, funders and program designers to analyze patterns of use of people entering and exiting the homeless assistance system. The third reason was to evaluate the effectiveness of these systems to ensure a seamless system of care.

The final reason was that Congress issued a three-year directive to the U.S. Department of Housing and Urban Development (HUD) on the need for data and analysis on the extent of homelessness and effectiveness of McKinney Act Programs. Congress wants HUD to develop unduplicated counts of clients served at the local level, to ensure continuity of care and timely access to needed services for the homeless and to obtain accurate information on the homeless.

## D. Contacts

*Berks County Homeless Continuum of Care  
Key Contacts:*

<b>Name</b>	<b>Organization</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Sharon Parker	Berks Coalition to End Homelessness	Executive Director	610.372.7222	sharon@bceh.org
Sarah Swartz	Berks Coalition to End Homelessness	Data Analyst	610.372.7222	sarah@bceh.org
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*System Administrators:*

<b>Name</b>	<b>Organization</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
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Sarah Swartz	Berks Coalition to End Homelessness	Data Analyst	610.372.7222	sarah@bceh.org
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## E. Participation Requirements

**Policy:** Any agency in Berks County receiving HUD funding is required to participate in this system. Other non-HUD funded agencies providing homeless prevention, affordable housing, or other services critical for an effective response to ending homelessness in Berks County are encouraged to participate, and may be charged an annual fee, to be determined.

### Procedure:

1. **Identification of an Agency Administrator:** Each participating agency shall designate a primary and a backup staff member as the agency administrator. This person will be responsible for:
  - Creating usernames and passwords for the agency's users
  - Monitoring software access
  - Training agency staff on the use of the software
  - Answering questions posed by the agency's users
  - Monitoring and ensuring compliance to the requirements in this manual
2. **Training:** Each agency shall commit agency administrators and staff users to attend ongoing mandatory training. If an agency administrator cannot attend a training session, a suitable replacement will be sent by the agency. If an agency's administrator changes, then the new administrator must attend training.
3. **User's Group Meetings:** Each agency shall send at least one representative to each User's Group meeting. Attendance shall be considered mandatory.
4. **Participation Agreement:** Each agency shall sign a participation agreement stating their commitment to adhere to the policies and procedures for effective and secure use of the system and their collaboration with the Berks Coalition to End Homelessness, Inc. See this form in the **Appendix**.
5. **End User Agreement:** Each HMIS system user shall sign and abide by the End User Agreement. See this form in the **Appendix**.
6. **Privacy Notice and Policy:** Each agency shall post a Privacy Notice at every location where client information is gathered. Each agency shall have a Privacy Policy available at the request of a client. See samples of these forms in the **Appendix**.
7. **Client Release of Information Forms:** Each agency shall obtain signed forms from their clients in order to authorize the sharing of personal information electronically with other participating agencies within the system. See samples of these forms in the **Appendix**.
8. **Users and Passwords:** Every user of ServicePoint is authenticated with a unique user ID and password. This provides a level of security and accountability for your database. **Sharing of user ID's or passwords is forbidden.** Sharing can lead to an abuse of the database and does not hold End Users to any level of accountability or responsibility.
9. **Audits:** Agencies will submit to audits to be conducted annually at a minimum. Audits will cover the requirements as listed in section F. below.

## F. Community-Wide Minimum Standards

Standard	Policy
<b>Data Timeliness</b>	Maximum of 5 days after entry
	Maximum of 5 days after exit
<b>Data Completeness</b>	Only clients entering a program are entered into the system
	All household info is entered at entry
<b>Data Accuracy</b>	Data is 95% accurate by field
	Client signs intake document
<b>Privacy</b>	Statement posted at intake stations
	If any agency chooses to use its policy, it will be reviewed against the CoC policy for completeness.
<b>Informed Consent and Release of Information</b>	Each agency has developed and implemented procedures to inform clients of data use.
	Use a client consent form allowing clients to "opt out" if desired.
<b>Confidential Data and Security</b>	Workstations are password protected and sheltered from the public. PPI is kept for 7 years and is secured. Secure disposal procedures are in place.
	Agencies provide virus protection, anti-spy ware and firewalls
<b>Monitoring &amp; Responsibility</b>	Monitor monthly
	Someone is identified as having the responsibility.

## **G. Confidentiality**

ServicePoint is a shared database. Each End User has the ability to decide what information to share with whom. It is important to note that the data restrictions for client records are handled independently of service records. A client record consists of demographic data, medical conditions, residential and employment history and other information related to a specific client. Service records consist of the needs or services that have been provided to a client. Various parts of a client record can be open or it can be restricted to individual service item records. Each part needs to be identified as open or closed as a default.

It is important to keep the basic profile information open to everyone that has access to the system. All End Users should keep as much information open as is legally possible, with the client's consent. Sensitive information needs to be closed to other groups being able to see or access data.

### **1. Client Record Security Options**

**OPEN** – Any group can view open clients. A client record consists of the profile screen and all other screens.

- **Screen Level restrictions** – An agency may choose to leave a client record open, but restrict certain screens in the client records. For example, an agency may wish to share all data about the client with other agencies except the medical screen. All assessment screens can be restricted and the profile screen (containing demographic information) left open. The client profile should only be marked “closed” to totally restrict all access to the client.
- **Screen Level Selected access** – If a screen is marked closed, it can be opened to specific agencies, if needed. This allows agencies to restrict an individual screen but still allow selected agencies to access it.

**READ ONLY**- Only the group that entered the client record can edit information on screen while all others can only view/read it.

**CLOSED**- Closing a record makes the client invisible to all other agencies. The client record is not accessible, and the client's name does not appear in any client lists.

- **CLOSED – Selected Access**- This allows agencies to open the record only to specific agencies. Only authorized agencies would have access to client records.

A client record is similar to a folder. The entire folder can be marked “Open” or “Read Only” or “Closed.” Inside the folder are individual screens. If the folder is “Open”, everyone can see, at minimum, the profile screen. Individual screens can be open or closed. You can make the records “Read Only” to allow other groups only to view or read the record. You can “close” the entire folder by restricting the profile screen. If you do this, the client becomes invisible to every other group. Only your group will see this client.

### **2. Service Record Security Options**

A service record can be a referral, a service provided, or simply a need that the client has. Each service record has its own security settings. This allows groups to hide certain services they are providing to a client while leaving other service items open for others to see.

OPEN – All groups can view or modify the service record.

READ-ONLY – Only groups who created the record can edit information on screen, while all others can only view/read it.

CLOSED – The service record is invisible to all other groups.

CLOSED- Selected Access – This allows groups to open the service record only to specific groups.

### Access to Client Records

The HMIS is designed to protect against the recording of information in unauthorized locations or system. Only staff that work directly with clients or who have administrative responsibilities receives authorization to look at, enter, or edit client records. Additional privacy policies include:

- No client records will be shared electronically with another agency without written client consent;
- Clients have the right to not answer any question, unless entry into a service program requires it;
- Clients have identifying information that is stored in encrypted form at the central server;
- Clients have the right to know who has added, deleted or edited their client record; and
- Client information transferred from one authorized location to another over the Internet is transmitted through a secure, encrypted connection.



### 3. Informed Consent

**Procedure:** Participating Agencies are required to develop procedures for providing oral explanations to clients about the usage of ServicePoint. This is called informed consent. Agencies are required to use written client consent forms when information is to be shared with another agency to ensure protection of clients' privacy. The Agency agrees not to release any confidential information received from the ServicePoint database to any organization or individual without proper written consent.

#### **Informed Consent:**

Oral Explanation (non-shared records): All clients will be provided an oral explanation that their information will be entered into a computerized record keeping system. The Partner Agency will provide an oral explanation of the ServicePoint project and the terms of consent. The agency is responsible for ensuring that this procedure takes place at the initial interview for every client. The document must contain the following information:

1. **What ServicePoint is**
  - Web based information system that homeless services agencies across the state use to capture information about the persons they serve
2. **Why the agency uses it**
  - To understand their clients' needs
  - Help the programs plan to have appropriate resources for the people they serve
  - To inform public policy in an attempt to end homelessness
3. **Security**
  - Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client records
4. **Privacy Protection**
  - No information will be released to another agency without written consent
  - Client has the right to not answer any question, unless entry into a program requires it
  - Client has the right to know who has added to, deleted, or edited their ServicePoint record
  - Information that is transferred over the web is through a secure connection
5. **Benefits for clients**
  - Case manager tells client what services are offered on site or by referral through the assessment process
  - Case manager and client can use information to assist clients in obtaining resources that will help them find and keep permanent housing.

#### **Written Client Consent**

Each Client whose record is being shared electronically with another Partner Agency must agree via a written client consent form to have their data shared. A client must be informed as to what information is being shared and with whom it is being shared.

**Unnecessary Solicitation:** The Participating Agency will not solicit or input information from clients unless it is essential to provide services, or conduct evaluation or research.

**Sever access:** The Participating Agency understands that BIS will maintain the server, which will contain all client information. All client identifiable data is inaccessible to unauthorized users.

### **Right to Deny User and Participating Agencies' Access**

A Participating Agency or an End User access may be suspended or revoked for suspected or actual violation of the security protocols. The System Administrator II will investigate all potential violations of any security protocols. Any user found to be in violation of security protocols will be sanctioned accordingly. Sanctions may include but are not limited to: a formal letter of reprimand, suspension of system privileges, revocation of system privileges, termination of employment and criminal prosecution. Any agency that is found to have consistently and/or flagrantly violated security protocols may have their access privileges suspended or revoked. The System Administrator II shall impose all sanctions. All sanctions can be appealed to the ServicePoint Steering Committee

#### 4. Confidential And Open Data – Partner Agencies

**Policy:** All data will be handled according to the following major classifications: *Confidential Data* or *Open Data*. Agency staff will assess all data and implement appropriate controls to ensure that data classified as open and confidential data are handled according to the following procedures.

**Procedures:** Agency staff will administer the categories of data by adhering to the type of controls required for enforcing and maintaining security standards.

**Definitions:**

The classifications for these two types of data subsets are mutually exclusive. Therefore, for any given set that has any confidential data shall be considered confidential.

- *Open Data* – Unrestricted information that contains no data elements that are or could be used as personal identifiers. This type of data tends to statistical summaries of confidential data sets or counts of services.
- *Confidential Data*- Information that identifies clients contained within the database. Examples include social security number, name, address, or any other information that can be leveraged to identify a client.

**Procedures for transmission and storage of data:**

- *Open Data:* Data is subject to further classification and scrutiny depending on the intent for the data and its audience. Unless this data is further classified as Public Data, then it should be handled discretely. These data must be stored out of site and can be transmitted via internal or first-class mail until it is considered public data.
- *Confidential Data* at the Agency Level: Each agency shall promulgate rules governing the access of confidential data in ServicePoint, ensuring that those staff needing to do so can access the data while restricting the access of those staff not needing access. The agency rules shall also cover the destruction of paper and electronic data in a manner that will ensure that privacy is maintained and that proper controls are in place for the hard copy and electronic data that is based on system data.

**All data must be classified open or confidential. Public data may never include confidential data.**

**All data must be handled according to its classification.**

**Failure to handle data properly is a violation of this policy and violators will be subject to statutes and administrative ?.**

## 5. Security – Partner Agencies

**Policy:** Access to all of computing, data communications and sensitive data resources will be controlled. Access is controlled through user identification and authentication. Users are responsible and accountable for work done under their personal identifiers. Access control violations must be monitored, reported and resolved. Agency staff will work to ensure that all sites receive the security benefits of the system while complying with all stated procedures.

### Procedures:

#### Physical Security

Agencies must develop rules to address unattended workstations and physical access to workstations. Monitors displaying client data should be oriented to minimize viewing by unauthorized people. Hard copy documents shall also be secured.

#### Access to Data

- A. **User Access:** Users will only be able to view the data entered by users of their own agency or shared client records. Security measures exist within the software system that restricts agencies from viewing each other's data.
- B. **Raw Data:** Users who have been granted access to the system Report Writer tool have the ability to download and save client level data onto their local computer. Once this information has been downloaded from the system in raw format to an agency's computer, these data then become the responsibility of the agency. A Partner Agency must develop protocol regarding the handling of data downloaded from Report Writer, record disclosure and storage.
- C. **Agency Policies Restricting Access to Data:** Each Partner Agency must establish internal access to data protocols. These policies should include who has access, for what purpose, user account sharing and how they can transmit this information. Other issues to be addressed include storage, transmission and disposal of these data.

#### Security

- A. All workstations will be provided with user-authenticated access
- B. All agency systems will utilize firewalls, virus protection, and anti-spy ware
- C. Protected Personal Information (PPI) will be securely stored and disposed of after seven years.
- D. Computer hard drives will be reformatted prior to disposal
- E. Agency security policies will be monitored yearly, at a minimum

#### User Authentication

ServicePoint will only be accessed with a valid username and password combination, which is encrypted via SSL for Internet transmission to prevent theft. If a user enters an invalid password four consecutive times, ServicePoint automatically shuts them out of that session. For added security, the session key is automatically scrambled and re-established in the background at regular intervals. ServicePoint logon IDs and passwords are never reset or established in the same communication.

## 6. User Access

**Procedure:** User accounts will be created and deleted by the agency administrator under the authorization of the agency's executive director. Users will be given various access levels.

### Access Levels:

**Resource Specialist I** – Under this access level, a user may access only the ResourcePoint module. Users may search the database of area agencies and programs and view the agency or program detail screens. Access to client or service records and other modules and screens is not given. A resource specialist cannot modify or delete data.

**Resource Specialist II** – Under this access level, a user may access only the ResourcePoint module. Users may search the database of area agencies and programs and view the agency or program detail screens. Access to client or service records and other modules and screens is not given. A Resource Specialist II is an agency-level "Information & Referral (I&R) specialist" who may update their own agency and program information.

**Resource Specialist III** – Under this access level, a user may access only the ResourcePoint module. Users may search the database of area agencies and programs and view the agency or program detail screens. Access to client or service records and other modules and screens is not given. A Resource Specialist III may edit the system-wide news feature of ServicePoint.

**Volunteer** – Under this access level, a user may access ResourcePoint, and have limited access to ClientPoint, and to service records. A volunteer may view or edit basic demographic information about clients (the profile screen), but is restricted from all other screens in ClientPoint. A volunteer may also enter new clients, make referrals, or check-in/out a client from a shelter. A volunteer does not have access to the "Services Provided" tab in ServicePoint. Normally, this access level is designed to allow a volunteer to perform basic intake steps with a new client and then refer the client to an agency staff or case manager.

**Agency Staff** – Under this access level, a user may access ResourcePoint, and have full access to service records, but only limited access to ClientPoint. Agency staff may access most functions in ServicePoint, however, they may only access basic demographic data on clients (profile screen). All other screens are restricted including Reports. Agency Staff can add news items to the newswire feature of ServicePoint.

**Case Manager I** – Under this access level, a user may access all ServicePoint screens and modules except "Administration." A Case Manager I may access all screens within ClientPoint except, for confidentiality reasons, the medical screen. They also may access Reports.

**Case Manager II** – Under this access level, a user may access all ServicePoint screens and modules except "Administration." A Case Manager II may access all screens within ClientPoint, including the medical screen. They also may access Reports.

**Agency Administrator** – Under this access level, a user may access all ServicePoint screens and modules. This level may add/remove users and edit agency and program data for his/her agency.

**Executive Director** – Same access rights as Agency Administrator, but ranked above Agency Administrator.

**System Operator** – Under this access level, a user may just access “Administration.” The system operator can setup new agencies, add new users, reset passwords, and access other system-level options. The system operator may order additional user licenses and modify the allocation of licenses. They maintain the system, but may not access any client or service records.

**System Administrator I**– Same access rights to client information as Agency Administrator, but not for all agencies in the system. Also has full access to administrative functions

**System Administrator II**– No restrictions. Full access to ServicePoint.

## 7. Anonymous Clients

### Policy:

When a client or agency feels that entry of his/her name and the names of the members of their households into ServicePoint present a threat to their personal privacy, the client and their household may be added anonymously. When entering a client anonymously, it is incumbent upon the agency to keep a record of the client’s unique anonymous I.D. to avoid duplication of entry.

### Procedure:

Add a client to ServicePoint without entry of his/her name by using ServicePoint’s Anonymous Client feature. When this feature is used, ServicePoint generates a code number for the client record that the agency maintains in a secure location along with the person’s name. The only way to access the client record is to use the code number.

The following is a list of required actions an agency must do when using the anonymous client feature:

- A. Enter the client’s gender and date of birth. This ensures that aggregate reports detail the correct number of males vs. females and adults vs. children served
- B. If the client feels that entry of the actual birth date is too identifying, domestic violence agencies may use 01/ 01/yyyy for the birth date where yyyy is the actual birth year.
- C. Keep a record of this client’s anonymous I.D. on file. The unique ID is found in the Last name field on the Profile screen. You will need the unique ID to retrieve the client record.

**Creating anonymous records may mean that your reports will not provide a true unduplicated count and therefore this option should only be used if absolutely necessary.**

## **8. Release Of Information (ROI)**

**Policy:** A client must give permission for personal data to be shared with other agencies in ServicePoint. A client does not need to give permission for information to be shared within an agency. For minors, a parent or guardian must also give permission for their child's data to be shared.

### **Paper Release of Information**

**Procedure:** Every client must be given an opportunity to sign a paper copy of a release of information for their data that will be input into ServicePoint software. These releases must then be filed at the agency. Only one paper copy of a release of information is required per agency, this release could then cover all programs within an agency.

### **Software Release of Information**

**Procedure:** Every client must have a ROI attached to their profile in the software and this ROI must be established prior to filling out any assessment information in every single program that a client enters. Regardless of the intent of the client, always indicate that a release was granted. The recommended length for the ROI is three years.

**A client permits open access to his or her records or agrees to the default settings of the agency and signs a release to that effect.** The user would indicate that a release was granted and that there is a "Signed Statement from the Client."

**A client does not permit the release of his or her information but the program still intends to share the information within the agency.** The user would indicate that a release was granted and that the type of release is "None". To close the client's records to outside agencies while still keeping the information available within the agency requires either of the following steps:

*Option A: If the client has just been created,* then go to the security lock in the right-hand corner of the screen in the orange bar and click the client's record to close. Then check each of your programs in the possible exceptions to ensure that each will still have access to the data

*Option B: If the client is already in the system but now wants future information closed,* then go into each individual assessment and click on the security lock and change the record to close. Then check each of your programs in the possible exceptions to ensure that each will still have access to the data.

**A client calls a central point of intake and agrees to release the information to the referring agencies.** The user would indicate that a release was granted and that there was Verbal Consent. The program profile would be set-up such that the release only allowed information to

flow to the other programs in the agency or to those programs for which the central point of intake has an agreement.

## **H. APPENDIX**



**I. HMIS System Common Intake  
Client Creation Data (all clients)**

Entry Date \_\_\_\_\_ Project Name \_\_\_\_\_ HMIS Client ID# \_\_\_\_\_

Household ID # \_\_\_\_\_  
First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_  
Suffix \_\_\_\_\_ Name Data Quality: (Full / Partial / Client doesn't know / Client refused)

SSN: \_\_\_\_\_ SSN Data Quality: (Full / Partial / Client doesn't know / Client refused)

Date of Birth: \_\_\_\_\_ DOB Data Quality: (Full / Partial / Client doesn't know / Client refused)

**Relationship to Head of Household: (all clients, select one)**

Self (head of household)	Head of household's other relation
Head of household's child	Other: (non-relation household member)
Head of household's spouse or partner	

**Race (all clients, select all that apply, indicate primary)**

American Indian or Alaskan Native	White
Asian	Client doesn't know
Black or African American	Client refused
Native Hawaiian or Other Pacific Islander	

**Ethnicity (all clients, select one)**

Non-Hispanic or Non-Latino	Client doesn't know
Hispanic or Latino	Client refused

**Gender (all clients, select one)**

Female	Other _____
Male	Client doesn't know
Transgender male to female	Client refused
Transgender female to male	

**U.S. Military Veteran Status (all adults *RECORDED IN CLIENT RECORD*):** Yes / No / Client doesn't know / Client refused

**Client Location (should be recorded for the whole household based on head of household):**  
 IF CLIENT IS RECEIVING SERVICES IN BERKS COUNTY, CODE IS **PA-506**. REFER TO CPD  
 MAP IF CLIENT IS RECEIVING SERVICES OUTSIDE OF BERKS COUNTY.

**Housing assessment: (head of household and adults)**

**Client Entering from Streets, ES or SH:** Yes / No / Client doesn't know / Client refused  
**If Yes for "Client entering from streets, ES or SH" Approximate date started:**

**Regardless of where they stayed last night- Number of times the client has been on the streets, in ES, or SH in the past three years including today:** Never in 3 Years / One Time / Two Times / Three Times / Four or More Times / Client Doesn't Know / Client Refused / Data Not Collected  
**Total Number of months homeless on the street, in ES or SH in the past three years:** One Month (this time is the first month) / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 / 11 / 12 / More than 12 Months / Client Doesn't Know / Client Refused / Data Not Collected  
**Status Documented:** Yes / No

**Residence Prior to Project Entry (head of household and adults, select one)**

- |  |   |
|--|---|
| <input type="checkbox"/> Emergency shelter, including hotel or motel paid for with emergency shelter voucher                       | <input type="checkbox"/> Rental by client, with VASH subsidy                                  |
| <input type="checkbox"/> Foster care home or foster care group home  | <input type="checkbox"/> Rental by client, with other ongoing housing subsidy                 |
| <input type="checkbox"/> Hospital or other residential non-psychiatric medical facility  | <input type="checkbox"/> Residential project or halfway house with no homeless criteria       |
| <input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher   | <input type="checkbox"/> Safe Haven   |
| <input type="checkbox"/> Jail, prison, or juvenile detention facility  | <input type="checkbox"/> Staying or living in a family member's room, apartment, or house     |
| <input type="checkbox"/> Long-term care facility or nursing home   | <input type="checkbox"/> Staying or living in a friend's room, apartment, or house            |
| <input type="checkbox"/> Owned by client, no ongoing housing subsidy   | <input type="checkbox"/> Substance abuse treatment facility or detox center                   |
| <input type="checkbox"/> Permanent housing for formerly homeless persons (such as COC project)                                     | <input type="checkbox"/> Transitional housing for homeless persons (including homeless youth) |
| <input type="checkbox"/> Place not meant for habitation (e.g., a vehicle, an abandoned building, bus, airport or anywhere outside) | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Psychiatric hospital or other psychiatric facility  | <input type="checkbox"/> Client doesn't know  |
| <input type="checkbox"/> Rental by client, no ongoing housing subsidy  | <input type="checkbox"/> Client refused   |

**Length of stay in Last Permanent Address (head of household and adults, select one)**

- |  |   |
|--|---|
| <input type="checkbox"/> One day or less                             | <input type="checkbox"/> More than three months, but less than one year |
| <input type="checkbox"/> Two days to one week                        | <input type="checkbox"/> One year or longer                             |
| <input type="checkbox"/> More than one week, but less than one month | <input type="checkbox"/> Client doesn't Know                            |
| <input type="checkbox"/> One to three months                         | <input type="checkbox"/> Client refused                                 |

**Income and Sources (Head of household and adults)**

*Data Entry Note: If fields are already filled out and are no longer applicable to the client's current income, place an END DATE on the category that is BEFORE the client entered your project. DO NOT delete the old record. IF A CHILD IS RECEIVING AN INCOME SOURCE SUCH AS SSI THAT AMOUNT SHOULD BE RECORDED UNDER THE HEAD OF HOUSEHOLD.*

**Income from any source:** Yes / No / Client doesn't know / Client refused  
 IF YES: Answer YES or NO for each source. For YES sources indicate START DATE and MONTHLY INCOME AMOUNT.

Type of Income	Yes (If Yes, Start Date)	No	Client Doesn't Know	Client Refused	Amount
Earned income (i.e., employment income)	__/__/____				\$
Unemployment Insurance	__/__/____				\$
Supplemental Security Income (SSI)	__/__/____				\$
Social Security Disability Income (SSDI)	__/__/____				\$
VA Service-Connected Disability	__/__/____				\$
VA Non-Service-Connected Disability Pension	__/__/____				\$
Private disability insurance	__/__/____				\$
Worker's Compensation	__/__/____				\$
Temporary Assistance for Needy Families (TANF)	__/__/____				\$
General Assistance (GA)	__/__/____				\$
Retirement Income from Social Security	__/__/____				\$
Pension or retirement income from a former job	__/__/____				\$
Child support	__/__/____				\$
Alimony or other spousal support	__/__/____				\$
Other source <i>Specify:</i>	__/__/____				\$
<b><u>Total monthly income from all sources:</u></b>		-	-	-	<b>\$</b>

**Non-Cash Benefits (Head of household and adults)**

*Data Entry Note: If fields are already filled out and are no longer applicable to the client's current non-cash benefit, place an END DATE on the category that is BEFORE the client entered your project.*

**DO NOT delete the old record. IF A CHILD IS RECEIVING A NON-CASH BENEFIT IT SHOULD ONLY BE RECORDED UNDER THE HEAD OF HOUSEHOLD.**

**Non-cash benefits from any source (CURRENT):** Yes / No / Client doesn't know / Client refused  
 IF YES: Answer YES or NO for each source.

\*\*Answer NO for benefits that have been terminated, even if they were received in the past.\*\*

Type of Non-Cash Benefit	Yes (If Yes, Start Date)	No	Amount (if applicable)
Special Supplemental Nutrition Assistance Program (SNAP)	___/___/___		\$
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	___/___/___		\$
TANF Child Care services (or use local name)	___/___/___		\$
TANF transportation services (or use local name)	___/___/___		\$
Other TANF-Funded Services (or use local name)	___/___/___		\$
Section 8, Public Housing, or other rental assistance	___/___/___		\$
Temporary rental assistance. If yes, <i>specify</i>	___/___/___		\$
Other source If yes, <i>specify</i> :	___/___/___		\$

**Health Insurance (All Clients)**

**Data Entry Note:** *If fields are already filled out and are no longer applicable to the client's current health insurance, place an END DATE on the category that is BEFORE the client entered your project. DO NOT delete the old record.*

**Covered by health insurance:** Yes / No / Client doesn't know / Client refused  
 IF YES: Answer YES or NO for each health insurance source.

\*\*Answer NO for sources that have been terminated, even if they were received in the past.\*\*

Type of Health Insurance	YES (Start Date)	NO
Medicaid	___/___/___	
Medicare	___/___/___	
State Children's Health Insurance Program	___/___/___	
Veteran's Administration (VA) Medical Services	___/___/___	
Employer-Provided Health Insurance	___/___/___	
Health insurance obtained through COBRA	___/___/___	
Private Pay Health Insurance	___/___/___	
State Health Insurance for Adults	___/___/___	

**Disability Information (All Clients)**

**Disabling Condition (all clients):** Yes / No / Client doesn't know / Client refused

*Data Entry Note: If fields are already filled out and are no longer applicable to the client's current disability information, place an END DATE on the category that is BEFORE the client entered your project. DO NOT delete the old record.*

Answer YES or NO for each Disability Type. IF YES indicate duration, impact, documentation, and treatment status.

Disability Type	Long Duration?	Impact on Living Independently?	Documentation of severity?	Receiving Services?
Physical Disability Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Developmental Disability Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Chronic Health Condition Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
HIV/AIDS Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Mental Health Problem Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Alcohol Abuse Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Drug Abuse Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO
Alcohol and Drug Abuse Start Date: __/__/____	YES / NO	YES / NO	YES / NO	YES / NO

**Domestic Violence (Head of household and adults)**

**Is client a domestic violence victim/survivor?** Yes / No / Client doesn't know / Client refused

**IF YES when did the experience occur?** Within the past three months / Three to six months ago /

Six months to one year ago / One year ago or more / Clients doesn't know / Client refused

**If yes for Domestic Violence Victim/Survivor are you currently fleeing?** Yes / No / Client

Doesn't Know / Client Refused / Data Not Collected

**Program Specific Data Elements**

**OUTREACH Info: (Street Outreach Only)**

**In Permanent Housing (RRH ONLY):** Yes / No / Client doesn't Know / Client refused

**If yes, Date of Move-In:** \_\_/\_\_/\_\_\_\_

**SSVF HP Screening Score:** \_\_\_\_ **SSVF VAMC Station Number:** \_\_\_\_\_

## **J. AGENCY PARTICIPATION AGREEMENT**

*For ServicePoint Homeless Information System*

### **Berks Coalition to End Homelessness, Inc.**

ServicePoint is a web-based information management system for recording and sharing information on services provided to homeless consumers in Berks County, Pennsylvania.

The Primary Coordinating Organization (PCO) is the United Way of Berks County, Reading, PA. In this agreement, "Participant" is an agency that uses ServicePoint; "Client" is a consumer of services and "SA" is the System Administrator.

This agreement is between the PCO and the Participants. Additional organizations may join this agreement in accordance with the ServicePoint User Policies and Procedures.

1. Operating Policies: Each Participant agrees to follow and comply with the System-Wide Policies and Procedures, which may be modified by the HMIS Steering Committee.

2. Technical Support: The PCO, through the SA, will provide access to the necessary software for the system. The SA and Agency Administrators will provide continuing technical support as related to the ServicePoint system within budgetary constraints. Participating agencies will identify staff that will use the system and receive user licenses. If a participant terminates this agreement, they shall promptly return any licenses or documentation to the SA.

Bowman Internet Systems shall operate and maintain the network server and the software. Each Participant shall maintain hardware, telephone lines and any other network or communication devices that are necessary for the proper functioning of the ServicePoint system.

3. Training: The SA and the PCO shall assure the provision of training of necessary Participant staff in the use of ServicePoint. They will provide training updates, as necessary and reasonable due to staff changes and changes in technology. Each agency shall send one representative, at a minimum, to all user's group meetings and training sessions.

4. Data: Any client data created or entered into ServicePoint by a Participant is accessible by that Participant. Each Participant is bound by all restrictions placed upon the data by the client of any Participant. Each Participant must close the elements of a ServicePoint record that are restricted as requested by the client. Each Participant must also keep the General and Specific Release of Information forms (as needed) signed by each client entered in ServicePoint as an open case to be shared with other Participants. A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the PCO with the appropriate ResourcePoint Data. Violation of any of the above section by a Participant is a material violation of this agreement.

If this agreement is terminated, the SA shall provide to the Participant a copy of their client data. Copy shall be in both machine-readable and hardcopy form. Nonetheless, the SA and remaining Participants shall continue a right of use of all client data previously entered by the terminating Participant. This use is subject to restrictions requested by the client and may be used only in furtherance of the purpose of the ServicePoint application in Berks County, PA.

5. Confidentiality of Information: Each Participant understands that participation in the ServicePoint system will make confidential information in the Client Profile available to other Participants as outlined in the System-Wide Policies and Procedures. It is the responsibly of each Participant to observe all applicable laws and regulations regarding client confidentiality, including: Informed Consent, Security, and Release of Information. Only client specific data approved for release by the client and properly recorded by the Participant shall be accessible to other Participants or made available in reports.

If a client of a Participant withdraws the Client Information Release Authorization Forms (both general and

specific), that Participant maintains an ongoing responsibility to make that client's information unavailable to all other Participants. When a Participant withdraws from the ServicePoint system the former Participant must notify the SA of the withdrawal, and the SA will assure that all of their clients' information in ServicePoint has been promptly closed to sharing with all other Participants.

Aggregate data may be made available by the PCO to other entities for funding or planning purposes pertaining to providing services to the homeless. Data released by the PCO must never directly identify individual clients.

7. Transferability: No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation or in any other manner, unless the HMIS Steering Committee grants approval.

8. Mutuality: This agreement applies to, amongst and between each individual Participant and the PCO.

9. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the ServicePoint system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and that this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from that party's negligent, gross negligent, or intentional acts or omissions under this agreement

10. Limitation of Liability: The PCO shall not be liable to any member agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond the reasonable control of the SA and, or is the fault of independent contractors hired by the PCO for servicing of pertinent equipment, devices, software or hardware. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the SA and the PCO, and other Participants. If a Participant terminates thereby, the parties shall seek mutual resolution to any dispute.

11. Disclaimer of Warranties: The PCO makes no warranties, express or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

12. Term and Termination: The initial term of this agreement is one year. The agreement will automatically renew for additional one-year periods at the expiration of the then current term. Any party may terminate this agreement at any time by giving thirty days written notice to the other party.

13. Amendments and Waivers: This agreement cannot be altered or modified except by a writing signed by the Participant and the PCO. No waiver of any right under this agreement is effective except by a writing signed by the Participant and the PCO. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the PCO of any breach or waiver of a breach.

15. Notices: All notices under this agreement must be in writing.

16. Scope of Agreement: This agreement, together with attachments and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.

17. Applicable Law: This agreement is governed by and subject to the laws of the State of Pennsylvania. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Berks County, Pennsylvania.

**EXTENT OF AGREEMENT**

This **document** represents the entire agreement between the parties and supercedes all prior representations, negotiations or agreements, whether written or oral.

**PARTICIPANT**

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

Agency: \_\_\_\_\_

Berks Coalition to End Homelessness, Inc.

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



## K. BERKS COUNTY HMIS END USER AGREEMENT

**Fill in Agency Name:** \_\_\_\_\_

**Print Your Name:** \_\_\_\_\_

This agency recognizes the primacy of client needs in the design and management of the Homeless Management Information System (HMIS). These needs include both the need continually to improve the quality of homeless and housing services with the goal of eliminating homelessness in our community, and the need vigilantly to maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, HMIS users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used to the ends to which it was collected. Proper user training, adherence to the HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

By executing this agreement you agree to abide by the following client confidentiality provisions:

- 1 Personal User Identification and Passwords must be kept secure and are not to be shared.
- 2 A **Client Consent Form** must be signed by each client whose data is to be entered into the HMIS.
- 3 Client consent may be revoked by that client at any time through a written notice.
- 4 No client may be denied services for failure to provide consent for HMIS data collection.
- 5 Clients have a right to inspect, copy and request changes in their HMIS records.
- 6 HMIS Users may not share client data with individuals or agencies that have not entered into an HMIS Agency Agreement with this Agency without obtaining written permission from that client.
- 7 HMIS Users will log off of ServicePoint when they must leave the work area where the computer is located.
- 8 HMIS Users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- 9 Hard copies of ServicePoint information will be kept in a secure file.
- 10 When hard copies of ServicePoint information are no longer needed, they will be properly destroyed to maintain confidentiality.
- 11 Any HMIS User found to be in violation of the HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, may be denied access to the HMIS.

**I affirm the following:**

1. I have received training in how to use the HMIS.
2. I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual
3. I will maintain the confidentiality of client data in the HMIS as outlined above and in the HMIS Policies and Procedures Manual
4. I will only collect, enter and extract data in the HMIS relevant to the delivery of services to people served by my agency.

Your signature below indicates your agreement to comply with this statement of confidentiality. There is no expiration date of this agreement.

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
User's Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Name

## L. SAMPLE PRIVACY STATEMENT

**We collect personal information directly from you for the reasons that are discussed in our privacy notice. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless individuals, and to better understand the needs of homeless individuals. We only collect information that we consider to be appropriate. A printed copy of our privacy notice is available on request.**

## **M.SAMPLE PRIVACY POLICY** **[Agency Name]**

Effective October 10, 2008

### **What This Notice Covers**

1. This notice describes the privacy policy and practices of [Agency Name]. Our main office is located at [Address, email/web address, telephone].
2. The policy and practices in this notice cover the processing of Protected Personal Information for the clients of [Agency Name]. All personal information that we maintain is covered by the policy and practices described in this privacy notice.
3. Protected Personal Information (PPI) is any information that we maintain about a client that:
  - a. Allows identification of an individual directly or indirectly
  - b. Can be manipulated by a reasonably foreseeable method to identify a specific individual, **or**
  - c. Can be linked with other available information to identify a specific client. When this notice refers to personal information, it means PPI.
4. We adopted this policy because of standards for Homeless Management Information Systems issued by the Department of Housing and Urban Development. We intend our policy and practices to be consistent with those standards. See 69 Federal Register 45888 (July 30, 2004).
5. This notice tells our clients, our staff, and others how we process personal information. We follow the policy and practices described in this notice.
6. We may amend this notice and change our policy or practices at any time. Amendments may affect personal information that we obtained before the effective date of the amendment.
7. We provide a written copy of this privacy notice to any individual who requests it.

### **How and Why We Collect Personal Information**

1. We collect personal information only when appropriate to provide services or for another specific purpose of our organization or when required by law. We may collect information for these purposes:
  - a. To provide or coordinate services to our clients
  - b. To locate other programs that may assist our clients
  - c. For functions related to payment or reimbursement from other agencies for services that we provide
  - d. To operate our organization, including administrative functions such as legal, audits, personnel, oversight, and management functions
  - e. When required by law
2. We only use lawful and fair means to collect personal information.

3. We normally collect personal information with the knowledge and consent of our clients. If you seek our assistance and provide us with personal information, we assume that you consent to the collection of information as described in this notice.
4. We may also get information about you from:
  - a. Individuals who are with you
  - b. Other homeless agencies participating in the Berks County homeless management information system
  - c. Government agencies such as the police and prisons
  - d. Telephone directories and other published sources
5. We post a sign at our intake desk or other location explaining the reasons we ask for personal information. The sign says:

We collect personal information directly from you for the reasons that are discussed in our privacy notice. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless individuals, and to better understand the needs of homeless individuals. We only collect information that we consider to be appropriate.

## How We Use and Disclose Personal Information

1. We use or disclose personal information for activities described in this part of the notice. We may or may not make any of these uses or disclosures with your information. We assume that you consent to the use or disclosure of your personal information for the purposes described here and for other uses and disclosures that we determine to be compatible with these uses and disclosures:
  - a. To **provide or coordinate services** to individuals, including other organizations that may have separate privacy policies and that may allow different uses and disclosures of the information
  - b. For functions related to **payment or reimbursement for services**
  - c. To **carry out administrative functions** such as legal, audits, personnel, oversight, and management functions
  - d. To **create de-identified (anonymous) information** that can be used for research and statistical purposes without identifying clients
  - e. When **required by law** to the extent that use or disclosure complies with and is limited to the requirements of law
  - f. To **avert serious threat to health or safety** if:
    - i. We believe that the use or disclosure is necessary to prevent or lessen serious and imminent threat to the health or safety of an individual or the public, **and**
    - ii. The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat
  - g. To **report about an individual we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority** (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect, or domestic violence
    - i. Under any of these circumstances:

1. where disclosure **is required** by law and the disclosure complies with and is limited to the requirements of the law
2. if the individual agrees to the disclosure, **or**
3. to the extent that the disclosure is **expressly authorized** by statute or regulation, **and**
  - a. we believe the disclosure is necessary to prevent serious harm to the individual or other potential victims, **or**
  - b. if the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PPI for which disclosure is sought **is not intended to be used against the individual** and that an immediate enforcement activity that depends upon disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure, **and**
- ii. when we make a permitted disclosure about a victim of abuse, neglect, or domestic violence, we will promptly inform the individual who is the victim that a disclosure has been or will be made , except if:
  - (1) we, in the exercise of professional judgment, believe informing the individual would place the individual at risk of serious harm, **or**
  - (2) we would be informing a personal representative (such as a family member or a friend), and we reasonably believe the personal representative is responsible for the abuse, neglect, or other injury, and that informing that personal representative would not be in the best interests of the individual as we determine in the exercise of professional judgment.

**h. for academic research purposes**

- i. conducted by an individual or institution that has a formal relationship with the Agency if the research is conducted either:
  1. by an individual employed by or affiliated with the organization for use in a research project conducted under a written research agreement approved in writing by a designated Agency program administrator (other than the individual conducting the research), **or**
  2. by an institution for use in a research project conducted under a written research agreement approved in writing by a designated Agency program administrator, **and**
- ii. any written research agreement:
  1. must establish rules and limitations for the processing and security of PPI in the course of the research
  2. must provide for the return or disposal of all PPI at the conclusion of the research
  3. must restrict additional use or disclosure of PPI, except where required by law
  4. must require that the recipient of the data formally agree to comply with all terms and conditions of the agreement, **and**

5. is not a substitute for approval (if appropriate) of a research project by an Institutional Review Board, Privacy Board or other applicable human subjects protection institution.
- i. To a law enforcement official **for a law enforcement purpose** (if consistent with applicable law and standards of ethical conduct) under any of these circumstances:
    - i. In response to a lawful court order, court-ordered warrant, subpoena or summons issued by judicial officer, or a grand jury subpoena
    - ii. If the law enforcement official makes a **written request** for the PPI that:
      1. is signed by a supervisory official of the law enforcement agency seeking the PPI
      2. states that the information is relevant and material to a legitimate law enforcement investigation
      3. identifies the PPI sought
      4. is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought, **and**
      5. stated that de-identified information could not be used to accomplish the purpose of the disclosure
    - iii. if we believe in good faith that the PPI constitutes **evidence of criminal conduct** that occurred on our premises
    - iv. in response to an oral request for the purpose of **identifying or locating a suspect, fugitive, material witness or missing person** and the PPI disclosed consists only of name, address, date of birth, place of birth, Social Security Number, and distinguishing physical characteristics, **or**
    - v. if
      1. the official is an authorized federal official seeking PPI for the provision of **protective services of the President** or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 18 U.S.C. 871 and 879 (threats against the President and others), **and**
      2. the information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought, **and**
    - j. to comply with **government reporting obligations** for homeless management information systems and for oversight of compliance with homeless management information system requirements
  2. Before we make any use or disclosure of your personal information that is not described here, we will seek your consent first.

## How to Inspect and Correct Personal Information

1. You may inspect and have a copy of your Personal Information that we maintain. We will offer to explain any information that you may not understand.
2. We will consider a request from you for correction of inaccurate or incomplete personal information that we maintain about you. If we agree that the information is inaccurate or incomplete, we may

- delete it or we may choose to mark it as inaccurate or incomplete and to supplement it with additional information.
3. To inspect, get a copy, or ask for correction of your information, you must submit a request in writing to any staff member.
  4. We may deny your request for inspection or copying of your personal information if:
    - a. The information was compiled in reasonable anticipation of litigation or comparable proceedings
    - b. The information is about another individual (other than a homeless provider)
    - c. The information was obtained under a promise of confidentiality (other than a promise from a homeless provider) and if the disclosure would reveal the source of the information, **or**
    - d. Disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.
  5. If we deny a request for access or correction, we will explain the reason for denial. We will also include, as part of the personal information that we maintain, documentation of the request and the reason for the denial
  6. We may reject repeated or harassing requests for access or correction.

## **Data Quality**

1. We collect only personal information that is relevant to the purposes for which we plan to use it. To the extent necessary for those purposes, we seek to maintain only personal information that is accurate, complete, and timely.
2. We are developing and implementing a plan to dispose of personal information not in current use seven years after information was created or last changed. As an alternative to disposal, we may choose to remove identifiers from the information.
3. We may keep information for a longer period of time if required to do so by statute, regulation, contract, or other requirement.

## **Complaints and Accountability**

1. We accept and consider questions and complaints about our privacy and security policies and practices. A question or complaint must be submitted in writing to the Agency Executive Director.. The question or complaint will be reviewed within two weeks of submission. A written response will be given within three weeks of submission.
2. All members of our staff (including employees, volunteers, affiliates, contractors, and associates) are required to comply with this privacy notice. Each staff member must receive and acknowledge receipt of a copy of this privacy notice.

## N. SERVICEPOINT INFORMED CONSENT NOTICE

The ServicePoint Homeless Management Information System (HMIS) administers a computerized record keeping system that captures information about people experiencing homelessness, including their service needs. The programs listed on the back of this page use ServicePoint in order to better organize and deliver helpful services to individuals and families in Berks County that are homeless. Our goal is to better work together to end homelessness. Information you provide can play an important role, including:

- Help us prioritize, plan, and provide meaningful services to you and your family;
- Assist the this agency in improving its work with families and individuals that are homeless;
- Allow local agencies to work better together to fight homelessness; and
- Provide statistics for local, state, and national policy makers to set effective goals.

### **IMPORTANT POINTS ABOUT HOW YOUR INFORMATION WILL BE USED**

- The agency will use ServicePoint to keep an electronic record of your involvement with our agency.
- Except for your name and social security number, your information will be kept confidential unless you give us specific permission to share it. If you give this permission, a portion of the information you provide is shared between all of the agencies (listed on the back) that use the system. The information the agency will share consists of basic demographic data including your name, date of birth, last permanent address, social security number, gender, language, marital status, family status, ethnicity, and race.
- All records regarding certain types of services including substance abuse, mental health, and HIV status will not be shared without a specific release of information (*Client Information Release Authorization*).

### **HOW WILL MY INFORMATION BE KEPT SECURE?**

- We have done several things to make sure that your information is kept safe and secure:
- The computer program we use has the highest degree of security protection available;
- Any information that could identify you, such as your name or birth date, will be viewed only by people working to provide services to you, and will be removed before reports are issued to local, state, or national agencies; and
- All employees receive training in privacy protection and agree to follow rules before using the system.

### **KNOW YOUR INFORMATION RIGHTS**

As a client receiving services from a ServicePoint agency, you have the following rights:

1. **Access to your record.** You have the right to view your ServicePoint record. At your request, we will prepare a report of your records or assist you in viewing them within two business days.
2. **Correction of your record.** You have the right to have your record corrected so that information is up to date, accurate and ensures fairness in its use.
3. **Refusal.** You have the right to refuse consent. You cannot be denied services that you would otherwise qualify for if you refuse to sign the ServicePoint general consent form. Please note that if you refuse, information will still be entered into the system for statistical purposes, but all of your information will be closed so that no other user agency will have access to it.
4. **Withdrawal of the Release of Information form.** This agreement can be withdrawn at any time upon verbal or written demand.
5. **Grievance.** You have the right to be heard if you feel that you have been unjustly served, put at personal risk, or harmed. Employees of agencies that misuse information are subject to reprimand, warnings, and dismissal from the ServicePoint system.



## O. CLIENT INFORMATION RELEASE AUTHORIZATION

### ServicePoint HMIS, Berks County, Pennsylvania

I, \_\_\_\_\_, give my permission to this agency of Reading and Berks County, its Director, and Case Manager(s) to release information on myself and my dependent children, as specified below, to member agencies of the ServicePoint Information system.

1. A portion of the information that you provide may be shared between agencies that use this system. If you consent, we have the ability to share your information with the agencies that you have indicated below, to be used for an initial intake assessment.
2. This consent expires on \_\_\_\_/\_\_\_\_/\_\_\_\_ (no later than three years). I may withdraw this consent at any time by verbal or written notice to this agency of Reading and Berks County. If withdrawn, my information will be secured to prevent access by all other agencies.
3. I permit this agency of Reading and Berks County to *allow* the following ServicePoint agencies access to my demographic information for intake assessment and/or provision of services.

**ALL**(Initial here for all the agencies listed below): \_\_\_\_\_ Initial: \_\_\_\_\_

**SOME**(Initial below for permission to specific agencies listed below):

- \_\_\_\_\_ Berks Coalition to End Homelessness
- \_\_\_\_\_ Berks Counseling Center
- \_\_\_\_\_ BCAP
- \_\_\_\_\_ BCIU
- \_\_\_\_\_ BCPS
- \_\_\_\_\_ CARE
- \_\_\_\_\_ City of Reading Community Development
- \_\_\_\_\_ Council on Chemical Abuse.
- \_\_\_\_\_ Easy Does It
- \_\_\_\_\_ Family Promise
- \_\_\_\_\_ Freedom Gate
- \_\_\_\_\_ Hope Rescue Mission
- \_\_\_\_\_ Mary's Shelter
- \_\_\_\_\_ MidPenn Legal Services
- \_\_\_\_\_ New Person Center
- \_\_\_\_\_ Opportunity House
- \_\_\_\_\_ Service Access Management
- \_\_\_\_\_ The Salvation Army in Reading
- \_\_\_\_\_ The YMCA of Reading and Berks County

**NONE**(Initial here for none the agencies listed above): \_\_\_\_\_ Initial: \_\_\_\_\_

**I have received information contained in the ServicePoint Privacy Notice; it has been explained to me and I have had the opportunity to ask questions about it.**

\_\_\_\_\_  
\*Client Signature

\_\_\_\_\_  
Date

#### **For Staff Use only**

I, \_\_\_\_\_, certify that I have conveyed the information contained in the ServicePoint Privacy Notice to the individual named above; I have given the individual an opportunity to ask questions about the information and have provided clarifications as needed.

\_\_\_\_\_  
Staff/Witness

\_\_\_\_\_  
Date

*\*If no selection is made, client signature will provide release for All agencies mentioned on this form.*