

Santa Clara County Individual Agreements: HMIS End User and Assessor Agreement

The Santa Clara County Homeless Management Information System (“SCC HMIS”) is a shared database and software application which confidentially collects, uses, and shares client-level information related to homelessness in Santa Clara County. On behalf of the Santa Clara County Continuum of Care (“CoC”), SCC HMIS is administered by the County of Santa Clara (“County”) and Bitfocus, Inc. (“Bitfocus”) in a software application called Clarity Human Services (“Clarity”). Clients must consent to the collection, use, and release of their information, which helps the CoC to provide quality housing and services to homeless and low-income people.

Client information is collected in SCC HMIS and released to housing and services providers (each, a “Partner Agency,” and collectively, the “Partner Agencies”), which includes community-based organizations and government agencies. Partner Agencies use the information in SCC HMIS: to improve housing and services quality; to identify patterns and monitor trends over time; to conduct needs assessments and prioritize services for certain homeless and low-income subpopulations; to enhance inter-agency coordination; and to monitor and report on the delivery, impact, and quality of housing and services.

SCC HMIS follows the HMIS data standards established by the U.S. Department of Housing and Urban Development (“HUD”) in the most recent versions of HUD’s HMIS Data Standards Manual and HMIS Data Dictionary or other applicable publications. As a Partner Agency authorized agent or representative (an “SCC HMIS End User,” or simply an “End User”), you will play a critical role in collecting and entering valuable data and safeguarding client confidentiality.

As an End User, your responsibilities regarding SCC HMIS are as follows:

- 1)** I have read and understood, and I agree to comply with, the most recent versions of the SCC HMIS Security Plan (found in the HMIS Governance Agreement) and the SCC HMIS Standard Operating Procedures.
- 2)** I have read and understood, and I agree to comply with, the SCC HMIS Privacy Statement.
- 3)** I understand that my HMIS user identification and password information are for my use only and must not be used by or shared with anyone other than me.
- 4)** I will keep my password information electronically and physically secure.
- 5)** I understand that the only individuals who may view or receive SCC HMIS client-level information are authorized Partner Agencies pursuant to the Santa Clara County HMIS Client Consent to Data Collection and Release of Information and the clients to whom the information pertains.
- 6)** I understand that the duties and responsibilities identified in this End User Agreement apply to all End Users of SCC HMIS, regardless of position, role, or authority.
- 7)** I will only view, obtain, disclose, or use the SCC HMIS information to perform my assigned duties on behalf of the Partner Agency named below.

8) I have verified that there is a copy of the SCC HMIS Privacy Statement posted at every workstation where I may be collecting SCC HMIS data.

9) If I am logged into SCC HMIS and must leave the workstation where the computer is located, I will log out of HMIS before I step away from the workstation.

10) I will keep all SCC HMIS information, whether in hard copy or electronic form, secure and confidential at all times, and when the information is no longer needed I will ensure that it is properly destroyed to maintain confidentiality.

11) If I notice or suspect a breach of SCC HMIS system security or client confidentiality standards, I will immediately notify the Partner Agency Technical Administrator and Security Officer.

12) I will not knowingly enter false or malicious information into SCC HMIS.

13) I understand that it is my responsibility to ensure that I am always using the most recent versions of SCC HMIS standard forms and workflow.

14) I will secure informed consent from each client from whom information is collected, and I have completed the SCC HMIS Client Consent Training within the last 12 months.

15) I will follow the standards and recommendations of the SCC HMIS Data Quality Plan found in the HMIS Governance Agreement, and I will always strive to ensure that the information recorded in SCC HMIS is current and accurate.

16) I understand that my HMIS user identification and password information will terminate upon a change in my employment status or when I no longer require HMIS to perform my assigned duties on behalf of the Partner Agency named below.

17) I will not use information recorded in SCC HMIS to discriminate against a client in housing or services directly or indirectly on the basis of race, ethnicity, ancestry, skin color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, age, familial status, genetic information, marital status, source of income, status as survivor of domestic violence, or disability.

18) As partners working toward common outcomes in a shared system, I will treat all SCC HMIS Partner Agencies and all SCC HMIS End Users with fairness, respect, and trust.

19) I have completed the SCC HMIS Client Consent Training within the last 12 months. I will attend a refresher training annually.

20) I have completed the HMIS General Training.

The County's coordinated entry system is a consistent, community-wide process that matches people experiencing homelessness to community resources that are the best fit for their situation and prioritizes those who are most vulnerable and at-risk for limited housing resources. Individuals and families experiencing homelessness complete a standard triage assessment tool (the VI-SPDAT) that considers the household's situation and identifies the best type of housing intervention to address their situation.

Permanent housing programs, including permanent supportive housing and rapid rehousing, fill spaces in their programs from a community queue of eligible and prioritized households generated from the standard assessment.

“Access Points” are locations where people experiencing homelessness can complete the assessment survey to participate in coordinated entry. An “Assessor” is any staff person or volunteer at an Access Point or any other location who participates in completing the VI-SPDAT with a client.

As an Assessor, you will play a critical role in ensuring that the coordinated entry system is accessible and equitable for all households that experience homelessness in the County. Your primary responsibilities will be to:

- Complete VI-SPDAT assessments with households that are currently experiencing homelessness.
- Collect and update contact information for households that you assess.

As an Assessor, your additional requirements and responsibilities are as follows:

1. I have completed VI-SPDAT Training provided by the Office of Supportive Housing.

2. I will uphold the confidentiality and privacy of the individuals and households that I assess, including:

a) Ensuring that they have a current and complete consent form uploaded in HMIS prior to conducting the VI-SPDAT.

b) Only entering types of information to which the individual/household has consented into HMIS (e.g., if the individual/household declined to share medical information, do not enter medical questions from the VI-SPDAT into HMIS).

c) Conducting the VI-SPDAT in a location and manner that protects the individual’s/household’s privacy as much as possible (e.g., a private or semi-private location, using low voices and/or background noise to limit others overhearing the conversation).

d) Encouraging individuals/households to answer all VI-SPDAT questions with one-word answers, and not requesting additional details for any question while I am conducting the VI-SPDAT.

e) Keeping all information that is shared with me during the course of conducting the VI-SPDAT confidential.

3. I will follow OrgCode and Office of Supportive Housing guidelines for conducting the VI-SPDAT, including:

a) I will not change the wording of VI-SPDAT questions until after they have been read once exactly as worded, and then only in order to clarify their meaning.

b) I will never change the wording of the abuse and trauma question.

c) I will not change the order of questions in the VI-SPDAT.

4. I will record answers to all VI-SPDAT questions as the individual/household answered them, whether or not I believe that the answer is accurate. I may clarify questions, but I will not encourage people to change their answers to fit my perspective of what the answer should be.

5. I will not use information disclosed during the VI-SPDAT assessment to exclude people from receiving other services at my organization.

6. When possible, I will check HMIS prior to conducting a VI-SPDAT to avoid subjecting an individual or household to duplicate VI-SPDATs when it is not necessary.

7. I will complete additional VI-SPDATs for individuals/households that already have them only in any of the following circumstances:

a) When it has been at least one year since the date of the most recent VI-SPDAT.

b) When the individual's/household's circumstances have changed significantly, such that the score is likely to have changed.

c) When a new VI-SPDAT assessment has been approved by the Office of Supportive Housing.

8. I have read and understand the Coordinated Assessment FAQs and Introductory Script and will use them to guide my communication about coordinated entry and the VI-SPDAT.

9. I will do my best to collect thorough and accurate contact and location information for each individual/household that I assess, and will update contact and location information when feasible.

By signing below, I affirm that I understand and agree to comply with each statement listed above.

HMIS SCC End User Signature: _____

Date: ____ / ____ / ____