

Greater Virginia Peninsula Continuum of Care Council Task Force on Homelessness HMIS Policies and Procedures

Table of Contents

1. Definitions	2
2. HMIS Structure	2
3. Data Collection	3
4. Implementing HMIS	3
a. Agency Agreement	4
b. User Agreement	8
c. Security Policy	10
d. Release of Information	12
e. Privacy Notice	14
f. Client Privacy Statement	18

Definitions

HMIS – Homeless Management Information System. An HMIS is a computerized data collection tool used by communities to collect ongoing data on persons who are homeless or receive assistance from the community.

HMIS Administrator – The person(s) in charge of training and reporting on the HMIS to the Continuum of Care and participating agencies.

HMIS User – A person from a participating agency that has been fully trained by the HMIS Administrator. This person is charged with the responsibility to ensure that all data is accounted for and accurate. The quality of this person's data entry is provided by the HMIS Administrator.

ShelterLink – The program at The Planning Council that oversees and implements HMIS.

ServicePoint – The HMIS software that is currently used. A web-based HMIS that is licensed from Bowman Systems, LLC.

Participating Agency – Any agency within the CoC that has an agency agreement and a license to use HMIS.

Client – Any person who is, has been, or will be entered into HMIS.

HMIS Structure

Continuum of Care (CoC) – The CoC is made up of 6 jurisdictions. These include: City of Hampton, City Newport News, City of Poquoson, City of Williamsburg, James City County and York County. The official CoC name for federal and state purposes is known as the Greater Virginia Peninsula Continuum of Care Council (GVPCCC).

HMIS Solution – The vendor supplying the HMIS solution is Bowman Systems, located in Shreveport, Louisiana. The organization that manages and provides technical assistance for the GVPCCC HMIS is The Planning Council, located in Norfolk, Virginia.

Participating Agency – Any agency within the CoC may participate in HMIS. Participating agencies are required to have an Agency Agreement signed by their Executive Director and the President of The Planning Council. In addition to the Agency Agreement, all participating agencies are required to have a representative at the HMIS Sub-committee meeting each month.

Agency Users – HMIS users are required to sign a User Agreement form at the time of their formal training.

HMIS Subcommittee Meeting – The HMIS Subcommittee will meet either before or after the GVPCCC Task Force on Homelessness meeting. These dates and times are subject to change. Agency Users will be notified prior to the meeting of any schedule change.

Data Collection

HUD Required Universal Data Elements – These are fields in HMIS that must be answered by any and all Clients that are entered into HMIS. These elements are not negotiable for specific programs, although, more can be added per agency. The following is a list of the data elements that need to be answered. If anyone has questions, that person may refer to the HUD HMIS Data Standards or they may contact a HMIS Administrator for clarification.

1. Name
2. Social Security Number
3. Date of Birth
4. Race
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Residence Prior to Program Entry
10. Length of Stay in Prior Residence
11. Zip Code of Last Permanent Address
12. Housing Status
13. Program Entry Date
14. Program Exit Date

Implementing HMIS

Agency Agreements – Every participating agency must have their Executive Director read, agree, and sign an Agency Agreement. Before any training may take place, a signed Agency Agreement must be presented to the HMIS Administrator. If an agency wishes to join HMIS, they need to contact the HMIS Administrator to start the process of getting Agency and User Agreements signed.

ShelterLink Agency Partner Agreement

ShelterLink ServicePoint is a Client information system that provides a standardized assessment of consumer needs, creates individualized service plans, and records the use of housing and services. Communities can use the aggregated data to determine the utilization of services of participating agencies, identify gaps in the local service continuum, and develop outcome measures.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth for a ServicePoint account for the agency.

In this Agreement, "Partner Agency" is an agency participating in ServicePoint, "Client" is a consumer of services, and "Agency" is the agency named in this agreement.

I. Confidentiality

The Partner Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the agency shall only release Client records with written consent by the Client, unless otherwise provided for in the regulation.

- A. The Partner Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules 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 as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Partner Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients. A copy of 42 CFR Part 2 can be found at http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr2_02.html.
- B. The Partner Agency shall provide a verbal explanation of the ServicePoint database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
- C. The Partner Agency agrees not to release any confidential information received from the ServicePoint database to any organization or individual without proper Client consent.
- D. The Partner Agency shall maintain appropriate documentation of Client consent to participate in the ServicePoint database.
- E. The Partner Agency shall ensure that all staff, volunteers, and other persons issued a User ID and passwords for ServicePoint receive basic confidentiality training.

- F. The Partner Agency understands that the Client data will be encrypted at the server level using encryption technology.
- G. The Partner Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located with ServicePoint's server at Bowman Internet Systems Inc., 400 Travis Street, Suite 1900, Shreveport, LA 71101.
- H. The Partner Agency shall not be denied access to Client data entered by the Partner Agency. Partner Agencies are bound by all restrictions placed upon the data by the Client of any Partner Agency. The Agency shall diligently record in the ServicePoint system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.
- I. If this Agreement is terminated, ShelterLink and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency. This use is subject to any restrictions requested by the Client.
- J. The Agency will utilize the ServicePoint Client Consent/Information Release form for all Clients providing information for the ServicePoint database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the ServicePoint database and authorizes information sharing with ServicePoint Partner Agencies as to the extent allowed by the Client. If the Client does not sign the Client Consent Information Release Form, the Client data may still be entered into ServicePoint, but is not to be shared outside of the agency providing the service.
- K. If a Client withdraws consent for Release of Information, the Partner Agency remains responsible to ensure that Client's information is unavailable to all other Partner Agencies.
- L. The Partner Agency shall keep signed copies of the Client Consent Form/Information Release forms for ServicePoint for a period of three years after the last date of Client service.
- M. ShelterLink ServicePoint does not require or imply that services must be contingent upon a Client's participation in the ServicePoint database. Services should be provided to Clients regardless of ServicePoint participation provided the Clients would otherwise be eligible for the services.

II. ServicePoint Use and Data Entry

- A. The Partner Agency shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics. Modifications to the User Policy, Responsibility Statement & Code of Ethics may be modified as needed for the purpose of the smooth and efficient operation of the ServicePoint system. ShelterLink ServicePoint will announce approved modifications in a timely manner via email and NewsFlash in ServicePoint.
 - 1. The Partner Agency shall only enter individuals in the ServicePoint database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the ServicePoint database by entering known, inaccurate information.
 - 2. The Partner Agency shall use Client information in the ServicePoint database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- B. The Partner Agency shall consistently enter information into the ServicePoint database and will strive for real-time, or close to real-time data entry.
- C. The Partner Agency will not alter information in the ServicePoint database that is entered by another agency with known, inaccurate information. (I.e. agency will not purposefully enter inaccurate information to over-ride information entered by another agency). If the Partner Agency discovers inaccurate information entered by another agency, the Partner Agency will contact the HMIS Administrator to correct the inaccurate information.
- D. The Partner Agency shall not include profanity or offensive language in the ServicePoint database.
- E. The Partner Agency shall utilize the ServicePoint database for business purposes only.
- F. ShelterLink ServicePoint will provide initial training and periodic updates to that training to select agency staff on the use of the ServicePoint software.
- G. ShelterLink ServicePoint will be available for technical assistance within reason (i.e. troubleshooting and report generation) related to software operating issues.
- H. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- I. The Partner Agency shall not use the ServicePoint database with intent to defraud federal, state or local government, individuals or entities, or to conduct any illegal activity.

- J. The Partner Agency shall immediately notify the HMIS Administrator of any status changes for Agency HMIS users to ensure the timely activation or deactivation of user accounts.

III. Reports

- A. The Agency shall retain access to identifying and statistical data on the individual Clients it serves.
- B. The Partner Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.
- C. ShelterLink ServicePoint may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.
- D. ShelterLink ServicePoint will use only unidentified, aggregate ServicePoint data for advising homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.

IV. Proprietary Rights of Bowman Internet Systems

- A. The Partner Agency shall not give or share assigned passwords and access codes of the ServicePoint database with any other Agency, Business, or individual.
- B. The Partner Agency shall not cause corruption of the ServicePoint database in any manner.

V. Terms and Conditions

- A. Neither ShelterLink ServicePoint nor the Partner Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- B. This agreement shall be in force until revoked in writing by either party provided funding is available.
- C. This agreement may be terminated by either party with 30 days written notice.

Licenses - Agency Directors and/or Supervisors dictate who their users will be. HMIS Administrators have the ability to move, delete, and purchase (at the agency's expense) licenses. A part of the agreement states that licenses are on a per person (user) basis. Therefore, HMIS Users may never share or disclose their passwords, not even to the HMIS Administrator. Agency Directors and/or Supervisors are required to report to the HMIS Administrators on any changes needed for user privileges. Failure to uphold the User Agreement is grounds for the immediate termination of the user from using the ServicePoint system.

ShelterLink User Policy, Responsibility Statement, & Code of Ethics

User Policy

Partner Agencies shall share information for provision of services to homeless persons through a networked infrastructure that establishes electronic communication among the Partner Agencies.

Partner Agencies shall at all times have rights to the data pertaining to their Clients that was created or entered by them in the ServicePoint system. Partner Agencies shall be bound by all restrictions imposed by Clients pertaining to the use of personal data that they do not formally release.

It is a Client's decision about which information, if any, entered into the ServicePoint system shall be shared and with which Partner Agencies. The ServicePoint Client Consent/Release of Information shall be signed if the Client agrees to share information with Partner Agencies.

Minimum data entry on each consenting Client will include:

- All programs are required to complete the HUD Required Universal Data Elements in the HUD 40118 (HUD APR) Assessment.
- Programs funded by HUD Continuum of Care Homeless Assistance will enter HUD Required Program-Specific Data Elements.

To the greatest extent possible, data necessary for the development of aggregate reports of the homeless services, including services needed, services provided, referrals, and Client goals and outcomes should be entered into the system.

User Responsibility

Your user ID and password give you access to the ServicePoint system. Initial each item below to indicate your understanding and acceptance of the proper use of your user ID and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from the ServicePoint system.

1. My user ID and password are for my use only and must not be shared with anyone.
2. I must take all reasonable means to keep my password physically secure.
3. I understand that the only individuals who can view information in the ServicePoint system are authorized users and the Clients to whom the information pertains.
4. I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
5. If I am logged into ServicePoint and must leave the work area where the computer is located, ***I must log off of ServicePoint*** before leaving the work area.
6. A computer that has ServicePoint "open and running" shall never be left unattended.
7. Failure to log off ServicePoint appropriately may result in a breach in Client confidentiality and system security.
8. Hard copies of ServicePoint information must be kept in a locked file.
9. When hard copies of ServicePoint information are no longer needed, they must be properly destroyed to maintain confidentiality.

10. If I notice or suspect a security breach, I must immediately notify the HMIS Administrator (ShelterLink).

User Code of Ethics

- A. ServicePoint users must treat Partner Agencies with respect, fairness, and good faith.
 - B. Each ServicePoint user should maintain high standards of professional conduct in his or her capacity as a ServicePoint user.
 - C. The ServicePoint user has primary responsibility for his/her Client(s).
 - D. ServicePoint users have the responsibility to relate to the Clients of other Partner Agencies with full professional consideration.
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Technological Requirement for Participating Agencies – All participating agencies must adhere to these requirements where ever HMIS will be accessed.

ShelterLink HMIS Security Policy

Purpose: This document is designed to establish security standards for participating agencies within the ShelterLink HMIS system. The following requirements and recommendations are based on the Security Standards as defined in the HUD HMIS Data and Technical Standards Revised Draft Notice of July, 2009. A goal of ShelterLink is to support and assist agencies in meeting these requirements.

Security Standards: The ShelterLink Security Standards are divided into two sections. Security Requirements are minimum standards with which all HMIS participating agencies must comply. Additional Security Recommendations are best practices recommended by the ShelterLink HMIS Administrator. The security standards include both technology solutions and protocols for staff use of technology.

Security Audit: The ShelterLink HMIS Administrator will conduct a security audit to document compliance with the security requirements. The ShelterLink HMIS Administrator will work with agencies to assess and overcome any identified barriers to security compliance.

Security Requirements

Action	Definition
1. Applicability	HMIS Security Requirements apply to all networked computers at HMIS participating agencies as well as all non-networked computers that are used by HMIS participating agencies to access HMIS software. The Security Requirements specifically apply to: <ul style="list-style-type: none">a. All computers connected to the agency's networkb. All computers that access the agency's network via Virtual Private Network (VPN)c. All other computers, such as employee or volunteer owned computers, used to access HMIS over the Internet
2. Passwords	Computers must be secured by a user password at computer login. Computer passwords and HMIS software passwords must meet the following minimum criteria: <ul style="list-style-type: none">a. Passwords must contain at least 1 number and 1 letter.b. Written information pertaining to passwords must not be displayed in any publicly accessible location. Password recording must be disabled at each computer. (Do not use the "Remember Password" feature of applications.)
3. Anti-virus	All computers must have anti-virus software installed. <ul style="list-style-type: none">a. Anti-virus software must be updated regularly.
4. Firewall	All computers must be protected by a firewall.
5. System Updates	All computers must be regularly updated for protection against security threats and must have the latest service packs installed.
6. Computer Locking	Computers must be locked when unstaffed to prevent unauthorized access to the HMIS. Computers must be secured via locking screensavers or by logging off.
7. Anti-spyware	All computers must have anti-spyware/anti-malware software installed. <ul style="list-style-type: none">a. Anti-spyware/anti-malware software must be updated regularly.
8. Digital Certificates	All computers must be identified by HMIS through the use of a locally installed digital certificate employing standard Public Key Infrastructure technology.
9. Wireless Access	All wireless LAN devices must utilize WPA or WPA2 security protocols and strong

- Points (WAP)** passwords of at least 14 random characters or must utilize a corporate-approved Virtual Private Network (VPN) configured to drop all unauthenticated and unencrypted traffic.
- 10 Electronic Data Storage** All HMIS data is classified as confidential and must be handled discreetly.
- a. Electronic copies shall be stored only on an encrypted device where a password is required to access the data.
 - b. Electronic copies shall be stored only where the appropriate staff can access the data.

Additional Security Recommendations

- | Action | Definition |
|---------------------------------------|---|
| 1. Computer and HMIS Passwords | <p>Computer passwords should routinely change at a rate of no less than three times a year.</p> <ol style="list-style-type: none"> a. Computer and HMIS passwords within an agency department should be changed immediately upon personnel changes within that department. b. HMIS software user passwords should be different from users' passwords for other non-HMIS accounts. c. HMIS software passwords should not be disclosed to anyone else. All passwords should be treated as sensitive, confidential information. Follow these precautions: <ul style="list-style-type: none"> • Do not reveal a password over the phone to anyone • Do not reveal a password in an email message • Do not reveal a password to the boss • Do not talk about a password in front of others • Do not hint at the format of a password (e.g., "my family name") • Do not reveal a password on questionnaires or security forms • Do not share a password with family members • Do not reveal a password to co-workers while on vacation • If someone demands a password, refer them to this document or have them contact the ShelterLink HMIS Administrator. |
| 2. Avoid Unsafe Behavior | <p>Computers used to access HMIS should never be used for downloading files offered through various file sharing services such as music sharing services, as such behavior increases the risk of contracting viruses or spyware/malware.</p> |

**ShelterLink
HMIS Client Consent Form
Authorization for Release of Information**

Agency Name _____ **Program Name** _____

Client Name _____

Dependent children, if any (first and last names and date of birth)

I know that this agency is part of the Peninsula ShelterLink HMIS (Homeless Management Information System.) The HMIS is a system that uses computers to collect information about homelessness in order to help pay for services to people who are homeless.

With this written consent, HMIS agencies that offer me services may enter, see, and update basic information about me and my children including name, social security number, gender, and birth date. No restricted information about my health, medical needs, mental health or domestic violence can be shared unless I sign a separate agreement.

Other agency staff members who have signed the HMIS confidentiality agreement will be allowed to see, enter, or use information kept in the HMIS system. This agency will never give information about a person to anyone outside this system without the person's written consent, or as required by law through a court order.

My decision to sign or not sign this consent document will not be used to deny outreach, shelter or housing services. I may revoke my consent at any time, in writing, and no **new** information will be shared. This consent will end three years from today

I have a right to see my HMIS record, ask for changes, and to have a copy of my record from this agency upon written request.

I authorize this agency to share my basic information with other agencies on the ShelterLink system.

I do not authorize this agency to share my basic information with other agencies on the ShelterLink system.

Client Signature

Date

Agency Witness

Date

Privacy Statement Requirements - A requirement for homeless service organizations participation in a Homeless Management Information System (HMIS) is the collection of Protected Personal Information (PPI) from Clients. Homeless service organizations must collect PPI by “lawful and fair means and, where appropriate, with the knowledge or consent of the individual.”

To meet this requirement, homeless service organizations must post a **Client Privacy Statement** at each intake desk that explains the reasons for collecting this information. A copy of the Client Privacy Statement must be posted on each participating agency's public website, if applicable. The posted statement refers to the **Notice of Privacy Practices** which should be given to all Clients. If your agency already has a privacy notice, please submit it to The Planning Council so that we may review it for compliance.

ShelterLink Peninsula PRIVACY NOTICE

Purpose of This Notice

ServicePoint is a centralized case management system that allows authorized participating agency personnel to collect Client data, produce statistical reports, and share information with select partner agencies if a signed "release of information" form is signed by the Client.

This notice tells you about how we use and disclose your private personal information. It tells you about your rights and our responsibilities to protect the privacy of your private personal information. It also tells you how to complain to us or the government if you believe that we have violated any of your rights or any of our responsibilities.

We are required by law to maintain the privacy of your private personal information. We must provide you with a copy of this notice and get your written acknowledgement of its receipt. We must follow the terms of this notice that are currently in effect.

We reserve the right to change this Notice at any time. This Notice is not a legal contract. If this notice is changed, a copy of the revised notice will be available upon request or posted at our location or on our website

Our Legal Duty

We are required by applicable federal and state law to maintain the privacy of your private personal information. We are also required to make this notice about our privacy practices, our legal duties, and your rights concerning your private personal information available upon request. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect immediately, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all private personal information that we maintain, including private personal information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and make the new notice available upon request.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

How We Use or Disclose Your Private Personal Information

To Provide Services

We will use private personal information about you to provide you with services. We may share this information with members of our staff or with others involved in your support.

For Administrative Operations

We may use or disclose your private personal information for operational purposes. For example, we may use your private personal information to evaluate our services, including the performance of our staff in caring for you. We may also use this information to learn how to continually improve the quality and effectiveness of the services that we provide to you.

Uses or Disclosures That Are Required or Permitted by Law

For Administrative Functions - We may use or disclose your protected personal information to carry out the administrative functions of our office.

Academic Research Purposes - We may use or disclose protected personal information to individuals performing academic research who have a formal relationship with ShelterLink.

Required by Law – We may use or disclose medical information about you when we are required to do so by law.

Public Health Activities – We may disclose private personal information about you if the HMIS user or developer, in good faith, believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Victims of Abuse, Neglect or Domestic Violence – We may disclose private personal information about you to a government agency if we believe you are the victim of abuse, neglect, or domestic violence.

Legal Activities – We may disclose private personal information about you in response to a court proceeding. We may also disclose private personal information about you in response to a subpoena or other legal process.

Disclosures for Law Enforcement Purposes – We may disclose private personal information about you to law enforcement officials for law enforcement purposes:

- As required by law.
- In response to a court order, subpoena or other legal proceeding.
- To identify or locate a suspect, fugitive, material witness or missing person.
- When information is requested about an actual or suspected victim of a crime.
- To report a death as a result of possible criminal conduct.
- To investigate allegations of misconduct that may have occurred on our premises
- To report a crime in emergency circumstances.

Funeral Directors, Coroners and Medical Examiners – We may disclose protected personal information about you as necessary to allow these individuals to carry out their responsibilities.

National Security and Intelligence – We may disclose protected personal information about you to authorized federal officials for national security and intelligence activities.

Protective Services for the President and Others – We may disclose protected personal information about you to authorized federal officials for the provision of protective services to the President of the United States or other foreign heads of state.

Uses or Disclosures That Require Your Authorization

Other uses and disclosures will be made only with your written authorization. You may cancel an authorization at any time by notifying our Complaint Officer in writing of your desire to cancel it. If you cancel an authorization it will not have any effect on information that we have already disclosed. Examples of uses or disclosures that may require your written authorization include the following:

1. A request to provide your private personal information to an attorney for use in a civil law suit.

Your Rights

The information contained in your record maintained by ShelterLink is the physical property of ShelterLink. The information in it belongs to you. You have the following rights:

Right to Request Restrictions – You have the right to ask us not to use or disclose your private personal information for a particular reason related to our services or our operations. That request must be made in writing to our Complaint Officer. We do not have to agree to your request. If we agree to your request, we must keep the agreement, except in the case of a medical emergency. Either you or ShelterLink can stop a restriction at any time.

Right to Inspect and Copy Your Protected Personal Information – You have the right to request to inspect and obtain a copy of your private personal information. You must submit your request in writing to our Complaint Officer. If you request a copy of the information or that we provide you with a summary of the information we may charge a fee for the costs of copying, summarizing and/or mailing it to you.

If we agree to your request we will tell you. We may deny your request under certain limited circumstances. If your request is denied, we will let you know in writing and you may be able to request a review of our denial.

Right to Request Amendments to Your Protected Personal Information – You have the right to request that we correct your private personal information. If you believe that any private personal information in your record is incorrect or that important information is missing, you must submit your request for an amendment in writing to our Complaint Officer.

We do not have to agree to your request. If we deny your request we will tell you why. You have the right to submit a statement disagreeing with our decision.

Right to an Accounting of Disclosures of Private Personal Information -You have the right to find out what disclosures of your private personal information have been made. The list of

disclosures is called an accounting. The accounting may be for up to six (6) years prior to the date on which you request the accounting, but cannot include disclosures before July 1, 2004.

We are not required to include disclosures for services, payment or operations or for National Security or Intelligence purposes, or to correctional institutions and law enforcement officials. The right to have an account may be temporarily suspended if it will impede the agency's activities. The notice of suspension should specify the time for which such a suspension is required. Requests for an accounting of disclosures must be submitted in writing to our Complaint Officer. You are entitled to one free accounting in any twelve (12) month period. We may charge you for the cost of providing additional accountings.

Right to Obtain a Copy of the Notice – You have the right to request and get a paper copy of this notice and any revisions we make to the notice at any time.

Complaints

You have the right to complain to us and to the United States Secretary of Housing and Urban Development if you believe we have violated your privacy rights. There is no risk in filing a complaint.

If you are concerned that we may have violated your privacy rights, you disagree with a decision we made about access to your private personal information or in response to a request you made to amend or restrict the use or disclosure of your private personal information, or have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed in this notice.

To file a complaint with us, contact by phone or by mail:

Complaint Officer: Julie Dixon, Program Administrator

The Planning Council
130 W. Plume Street
Norfolk, VA 23510
Phone (757) 622-9268

Questions and Information

If you have any questions or want more information about this Notice of Privacy Practices, please contact:

Julie Dixon, Program Administrator
The Planning Council
130 W. Plume Street
Norfolk, VA 23510
Phone (757) 622-9268

A written request for information is defined under the **Your Rights** section of this notice. Complaints or questions may be made by phone or in writing.

We support your right to protect the privacy of information. We will not retaliate in any way if you choose to file a complaint with us.

Client Privacy Statement
Homeless Management Information System

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 persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our Privacy Notice is available to all Clients upon request.