San Mateo County Clarity HMIS Privacy Policy

The County of San Mateo Human Services Agency (“HSA”) is working with other government agencies and community-based organizations (each, a “Partner Agency,” and collectively including HSA, the “Partner Agencies”) to operate a shared database and software application that confidentially collects, uses, and shares personal information related to homeless and safety net services in San Mateo County. The database is called the San Mateo County Homeless Management Information System Clarity database (“Clarity HMIS”), and the software application is called Clarity Human Services. Some examples of personal information that is shared in Clarity HMIS, include your name, birth date, gender, race, ethnicity, social security number, phone number, residence address, photo, and other similar identifying information, financial information, such as your employment status, income verification, public assistance payments or allowances, and CalFresh allotments, as well as medical, mental health, and drug/alcohol treatment information. This Privacy Policy (“Policy”) describes the privacy standards that apply to the personal information collected and stored in Clarity HMIS. These standards seek to protect the confidentiality of personal information while allowing for reasonable, responsible, and limited uses and disclosures of data.

This Policy defines the privacy standards that will be required of any Partner Agency that records, uses, or processes personally identifiable information (as defined below) of clients at-risk of or experiencing homelessness for Clarity HMIS. Partner Agencies must also comply with federal, state, and local laws that require additional confidentiality protections, where applicable. All Partner Agencies are listed in Exhibit A attached to this Policy.

This Policy recognizes the broad diversity of organizations that participate in Clarity HMIS, and the differing programmatic and organizational realities that may demand stricter standards for some activities. At a minimum, however, all organizations must meet the privacy standards described in this Policy. This approach provides a uniform floor of protection for clients at-risk of or experiencing homelessness with the possibility of additional protections for organizations with additional needs or capacities.

The following sections discuss Clarity HMIS privacy standards.

I. Clarity HMIS Privacy Policy: Definitions and Scope

i. *Personally Identifiable Information (PII):* Any information maintained by or for a Partner Agency about a client at-risk of or experiencing homelessness that: (1) identifies, either directly or indirectly, a specific individual; (2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or (3) can be linked with other available information to identify a specific individual.

ii. *Partner Agency:* Any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses, or processes PII on clients at-risk of or experiencing homelessness for Clarity HMIS. This definition includes both organizations that have direct access to Clarity HMIS, as well as those organizations that do not have direct access to Clarity HMIS, but that do record, use, or process PII.

iii. *Processing:* Any operation or set of operations performed on PII, whether or not by automated means, including but not limited to collection, maintenance, use, disclosure, transmission, and destruction of the information.

iv. *Clarity HMIS Uses and Disclosures:* The uses and disclosures of PII that are allowed by this Policy.

v. *Uses and Disclosures:* Uses are those activities internal to any given Partner Agency that involves interaction with PII, whereas disclosures are those activities in which a Partner Agency shares PII externally.

II. Applying Clarity HMIS Privacy Policy

This Policy applies to any Partner Agency that records, uses, or processes personally identifiable information (PII) for Clarity HMIS. All PII maintained by a Partner Agency is subject to these standards.

Any Partner Agency that is covered under the Health Insurance Portability and Accountability Act (“HIPAA”) is not required to comply with this Policy if the Partner Agency determines that a substantial portion of its PII from clients at-risk of or experiencing homelessness is protected health information as defined under the HIPAA Privacy Rule and the HIPAA Security Rule (collectively, “HIPAA Rules”). Exempting HIPAA-covered entities from this Policy avoids all possible conflicts between the HIPAA Rules and the privacy standards in this Policy.

This Policy gives precedence to the HIPAA Rules because:

1) The HIPAA Rules are more finely attuned to the requirements of the health care system;
2) The HIPAA Rules provide important privacy and security protections for protected health information; and
3) Requiring a homeless provider to comply with or reconcile two sets of rules would be an unreasonable burden.

It is possible that part of a Partner Agency's operations may be covered by this Policy while another part is covered by HIPAA. A Partner Agency that, because of organizational structure, legal requirement, or other reason, maintains personal information about a client at-risk of or experiencing homelessness that does not fall under this Policy (e.g., the information is subject to the HIPAA Rules) must describe that information in its privacy policy and explain the reason the information is not covered.

III. *Clarity HMIS Uses and Disclosures*

A Partner Agency may use or disclose PII collected in Clarity HMIS under the following circumstances:

- To provide or coordinate services to an individual;
- For functions related to payment or reimbursement for services;
- To carry out administrative functions, including but not limited to reporting, legal, audit, personnel, oversight and management functions
- For creating deidentified PII.

Partner Agencies, like other institutions that maintain personal information about individuals, have obligations that may transcend the privacy interests of clients. The following additional uses and disclosures recognize those obligations to use or share personal information by balancing competing interests in a responsible and limited way.

Uses and disclosures required by law. A Partner Agency may use or disclose PII when required by law to the extent that the use or disclosure complies with and is limited to the requirements of the law.

Uses and disclosures to avert a serious threat to health or safety. A Partner Agency may, consistent with applicable law, use or disclose PII if:

1) The Partner Agency, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and

2) The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.

Uses and disclosures about victims of abuse, neglect or domestic violence. A Partner Agency may disclose PII about an individual whom the Partner Agency reasonably believes to be a victim of abuse, neglect or domestic violence to a government authority (including a social service or protective services organization) authorized by law to receive reports of abuse, neglect or domestic violence under the following circumstances:

1) Where the 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 the Partner Agency believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or 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 PII for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.

A Partner Agency that makes a permitted disclosure about victims of abuse, neglect or domestic violence must promptly inform the individual that a disclosure has been or will be made, except if:

1) The Partner Agency, in the exercise of professional judgment, believes informing the individual would place the individual at risk of serious harm; or
2) The Partner Agency would be informing a personal representative (such as a family member or friend), and the Partner Agency reasonably believes the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as determined by the Partner Agency, in the exercise of professional judgment.

Uses and disclosures for academic research purposes. A Partner Agency may use or disclose PII for academic research conducted by an individual or institution that has a formal relationship with the Partner Agency if the research is conducted either:

- 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 program administrator (other than the individual conducting the research) designated by the Partner Agency; or
- By an institution for use in a research project conducted under a written research agreement approved in writing by a program administrator designated by the Partner Agency.

A written research agreement must:

1) Establish rules and limitations for the processing and security of PII in the course of the research;
2) Provide for the return or proper disposal of all PII at the conclusion of the research;
3) Restrict additional use or disclosure of PII, except where required by law; and
4) Require that the recipient of data formally agree to comply with all terms and conditions of the agreement.

A written research agreement is not a substitute for approval of a research project by an Institutional Review Board, Privacy Board, or other applicable human subjects protection institution.

Disclosures for law enforcement purposes. A Partner Agency may, consistent with applicable law and standards of ethical conduct, disclose PII for a law enforcement purpose to a law enforcement official under any of the following circumstances:

- In response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena;
- If the law enforcement official makes a written request for protected personal information that:
    - Is signed by a supervisory official of the law enforcement organization seeking the PII;
    - States that the information is relevant and material to a legitimate law enforcement investigation;
    - Identifies the PII sought;
    - Is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and
    - States that de-identified information could not be used to accomplish the purpose of the disclosure.
- If the Partner Agency believes in good faith that the PII constitutes evidence of criminal conduct that occurred on the premises of the Partner Agency;

- In response to a verbal request for the purpose of identifying or locating a suspect, fugitive, material witness or missing person and the PII disclosed consists only of name, address, date of birth, place of birth, Social Security Number, and distinguishing physical characteristics; or
- If the official is an authorized federal official seeking PII for the provision of protective services to the President or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C. 871 and 879 (threats against the President and others); and 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.

IV. Privacy Requirements

All Partner Agencies must comply with the privacy requirements described in this Policy with respect to:

1) Data collection limitations;
2) Data quality;
3) Purpose and use limitations;
4) Openness;
5) Access and correction; and
6) Accountability.

A Partner Agency must comply with federal, state, and local laws that require additional confidentiality protections. All additional protections must be described in the Partner Agency's privacy policy. A Partner Agency must comply with all privacy protections in this Notice and with all additional privacy protections included in its privacy notice, where applicable.

A Partner Agency may maintain a common data storage medium with another organization (including but not limited to another Partner Agency) that includes the sharing of PII. When PII is shared between organizations, responsibilities for privacy may reasonably be allocated between the organizations. Organizations sharing a common data storage medium and PII may adopt differing privacy policies as they deem appropriate, administratively feasible, and consistent with this Policy, which allows for the de-duplication of clients at-risk of or experiencing homelessness at HSA's level.

V. Collection Limitation

A Partner Agency may collect PII only when appropriate for the purposes for which the information is obtained or when required by law. A Partner Agency must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. A Partner Agency must post the San Mateo County Clarity HMIS Privacy Notice ("Notice") at each building that provides direct services. If services are being provided by phone, the Partner Agency will offer to read the Notice and also will make efforts to provide a written copy of the Notice via mail or other means. A copy of the Clarity HMIS Privacy Policy must be made available to clients upon request. Consent of the individual for data collection may be assumed when the Notice is properly displayed according to this Policy.

VI. Data Quality

PII collected by a Partner Agency must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, PII should be accurate, complete, and timely. A Partner Agency must develop and implement a plan to dispose of, or remove identifiers from, PII that is not in current use seven years after the PII was created or last changed (unless a statutory, regulatory, contractual, or other requirement mandates longer retention).

VII. Purpose Specification and Use Limitation

A Partner Agency may use or disclose PII only if the use or disclosure is allowed by this Policy. A Partner Agency may assume consent for all uses and disclosures specified in this Policy and for uses and disclosures determined by the Partner Agency to be compatible with those specified in this Policy. This Policy limits the disclosure of PII to the minimum necessary to accomplish the purpose of the disclosure. Uses and disclosures not specified in this Policy can be made only with the consent of the client or when required by law.

A Partner Agency processing PII for the purposes of Clarity HMIS will agree to additional restrictions on the use or disclosure of the client's PII at the request of the client, where it is reasonable to do so. This can include, but is not limited to, entering client PII into Clarity HMIS so that it is not shared with any other Partner Agency.

VIII. Transparency

A Partner Agency must adhere to this Policy describing its practices for the processing of PII and must provide a copy of this Policy to any individual who requests it. HSA will also post the current version of

this Policy on the San Mateo County Center on Homelessness web page. The Notice confirms that the Policy will also be made available to any client upon request.

This Policy may be amended at any time and amendments may affect PII obtained by a Partner Agency before the date of the change. An amendment to this Policy regarding use or disclosure will be effective with respect to information processed before the amendment, unless otherwise stated.

Unless otherwise legally exempted from doing so, Partner Agencies are obligated to provide reasonable accommodations for persons with disabilities throughout the data collection process. This may include, but is not limited to, providing qualified sign language interpreters, readers or materials in accessible formats such as Braille, audio, or large type, as needed by the individual with a disability. See 24 CFR § 8.6; 28 CFR § 36.303.

In addition, Partner Agencies that are recipients of federal financial assistance shall provide required information in languages other than English that are common in the community, if speakers of these languages are found in significant numbers and come into frequent contact with the program. *See HUD 2021 – 2026 Language Access Plan*.

IX. Access and Correction

In general, a Partner Agency must allow an individual to inspect and to have a copy of any PII about the individual. A Partner Agency must offer to explain any information that the individual may not understand. A Partner Agency must consider any request by an individual for correction of inaccurate or incomplete PII pertaining to the individual. A Partner Agency is not required to remove any information but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

A Partner Agency may reserve the ability to rely on the following reasons for denying an individual inspection or copying of the individual's PII:

1) Information compiled in reasonable anticipation of litigation or comparable proceedings;
2) Information about another individual;
3) Information obtained under a promise of confidentiality (other than a promise from a health care or homeless provider) if disclosure would reveal the source of the information; or

4) Information, the disclosure of which would be reasonably likely to endanger the life or physical safety of any individual.

A Partner Agency can reject repeated requests for access or correction. A Partner Agency that denies an individual's request for access or correction must explain the reason for the denial to the individual and must include documentation of the request and the reason for the denial as part of the PII about the individual.

X. Contact for Questions or Grievance

If a client has a concern, question, or grievance about this Policy, a Partner Agency can provide the contact information for the San Mateo County Human Services Agency Center on Homelessness as listed below

San Mateo County Human Services Agency
ATTN: Center on Homelessness Clarity Data Officer
500 County Center
Redwood City, CA 94063

650-802-7656

HSA_Homeless_Programs@smcgov.org

XI. Partner Agency Confidentiality Agreements

A Partner Agency must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign a confidentiality agreement that acknowledges receipt of a copy of this Policy and that pledges to comply with this Policy.

Attachment A: List of Partner Agencies

Partner Agencies		
Abode Services	Human Investment Project (HIP Housing)	San Mateo County Executive's Office
Alta Housing	Institute on Aging	San Mateo County Health System, Aging and Disability Services
Bitfocus, Inc.	LifeMoves	San Mateo County Health System, Behavioral Health and Recovery Services
Caminar	Mateo Lodge	San Mateo County Health System, Correctional Health Services
City of Daly City	Mental Health Association of San Mateo County	San Mateo County Health System, Public Health, Policy and Planning (PHPP)
City of San Mateo	Mercy Housing	San Mateo County Human Services Agency
City of Redwood City: Fair Oaks Community Center	Mid-Pen Housing	Social Solutions
Coastside Hope	Nation's Finest (formerly known as Next Step Center, Veterans Resource Center of America)	StarVista
Daly City Partnership/Daly City Community Services Center	Pacifica Resource Center	State of California Business Consumer Services and Housing Agency (BCSH)
Downtown Streets Team	Puente de la Costa Sur	Street Life Ministries
Episcopal Community Services (ECS)	Retraining the Village	Telecare
Equitable Social Solutions	Samaritan House	VA Palo Alto Health Care System (VAPAHCS)
Healthcare in Action (HIA)	San Francisco VA Health Care (SFVA)	YMCA Community Resource Center
Health Plan of San Mateo (HPSM)	San Mateo County Department of Housing	WeHOPE
Housing Authority of the County of San Mateo		