MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF
HOMELESS ADULT AND FAMILY MULTI-DISCIPLINARY PERSONNEL TEAM

This Memorandum of Understanding (MOU) is entered into by Orange County Social Services Agency (SSA), Orange County Health Care Agency (HCA), Orange County Office of Care Coordination (OCC), Orange County Community Resources (OCCR), Orange County Information Technology (OCIT), Orange County Sheriff-Coroner Department (OCSD), Orange County Probation Department (Probation), and Orange County Public Works (OCPW). All of the above are departments or agencies of the County of Orange (County), and may be referred to hereinafter collectively as “AGENCIES” or individually as “AGENCY.”

This MOU defines the roles and responsibilities of the AGENCIES and sets forth the guidelines for the establishment of Homeless Adult and Family Multi-Disciplinary Personnel Teams (HAF-MDPT) and will serve as the protocol for HAF-MDPT for the County.

The relationship between the AGENCIES, with regard to this MOU, is based upon the following principles, all of which are agreed to by the AGENCIES:

1. This MOU is established to further the interests of the County, in a collaborative effort, in accordance with State of California (State) Assembly Bill 210 (AB 210), effective January 1, 2018.

2. The sharing of information pursuant to this MOU is authorized by California Welfare and Institutions Code (WIC) section1 18999.8 and is specifically intended to apply to the sharing of confidential information by the AGENCIES with the members of the HAF-MDPT and their designees.

1 Unless otherwise stated, all references to “section” herein shall refer to sections of the WIC.
3. The goal of this MOU is to facilitate the expedited identification, assessment, and linkage of homeless individuals to housing and supportive services within the County, and to allow the AGENCIES to share certain confidential information with the members of the HAF-MDPT, and their designees, for the purpose of coordinating housing and supportive services to ensure continuity of care and reduce duplication of services.

4. All the information that the AGENCIES share with members of the HAF-MDPT and their designees must be consistent with the parameters set forth in section 18999.8 and cannot be further disclosed by HAF-MDPT unless authorized by section 18999.8 and/or applicable State or federal law.

5. This MOU sets forth the guidelines authorized by AGENCIES' Directors for their respective employees to serve as members on the HAF-MDPT.

6. This MOU is operative only upon approval by the Orange County Board of Supervisors (Board), as required by section 18999.8(a).
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1. **TERM**

   The term of this MOU shall be effective upon execution of all signatures and remain in effect continuously, unless terminated earlier pursuant to the provisions of Section 11 of this MOU; however, the AGENCIES shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to reporting and confidentiality.

2. **PURPOSE AND GOAL**

   2.1 The purpose of this MOU is to:

      2.1.1 Provide the framework for the AGENCIES to share certain confidential information with the members of the HAF-MDPT, and their designees, as authorized by and within the parameters set forth in section 18999.8;

      2.1.2 Create a platform that allows for integration of services provided by the AGENCIES and for the exchange of information between AGENCIES and the members of the HAF-MDPT, and their designees; and

      2.1.3 Serve as the protocol for HAF-MDPT for the County pursuant to section 18999.8(e).

   2.2 The goal of this MOU is to:

      2.2.1 Reduce duplication of efforts and services by the AGENCIES;

      2.2.2 Expedite the identification, assessment, and linkage of homeless individuals and families to housing and supportive services within the County;

      2.2.3 Allow the AGENCIES to share certain confidential information for the purpose of coordinating housing and supportive services to ensure continuity of care;

      2.2.4 Improve the quality of care and outcomes for homeless individuals and families;

      2.2.5 Maximize access to and usage of appropriate federal and State services
and benefits;

2.2.6 Increase efficiency of processes and services; and

2.2.7 Reduce recidivism and more effectively serve high utilizers of services.

3. DEFINITIONS

3.1 Designee (as used in connection with HAF-MDPT): Person(s) the HAF-MDPT designate to be a member of the HAF-MDPT for a particular case and who is (are) qualified pursuant to WIC Section 18999.8(b)(2).

3.2 Homeless: Any recorded instance of an adult or family self-identifying as homeless within the most recent twelve (12) months, or any element contained in service utilization records indicating that an adult or family experienced homelessness within the most recent twelve (12) months.

3.3 HAF-MDPT: A team of two (2) or more persons who are trained in the identification and treatment of homeless adults and families, and who are qualified to provide a broad range of services related to homelessness. The team may include, but shall not be limited to, the following:

3.3.1 Mental health and substance abuse services personnel and practitioners or other trained counseling personnel;

3.3.2 Police officers, probation officers, or other law enforcement agents;

3.3.3 Legal counsel for the adult or family representing them in a criminal matter;

3.3.4 Medical personnel with sufficient training to provide health services;

3.3.5 Social services workers with experience or training in the provision of services to homeless adults or families or funding and eligibility for services;

3.3.6 Veterans services providers and counselors;

3.3.7 Domestic violence victim service organizations, as defined in subdivision (b) of Section 1037.1 of the Evidence Code;
3.3.8 Any public or private school teacher, administrative officer, or certified pupil personnel employee; and

3.3.9 Housing or homeless services provider agencies and designated personnel.

3.4 **Homeless Services Provider Agency (HSPA):** Any governmental or other agency that has as one of its purposes the identification, assessment, and linkage of housing or supportive services to homeless adults or families. The homeless services provider agencies serving adults or families that may share information under this section include, but are not limited to, the following entities or service agencies:

3.4.1 Social services;

3.4.2 Health services;

3.4.3 Mental/behavioral health services;

3.4.4 Substance abuse services;

3.4.5 Probation;

3.4.6 Law enforcement;

3.4.7 Legal counsel for the adult or family representing them in a criminal matter;

3.4.8 Veterans services and counseling;

3.4.9 Domestic violence victim service organizations, as defined in subdivision (b) of Section 1037.1 of the Evidence Code;

3.4.10 Schools;

3.4.11 Homeless services; and

3.4.12 Housing.

4. **POPULATION TO BE SERVED**

4.1 The HAF-MDPT will facilitate the expedited identification, assessment, and linkage of homeless individuals and families to housing and supportive services
within the County.

4.2 The AGENCIES will disclose certain confidential information to members of the HAF-MDPT, and their designees, for the purpose of coordinating housing and supportive services to ensure continuity of care to homeless individuals and families.

5. **HAF-MDPT ROLE AND RESPONSIBILITIES**

5.1 **Information Sharing**

5.1.1 Pursuant to section 18999.8(c)(1), the members of the HAF-MDPT, and their designees, may disclose to, and exchange with, one another information that may be designated as confidential under State law, if the member of the HAF-MDPT having that information reasonably believes it is generally relevant to the identification, reduction, or elimination of homelessness or the provision of services.

5.1.2 Members of the HAF-MDPT, and their designees, may share or disclose the information they receive from the AGENCIES amongst and to each other in person, telephonically, via facsimile, or electronically, if there is adequate verification of the identity of the member(s) of the HAF-MDPT who is/are involved in that exchange or disclosure of information.

5.2 **Confidentiality of Information Received from the AGENCIES**

5.2.1 Members of the HAF-MDPT, and their designees, may not disclose any confidential information or writings they receive from the AGENCIES to any person who is not a member of the HAF-MDPT, except to the extent required or permitted under applicable law. For sake of clarity any person, referenced above, includes the AGENCIES, their staff, any other County department, and any other person or entity.

5.2.2 In accordance with section 18999.8(c)(1), any discussion relative to the disclosure or exchange of information during a HAF-MDPT meeting is
confidential and, notwithstanding any other law, testimony concerning that discussion is not admissible in any criminal, civil, or juvenile court proceeding.

5.2.3 The information and writings received by members of the HAF-MDPT, and their designees, from the AGENCIES, pursuant to this MOU, shall be deemed private and confidential and shall be protected from discovery and disclosure by all applicable statutory and common law protections.

5.2.4 In accordance with section 18999.8(f), every member of the HAF-MDPT, and their designees, who receives information pursuant to this MOU in his or her capacity as a member of the HAF-MDPT shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person/AGENCY disclosing the information, and shall maintain the information in a manner that ensures the maximum protection of privacy and confidentiality rights of the person to whom the information pertains. The following confidentiality standards apply to the information received by the members of the HAF-MDPT and their designees:

5.2.5 Members of the HAF-MDPT, and their designees, shall maintain confidentiality of all information they receive from SSA pursuant to WIC Sections 827 and 10850-10853, the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP), Division 19-000 (http://www.cdss.ca.gov/ord/entres/getinfo/pdf/cws8.pdf), and all other provisions of law and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

5.2.6 Members of the HAF-MDPT, and their designees, shall maintain confidentiality of all information they receive from HCA pursuant to
Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 Code of Federal Regulations (CFR) Part 160, 162, and 164 (HIPAA), WIC 5328 et seq., California Civil Code section 56 et seq., and any other law that may apply to maintaining the confidentiality of the information received.

5.2.7 Members of the HAF-MDPT, and their designee, shall maintain confidentiality of all Criminal Offender Record Information (CORI), Probation Records, and Juvenile Records they receive from the OCSD, Probation, or any other law enforcement agency, pursuant to Penal Code (PC) Sections 11105, 1205.03, 1205.10 and 13300 and/or WIC 827, 827.1. Unauthorized disclosure of CORI or Juvenile Records obtained from OCSD or Probation pursuant to this MOU may be subject to criminal action pursuant to PC § 11142 and/or WIC 827(b)(2)(C).

5.2.8 Members of the HAF-MDPT, including designees, shall maintain the confidentiality and privacy of all information they receive from the AGENCIES under all applicable state and federal laws.

5.3 Use of Shared Information

5.3.1 Members of the HAF-MDPT, and their designees, shall use the information shared pursuant to this MOU only to:

5.3.1.1 Facilitate the identification and assessment of homeless adults, youth, and families and their linkage to the most appropriate housing and supportive services;

5.3.1.2 Keep AGENCIES informed about the services individuals and/or families are currently receiving or have received in the past; and

5.3.1.3 Coordinate care, ensure continuity of care, and reduce duplication and fragmentation of services.
6. AGENCY ROLE AND RESPONSIBILITIES

6.1 AGENCY may disclose any information that has any tendency to assist the HAF-MDPT to identify, assess, and link homeless adults, youth, and families to housing and supportive services to members of the HAF-MDPT, and their designees, in accordance with section 18999.8, unless another State or federal law prohibits the disclosure of the information by the AGENCY.

6.2 The relevant information that the AGENCY discloses to members of the HAF-MDPT shall include any information that has any tendency to assist the HAF-MDPT to identify, assess, and link homeless adults, youth, and families to housing and supportive services. This information may include, but is not limited to, the following categories:

6.2.1 Demographic Information
6.2.2 Contact Information
6.2.3 Service and Program History
6.2.4 Medical History
6.2.5 Mental Health History
6.2.6 Disability Status
6.2.7 Housing and Homeless History and Status
6.2.8 Benefit History and Status
6.2.9 Criminal History and Status
6.2.10 Probation Status
6.2.11 Domestic Violence Status
6.2.12 Employment and Educational History and Status
6.2.13 High Risk Behavior, Violence, or Aggression History

6.3 There may be information that falls outside of the categories listed in Section 6.2 that is permissible to be shared. Moreover, no AGENCY is required to share any information simply because it falls into one of the categories listed.
6.4 AGENCIES may decide to share different information depending on the method of information sharing, or may determine that different information may be shared by different personnel.

6.5 Representatives of domestic violence victim service organizations, as defined in subdivision (b) of Section 1037.1 of the Evidence Code, will obtain a domestic violence victim's informed consent, in accordance with all applicable State and federal confidentiality laws, before disclosing information regarding a domestic violence victim or the victim's family.

6.6 No substance use disorder treatment and referral information (SUD) in possession of HCA may be disclosed by HCA to HAF-MDPT, and their designee, unless the person to whom the information pertains has signed a written authorization in accordance with 42 CFR 2.31.

6.7 Each AGENCY will take reasonable steps to ensure information is complete, accurate, and up to date to the extent necessary for the AGENCY's intended purposes and that the information has not been altered or destroyed in an unauthorized manner.

6.8 How Information May be Shared with HAF-MDPT

6.8.1 AGENCY may share or disclose information with member(s) of the HAF-MDPT, and their designees, in person, telephonically, via facsimile, or electronically, if there is adequate verification of the identity of the member(s) of the HAF-MDPT, and their designees, who is/are involved in that exchange or disclosure of information.

6.8.2 Electronic sharing of information/data by the AGENCY with the members of the HAF-MDPT, and their designees, under this MOU will be facilitated via a method that satisfies the legal requirements and security measures applicable to such information/data. Each disclosing AGENCY shall be responsible for identifying all legal requirements and
security measures applicable to the information/data it will share under this MOU and shall be jointly and severally responsible with the receiving AGENCY and/or HAF-MDPT, for ensuring the confidentiality, integrity, and availability of such data and complying with state and federal law.

6.8.3 All data specified under this MOU will have a retention period specified in the County Records Management Policy and/or departmental records control schedule(s) applicable to each AGENCY.

6.9 Members of the HAF-MDPT, and their designees, who have access to information shared by AGENCIES, shall sign the Employee Participation And Confidentiality Agreement (See Exhibit B), that includes, at a minimum, general use, security safeguards, acceptable use, and enforcement policies.

7. POLICIES AND PROCEDURES

7.1 Each participating AGENCY to this MOU shall develop uniform written policies and procedures that include security and privacy awareness training for members of the HAF-MDPT, and their designees, who receive and have access to information pursuant to this MOU.

7.2 All AGENCIES shall receive a copy of this MOU and ensure that their employees who participate as members of the HAF-MDPT, or designee thereof, too, have a copy of this MOU.

8. ENSURING CONFIDENTIALITY

AGENCIES shall employ security controls that meet their applicable federal and State standards, including reasonable administrative, technical, and physical safeguards, to ensure that the confidentiality, integrity, and availability of the data that they share with the members of the HAF-MDPT, and their designees, is maintained during the exchange process, and any unauthorized or inappropriate access, use, or disclosure is prevented.

9. IMPLEMENTATION AND OVERSIGHT
The department head of each participating AGENCY, or designee, will provide oversight and coordination of activities under this MOU and the development and implementation of their respective uniform policies and procedures and security controls that pertain to and support this MOU.

10. RESOLUTION OF CONFLICTS AND ORDER OF PRECEDENCE

10.1 County ordinances, regulations, policies, directives, or any other rules (County Rules) shall govern this MOU and shall take precedence over this MOU in the event of a conflict between the provisions of this MOU and the County Rules. AGENCY shall seek a resolution of any conflicts for the betterment of the County as a whole.

10.2 For resolution of conflicts among AGENCIES in regards to the administration of this MOU, members of the HAF-MDPT, and their designees, shall first confer to resolve the conflict. If the conflict is not resolved at that level, a conference between the department head of each participating AGENCY, or designee, involved in the conflict shall be held to resolve the conflict.

11. TERMINATION

Any termination of this MOU shall be done under the authority and with the collaboration of the department heads of each participating AGENCY, or designee, and in a manner to the better of the County, including providing as much advance notice as possible of the termination and the orderly transfer of service responsibilities and pertinent documents.

12. GENERAL PROVISIONS

This MOU represents the entire understanding of the AGENCIES with respect to the subject matter of the MOU. In the event modifications or directives are issued by the Board or the Chief Executive Office that impact the administration of this MOU, such modifications or directives shall immediately be deemed incorporated into this MOU without further amendment by the AGENCIES to the extent such modifications are consistent with the provisions of section 18999.8. No other change, modification,
extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the AGENCIES hereto.
WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: Debra J. Baetz, Director
County of Orange
Social Services Agency
Dated: 9-20-19

By: Richard Sanchez, Director
County of Orange
Health Care Agency
Dated: 9-12-19

By: Susan Price, Director of Care Coordination
County of Orange
Office of Care Coordination
Dated: 8-14-19

By: Dylan Wright, Director
County of Orange
Community Resources
Dated: 9-12-2019

By: Joel Golub, Chief Information Officer
County of Orange
Information Technology
Dated: 8/14/19

By: Don Barnes, Sheriff
County of Orange
Sheriff-Coroner
Dated: 10/11/19

By: Steven J. Sentman, Chief Probation Officer
County of Orange
Probation
Dated: 9/17/2019

By: Shane Silsby, Director
County of Orange
Public Works
Dated: 09/19/2019
Approved As To Form
SSA Counsel
County of Orange, California

By: Carolyn S. Frost
Deputy
Dated: 05/24/19

THIS INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST (DATE): 10/1/19
ROBIN STIEFEL
CLERK OF THE BOARD
BY: [Signature] DEPUTY
EXHIBIT A

TO

MEMORANDUM OF UNDERSTANDING

FOR THE PROVISION OF

HOMELESS ADULT AND FAMILY MULTI-DISCIPLINARY PERSONNEL TEAM

PARTICIPATING AGENCY AGREEMENT

1. BACKGROUND

Assembly Bill 210, effective January 1, 2018, created section 18999.8 of the Welfare and Institutions Code, and permits the creation of Homeless Adult and Family Multi-Disciplinary Personnel Teams (HAF-MDPT) to receive certain confidential information from Participating Agencies in order to facilitate the expedited identification, assessment, and linkage of homeless adults, youth, and families to housing and supportive services within the County.

2. PARTICIPATING AGENCY DEFINITION

County of Orange departments and other entities specified in section 18999.8(b)(3) that have, as one of its purposes, the identification, assessment, and linkage of homeless families and/or individuals to housing and supportive services within the County, may become a "Participating Agency."

3. PROTOCOL

Section 18999.8(e)(1) requires that a protocol be developed as part of implementation of the HAF-MDPT. This Exhibit A is an attachment to the County’s MOU which serves as the protocol.

4. POLICIES AND PROCEDURES

Section 18999.8(e)(2)(F) requires Participating Agencies to develop uniform written policies and procedures that include security and privacy awareness training for employees who have access to information pursuant to section 18999.8.
5. **CONFIDENTIALITY**

5.1 Section 18999.8(e)(2)(G) requires all persons who are members of the HAF-MDPT, and their designees, that have access to confidential information shared by Participating Agencies to sign an Employee Participation And Confidentiality statement that includes, at minimum, general use, security safeguards, acceptable use, and enforcement policies (See Exhibit B).

5.2 Further, section 18999.8(f) requires that every member of the HAF-MDPT, and their designees, shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information and that information disclosed must be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.

6. **SECURITY CONTROLS**

Section 18999.8(e)(2)(H) requires that Participating Agencies employ security controls that meet applicable State and federal standards, including reasonable administrative, technical, and physical safeguards to ensure data confidentiality, integrity, and availability to prevent unauthorized or inappropriate access, use, or disclosure.

7. **COMPLETE AND ACCURATE INFORMATION**

Section 18999.8(e)(2)(I) requires that Participating Agencies take reasonable steps to ensure information provided is complete, accurate, and up to date to the extent necessary for the agency's intended purposes and that the information has not been altered or destroyed in an unauthorized manner.

8. **ACKNOWLEDGEMENT AND AGREEMENT**

By your signature below, you are certifying:

- Your agency will be a Participating Agency;
- You have the authority to sign this Participating Agency Agreement on behalf of your agency, and to bind your agency to abide by its terms;
• Your agency will abide by all requirements set forth in the County’s MOU and as set forth above;
• Your agency will ensure that all employees participating as a member of the HAF-MDPT have signed the required Employee Participation and Confidentiality Agreement;
• You have received a copy of the County's MOU.

Agency Name: ______________________________________________________

Name, Title, and Contact Information of Individual Signing on Agency's behalf:
________________________________________________________________________
________________________________________________________________________

Signature: ____________________________________________________________

Date: ____________________________

Please email the completed document to the department head of each participating AGENCY, or designee.
EXHIBIT B

TO

MEMORANDUM OF UNDERSTANDING

FOR THE PROVISION OF

HOMELESS ADULT AND FAMILY MULTI-DISCIPLINARY PERSONNEL TEAM

EMPLOYEE PARTICIPATION AND CONFIDENTIALITY AGREEMENT

1.  BACKGROUND

1.1  The capitalized terms used in this Employee Participation And Confidentiality Agreement that are not defined herein have the meaning given in the Memorandum Of Understanding (MOU) For The Provision Of Homeless Adult And Family Multi-Disciplinary Personnel Team to which this Employee Participation And Confidentiality Agreement is attached.

1.2  The passage of Assembly Bill 210, effective January 1, 2018, created Section 18999.8 of the Welfare and Institutions Code which permits certain entities to share with members of a Homeless Adult and Family Multi-Disciplinary Personnel Team (HAF-MDPT), and their designees, comprised of employees of that entity certain information made confidential by State law in order to facilitate the expedited identification, assessment, and linkage of homeless adults, youth, and families to housing and supportive services within the COUNTY.

1.3  HAF-MDPT members, and their designees, may disclose and exchange confidential information with one another, if the team member having that information reasonably believes it is generally relevant to the identification, assessment, and linkage of homeless adults, youth, and families to housing and supportive services, provided that no information may be shared in a manner prohibited by federal law or regulations.

1.4  Ensuring the confidentiality of information regarding homeless individuals and
families is of critical importance and is required under the MOU and this Agreement. All information shared between HAF-MDPT members, and their designees, is private and confidential and remains protected by all applicable State and federal laws. Section 18999.8(e)(2)(G) requires all persons who have access to confidential information as a member of the HAF-MDPT to sign this Employee Participation And Confidentiality Agreement.

2. USE AND CONFIDENTIALITY OF INFORMATION

2.1 As an Employee of the Participating Agency serving as a member of the HAF-MDPT, or a designee thereof, you must:

2.1.1 Abide by all policies and procedures governing the use, disclosure, sharing and maintenance of confidential information established by the County of Orange and your agency, including such uniform policies and procedures and security controls applicable to the information shared pursuant to this MOU and that are specifically developed for purposes of the information sharing pursuant to the MOU;

2.1.2 Uphold all privacy protection standards established by the County of Orange and your agency;

2.1.3 Comply with State laws and regulations that protect client records and are not superseded by section 18999.8;

2.1.4 Comply with all relevant federal confidentiality laws and regulations that protect client records; and

2.1.5 Comply with all applicable terms of the MOU to which this Employee Participation And Confidentiality Agreement is attached;

3. ACKNOWLEDGEMENT AND AGREEMENT

By your signature below, you are certifying that:

3.1 You have received a copy of MOU for the Provision of Homeless Adult and Family Multi-Disciplinary Personnel Teams;
3.2 You will abide by the County's and your agency’s policies and procedures concerning information sharing and confidentiality when participating as a member of an HAF-MDPT;

3.3 You agree that you will only share/disclose information that you reasonably believe is generally relevant to the identification, assessment, and linkage of homeless adults, youth, and families to housing and supportive services;

3.4 You understand that no confidential information or writings shall be disclosed to persons who are not members of the HAF-MDPT, except to the extent required or permitted under applicable law;

3.5 You agree that information and/or records you obtain as a HAF-MDPT member shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information and will be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights;

3.6 You have completed a security and privacy awareness training developed by your agency regarding use and disclosure of the information you receive pursuant to the MOU; and

3.7 You understand that any violation of this Employee Participation And Confidentiality Agreement is grounds for your current removal from, and future participation in, the HAF-MDPT.

Name: __________________________________________

Agency Name: _________________________________ Job Title: _______________________

Email: _________________________________________ Telephone: ___________________

Signature: __________________________________________ Date: ___________________