

Homeless Management Information System (HMIS) Policies and Procedures

Houston/Harris County Continuum of Care

CONTACT INFORMATION

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Website information on Houston/Harris County HMIS:

<http://www.homelesshouston.org/hmis>

The HMIS team provides ongoing assistance to all participating agencies. An agency can request additional training or onsite visits from the HMIS staff at any time:

<http://www.homelesshouston.org/hmis/user-training/>

ClientTrack Training Website:

http://www.clienttrack.net/hc_harris_train

ClientTrack Production Website:

http://www.clienttrack.net/hc_harris

HMIS help desk:

hmis@homelesshouston.org

For all issues related to HMIS & ClientTrack submit a ticket to IssueTrak:

<https://hmissupport.homelesshouston.org>

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PROJECT SUMMARY

Introduction

A Homeless Management Information System (HMIS) is a database used to record and track client-level information on the characteristics and service needs of homeless persons. An HMIS ties together homeless service providers within a community to help create a more coordinated and effective housing and service delivery system.

The U. S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. Specifically, an HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs.

Houston/Harris County's HMIS is staffed at the Coalition for the Homeless of Houston/Harris County. The HMIS staff is responsible for the administration of the HMIS software and providing technical assistance to participating agencies and end-users.

Agencies that participate in Houston/Harris County's HMIS are referred to as "participating agencies." Each participating agency needs to follow certain guidelines to help maintain data privacy and accuracy. The guidelines listed in this document do not replace the more formal and legally binding agency agreement that each agency signs before program implementation.

History

In 2001, Congress instructed the U.S. Department of Housing and Urban Development (HUD) to take measures to improve available data concerning homelessness in the United States. In response, HUD mandated all Continuum of Care regions to implement region-wide databases that would allow an unduplicated count of clients served. Out of this directive came the Homeless Management Information System (HMIS), a computerized data collection application that facilitates the collection of information on homeless individuals and families using residential or other homeless assistance service agencies, and stores that data in a centralized database for analysis.

Why is this important?

Having access to the HMIS represents a strategic advantage for service providers. The HMIS software we use allows multi-level client data sharing between organizations, as well as client case coordination and electronic referrals. Our locally developed information-sharing model can prevent service duplications and enable collaboration between various homeless service providers, while limiting access to sensitive data. Client privacy is very important to us.

In addition to the standard data collection and reporting functionalities, the HMIS software includes a comprehensive case management module, bed management, performance measurement tools, ad-hoc reporting, software customization options, etc.

Lastly, providers already in HMIS are better positioned to apply for future funding opportunities, as many national and local funders now require HMIS participation.

ROLES AND RESPONSIBILITIES

Coalition for the Homeless of Houston/Harris County HMIS Responsibilities

- Execute HMIS participation agreements;
- Monitor compliance with applicable HMIS standards on a regular basis;
- Establish and review annually End User Agreements;
- Maintain and update as needed the files for HMIS software to include software agreements, HUD Technical Submissions, HUD executed agreements and Annual Progress Reports;
- Develop and maintain HMIS agency files to include original signed participation agreements, original signed user license agreements and all other original signed agreements pertaining to HMIS;
- Develop and update as needed a Data Quality Plan;
- Review and update HMIS Privacy Policy yearly;
- Develop and review annually the HMIS Security Plan, including disaster planning and recovery strategy;
- Review and update as need HMIS Policy and Procedures;
- Provide copies of the Data Quality Plan, Privacy Policy, Security Plan and Policy and Procedures to the HMIS Support Committee for review and feedback on an annual basis;
- Review national, state and local laws that govern privacy or confidential protections and make determinations regarding relevancy to existing HMIS policy;
- Provide new user training and refresher user training monthly;
- Pro-actively contact new users for immediate follow up and issuance of username and password to access HMIS in an effort to begin entry of data as soon as possible following training;
- Provide on-site technical support to agencies using HMIS for trouble-shooting and data input;
- Monthly review of HMIS data and bed lists to ensure that participating agency programs are using HMIS accurately;
- Provide assistance to agencies upon request for additional on-site training and support
- Conduct unduplicated accounting of homelessness annually.

Participating Agency Responsibilities

- Must comply with all applicable agreements;
- Execute and manage HMIS User License Agreements with all staff who have HMIS access;
- Comply with the HMIS Standards as appropriate;
- Accurately enter all required data into the HMIS system, including accurate and timely information into housing, where applicable.

IMPLEMENTATION POLICIES AND PROCEDURES

HMIS Agency Participation Agreement

The Executive Director of any Participating Agency shall follow, comply, and enforce the HMIS Agency Participation Agreement (Appendix A). The Executive Director must sign an HMIS Agency Participation Agreement before granted access to HMIS. Signing of the HMIS Agency Participation Agreement is a precursor to training and user access.

- An original signed HMIS Agency Participation Agreement must be presented to the HMIS staff before any program is implemented in the HMIS.
- After the HMIS Agency Participation Agreement is signed, the HMIS staff will train end users to use HMIS.
- A username and password will be granted to end users after required training is completed.

HMIS User License Agreement

End user of any Participating Agency shall follow, comply, and enforce the HMIS User License Agreement (Appendix B). Before given access to HMIS, the end user must sign an HMIS User License Agreement.

- The HMIS staff will provide the end user a HMIS User License Agreement for signature after completing required training.
- The HMIS staff will collect and maintain HMIS User License Agreements of all end users.

Data Collection Requirements

Participating Agencies will collect and verify the minimum set of data elements for all clients served by their programs within the timeframe outlined in the HMIS Data Quality Plan (Appendix C).

- During client intake, end users must collect all the universal data elements set forth in the HMIS Data Standards Manual, May 2014. The universal data elements include:
 - Name
 - Social Security Number
 - Date of Birth
 - Race
 - Ethnicity
 - Gender
 - Veteran Status
 - Disabling Condition
 - Residence Prior to Project Entry
 - Project Entry Date
 - Project Exit Date
 - Destination
 - Relationship to Head of Household
 - Client Location
 - Length of Time on Street, in an ES or Safe Haven

- End users must also collect all the program-specific data elements at program entry and exit set for in the HMIS Data Standards Manual, 2014. The program-specific data elements include:
 - Housing Status
 - Income and Sources
 - Non-Cash Benefits
 - Health Insurance
 - Physical Disability
 - Developmental Disability
 - Chronic Health Condition
 - HIV/AIDS
 - Mental Health Problem
 - Substance Abuse
 - Domestic Violence
 - Contact
 - Date of Engagement
 - Services Provided
 - Financial Assistance Provided
 - Referrals Provided
 - Residential Move-In Date
 - Housing Assessment Disposition
 - Housing Assessment at Exit

HMIS Program Entry and Exit Date

End users of any Participating Agency must record the Program Entry Date of a client into HMIS no later than three (3) business days upon entering the program.

End Users of any Participating Agency must record the Program Exit Date of a client into HMIS no later than three (3) business days after exiting the program or receiving their last service. Enabling the “auto-exit” feature for programs is available at the Participating Agency’s discretion. If enabled, clients enrolled in the program will automatically exit after the defined number of days of not receiving services defined as a “participating service” for that program, and record the date of the client’s last day in the program as the last day a service was provided.

- End user must enter the month, day, and year of program enrollment and program exit.
- For returning clients, end user must record a new Program Entry Date and corresponding Program Exit Date.
- The system will trigger a warning when end users enter a Program Exit Date that is earlier than the Program Entry Date for a client.

HMIS Technical Support Protocol

The HMIS staff will provide a reasonable level of support to Participating Agencies via email, phone, and/or remote.

1. HMIS Users should first seek technical support from their agency HMIS expert.
2. If more expertise is required to further troubleshoot the issue, agency HMIS expert or HMIS User should submit request to:
 - IssueTrak at <https://hmissupport.homelesshouston.org> for all issues related to ClientTrack, or
 - HMIS Support for general technical support at hmis@homelesshouston.org. Refrain from sending email correspondence directly to the HMIS Support Team.
3. Technical Support Hours are Monday through Friday (excluding holidays) from 8:00 AM to 5:00 PM.
4. Provide issue replication details if possible (or help recreate the problem by providing all information, screenshots, reports, etc.) so HMIS staff can recreate problem if required.
5. The HMIS staff will try to respond to all email inquiries and issues within three (3) business days, but support load, holidays, and other events may affect response time.
6. The HMIS staff will submit a ticket to software vendor if progress is stalled.

Participation Fees

The Houston/Harris County CoC reserves the right to charge a participation fee to use the system. Refer to the HMIS Fee Schedule (Appendix D) regarding fees.

SECURITY POLICIES AND PROCEDURES

Training

Each end user must complete the required New User Training prior to gaining access to HMIS. HMIS staff will provide training to all end users

- HMIS staff will provide New User Training to proposed end users.
- HMIS staff will provide new end users with a copy of the HMIS Policies and Procedures and HMIS User Guide.
- The table below lists the training courses offered.

Course Description	Course Detail
New User Training	Users will learn the basic skills and concepts needed in order to complete the client intake process.
Refresher Training	Help to refresh the skills of active users, as well as review any issues users may have with navigating through the system or the data collection process.
Reports Training	Users are given an overview of the various reporting options available in ClientTrack.
Data Explorer	Trains experienced users, with good knowledge of existing ClientTrack reports, on the usage of ClientTrack's ad hoc data analysis tool. (Limited to one user per agency per session)

User Authentication

Only users with a valid username and password combination can access HMIS. The HMIS staff will provide unique username and initial password for eligible individuals after completion of required training and signing of the HMIS User License Agreement.

- The Participating Agency will determine which of their employees will have access to the HMIS. User access will be granted only to those individuals whose job functions require legitimate access to the system.
- Proposed end user must complete the required training and demonstrate proficiency in use of system.
- Proposed end user must sign the HMIS User License Agreement stating that he or she has received training, will abide by the Policies and Procedures, will appropriately maintain the confidentiality of client data, and will only collect, enter and retrieve data in the system relevant to the delivery of services to people.

- The HMIS staff will be responsible for the distribution, collection, and storage of the signed HMIS User License Agreements.
- The HMIS staff will assign new users with a username and an initial password.
- Sharing of usernames and passwords is a breach of the HMIS User License Agreement since it compromises the security to clients.
- The Participating Agency is required to notify the HMIS staff when end user leaves employment with the agency or no longer needs access.
- Users not logging into HMIS for more than 45 days will be locked out due to non-activity.

Passwords

Each end user will have access to HMIS via a username and password. Passwords will be reset every 180 days. End users will maintain passwords confidential.

- The HMIS staff will provide new end users a unique username and temporary password after required training is completed.
- End user will be required to create a permanent password that is between eight and sixteen characters in length. It must also contain characters from the following four categories: (1) uppercase characters (A through Z), (2) lower case characters (a through z), (3) numbers (0 through 9), and (4) non-alphabetic characters (for example, \$, #, %).
- End users may not use the same password consecutively, but may use the same password more than once.
- Access permission will be revoked after the end user unsuccessfully attempts to log on five times. The end user will be unable to gain access until the HMIS staff reset their password.

Hardware Security Measures

All computers and networks used to access HMIS must have virus protection software and firewall installed. Virus definitions and firewall must be regularly updated.

Security Review

HMIS staff will complete an annual security review to ensure the implantation of the security requirements for itself and Participating Agencies. The security review will include the completion of a security checklist ensuring that each security standard is implemented.

Security Violations and Sanctions

Any end user found to be in violation of security protocols of their agency's procedures or HMIS Policies and Procedures will be sanctioned accordingly. All end users must report potential violation of any security protocols.

- End users are obligated to report suspected instances of noncompliance and/or security violations to their agency and/or HMIS staff as soon as possible.
- The Participating Agency or HMIS staff will investigate potential violations.
- Any end user found to be in violation of security protocols will be sanctioned accordingly. Sanction may include but are not limited to suspension of system privileges and revocation of system privileges.

CLIENT INFORMED CONSENT AND PRIVACY RIGHTS

Participating Agencies must obtain informed, signed consent prior to entering any client personal identifiable information into HMIS. Services will not be denied if a client chooses not to include personal information. Personal information collected about the client should be protected. Each Participating Agency and end user must abide by the terms in the HMIS Agency Participation Agreement (Appendix A) and HMIS User License Agreement (Appendix B).

- Client must sign the Authorization to Disclose Client Information form (Appendix E) or consent of the individual for data collection may be inferred from the circumstances of the collection. Participating Agencies may use the Inferred Consent Notice (Appendix F) to meet this standard.
- Clients that provide permission to enter personal information allow for Participating Agencies within the continuum to share client and household data.
- If client refuses consent, the end user should not include any personal identifiers (First Name, Last Name, Social Security Number, and Date of Birth) in the client record.
- For clients with consent refused, end user should include a client identifier to recognize the record in the system.
- Participating Agencies shall uphold Federal and State Confidentiality regulations and laws that protect client records.

The HMIS standards and the HIPAA standards are mutually exclusive. An organization that is covered under the HIPAA standards is not required to comply with the HMIS privacy or security standards, so long as the organization determines that a substantial portion of its protected information about homeless clients or homeless individuals is indeed protected health information as defined in the HIPAA rules.

HIPAA standards take precedence over HMIS because HIPAA standards are finely attuned to the requirements of the health care system; they provide important privacy and security protections for protected health information; and it would be an unreasonable burden for providers to comply with and/or reconcile both the HIPAA and HMIS rules. This spares organizations from having to deal with the conflicts between the two sets of rules.

DATA POLICIES AND PROCEDURES

Data Quality

All data entered into HMIS must meet data quality standards. Participating Agencies will be responsible for their users' quality of data entry.

Definition:

Data quality refers to the timeliness, completeness, and accuracy of information collected and reported in the HMIS.

Data Timeliness:

End users must enter all universal data elements and program-specific data elements within three (3) days of intake.

Data Completeness:

All data entered into the system is complete.

Data Accuracy:

All data entered shall be collected and entered in a common and consistent manner across all programs.

- Participating Agencies must sign the HMIS Agency Participation Agreement (Appendix A) to ensure that all participating programs are aware and have agreed to the data quality standards.
- Upon agreement, Participating Agencies will collect and enter as much relevant client data as possible for the purposes of providing services to that client.
- All data will be input into the system no more than three (3) days of program entry.
- The HMIS staff will conduct monthly checks for data quality. Any patterns of error or missing data will be reported to the Participating Agency.
- End users will be required to correct the identified data error and will be monitor for compliance by the Participating Agency and the HMIS staff.
- End users may be required to attend additional training as needed.

Data Use and Disclosure

All end users will follow the data use Policies and Procedures to guide the data use of client information stored in HMIS.

Client data may be used or disclosed for system administration, technical support, program compliance, analytical use, and other purposes as required by law. Uses involve sharing parts of client information with persons within an agency. Disclosures involve sharing parts of client information with persons or organizations outside an agency.

- Participating Agencies may use data contained in the system to support the delivery of services to homeless clients in the continuum. Agencies may use or disclose client information internally for administrative functions, technical support, and management purposes. Participating Agencies may also use client information for internal analysis, such as analyzing client outcomes to evaluate program.

- The vendor and any authorized subcontractor shall not use or disclose data stored in HMIS without expressed written permission in order to enforce information security protocols. If granted permission, the data will only be used in the context of interpreting data for research and system troubleshooting purposes. The Service and License Agreement signed individually by the HMIS Lead Agency and vendor contain language that prohibits access to the data stored in the software except under the conditions noted above.

Data Release

All HMIS stakeholders will follow the data release Policies and Procedures to guide the data release of client information stored in HMIS.

Data release refers to the dissemination of aggregate or anonymous client-level data for the purposes of system administration, technical support, program compliance, and analytical use.

- No identifiable client data will be released to any person, agency, or organization for any purpose without written permission from the client.
- Aggregate data may be released without agency permission at the discretion of the Continuum. It may not release any personal identifiable client data to any group or individual.

APPENDICES

Appendix	Document Title
Appendix A	HMIS Agency Participation Agreement
Appendix B	HMIS User License Agreement
Appendix C	HMIS Data Quality Plan
Appendix D	HMIS Fee Schedule
Appendix E	Authorization to Disclose Client Information
Appendix F	Inferred Consent Notice
Appendix G	Privacy Notice
Appendix H	Data Use and Security Agreement



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Homeless Management Information System
Agency Participation Agreement
by and between
Coalition for the Homeless of Houston/Harris County
and

Agency Name: _____

I BACKGROUND AND PURPOSE

The Homeless Management Information System (HMIS) is the information system designated by the Houston/Harris County Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

The U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. Specifically, an HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs. Through the HMIS, CoC programs and clients benefit from improved internal and external coordination that guides service and systems planning. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in targeted services. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of different subpopulations. Additionally, use of the HMIS by agencies not funded by HUD provides benefits to both these agencies and the homeless provider community at large, including the avoidance of service duplication through the sharing of client data and program enrollments. HMIS participation also positions agencies for future funding, as many private foundations now require it.

II GENERAL PROVISIONS

A. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES

Houston/Harris County CoC has designated Coalition for the Homeless of Houston/Harris County (CFTH) as the HMIS Lead Agency. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become HMIS Partner Agencies, except for domestic violence providers covered by the Violence Against Women Act (VAWA).

The parties share a common interest in serving the homeless population and those at risk of becoming homeless while reducing the current number of homeless in the CoC service area (Harris and Fort Bend counties including cities of Houston, Pasadena and Baytown). The purpose of this APA is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS.

CFTH is responsible for administering the HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support and – in coordination with the HMIS Software Provider – the enhancement and upgrading of the HMIS software. The Partner Agency is responsible for entering client data in the HMIS according to program type requirements. Detailed responsibilities are listed in sections below.



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B. SCOPE

This APA addresses the respective responsibilities of CFTH and the Partner Agency for ongoing HMIS service and activities. The specific responsibilities of the parties to this agreement for the confidentiality, reporting requirements, training, policies and procedures, hardware and software for the HMIS are clearly defined herein to ensure an effective, efficient, and secure system. All addendums referenced in this agreement are also part of the agreement. CFTH will abide by all applicable laws, and the Partner Agency will be expected to do the same.

III CFTH DUTIES AND RESPONSIBILITIES

CFTH will:

A. GENERAL

- 1) In consultation with the CoC, select the HMIS Software Provider, define the HMIS program and implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures in order to validate its effectiveness.
- 2) Be the sole liaison between the Partner Agency and the HMIS Software Provider; user questions concerning the software are to be directed only to the CFTH.
- 3) Develop, implement, and maintain privacy, confidentiality, and security protocols for the HMIS.
- 4) Provide a standard HMIS training and technical support package to all Partner Agencies.
- 5) In collaboration with the HMIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the HMIS and, through it, to the Partner Agencies. CFTH will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.
- 6) Notify the Partner Agency of HMIS failure, errors, and/or problems immediately upon discovery.
- 7) Provide help desk service during designated open hours.
- 8) Provide all other reasonably expected activities regarding the operation of the HMIS.

B. PRIVACY, CONFIDENTIALITY AND SECURITY

- 1) Maintain all client-identifying information in strictest confidence, using the latest available technology. CFTH may suspend HMIS access to any user or Partner Agency for the purpose of investigating suspicion of breached confidentiality.
- 2) Contract with the HMIS Software Provider to maintain and administer central and backup server operations including security procedures and daily system backup to prevent the loss of data.
- 3) Monitor access to the HMIS in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
- 4) Issue user accounts, passwords, and certificates of participation (when requested) for HMIS users, provided that:
 - a. The Partner Agency has signed the HMIS APA,
 - b. The Partner Agency has paid the current year's applicable participation fee,
 - c. The HMIS Lead agency has received signed User License Agreements, and
 - d. The user has successfully completed the HMIS user training, including any related testing
- 5) Periodically change Partner Agency passwords for security purposes and lock out user accounts after a specified period of inactivity.
- 6) Comply with the HMIS Privacy Policy and not release personally identifiable information to any person, agency, or organization, unless allowed by the HMIS Privacy Policy.



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- 7) Conduct Partner Agency site visits to ensure compliance with privacy and security protocols.

C. USER TRAINING AND PROGRAM SETUP

- 1) Conduct the initial software training for all new HMIS users.
- 2) Provide training materials, including user manuals with definitions and instructions, to each individual who attends the training class.
- 3) Set up Partner Agency programs according to the HMIS Data Standards, including related grants, services, assessments, housing units, and other applicable options in the HMIS software.
- 4) Provide additional trainings according to the user role, program type, or specific activities. These trainings may include classroom refreshers, reporting trainings, group webinars, one-on-one instructions, etc.
- 5) Provide other HMIS-related trainings upon request.

IV PARTNER AGENCY DUTIES AND RESPONSIBILITIES

The Partner Agency will:

A. GENERAL

- 1) Strictly adhere to all policies and procedures contained in the APA, as it may be amended from time to time, and all of its appendices. A copy of this agreement can be found at www.homelesshouston.org, and a signed hard copy will be provided to the Partner Agency.
- 2) Maintain at least two active user accounts at any one time.

B. PRIVACY AND CONFIDENTIALITY

- 1) Comply with all federal and state laws and regulations and with all HMIS policies and procedures (particularly the HMIS Data and Technical Standards Final Notice from July 2004 and the HMIS Data Standards Revised Notice from May 2014) relating to the collection, storage, retrieval, and dissemination of client information.
- 2) Comply with the HMIS Privacy Policy.
- 3) Obtain client consent upon the initial visit before any data is collected. The consent can be:
 - a. Written: signed release of information (ROI) form kept in a local file
 - b. Verbal: the client gives oral permission to the witness (intake worker/case manager)
 - c. Inferred (baseline): the agency must post a visible privacy sign at the service site
- 4) Collect and maintain records of all client informed consents and release of information authorization forms in accordance with the HMIS policies and procedures.
- 5) Take all reasonably necessary precautions to prevent destructive or malicious programs (including but not limited to viruses or spyware) from being introduced to any part of the HMIS, including users' computers. Employ reasonably appropriate measures to detect virus or spyware infection and deploy all reasonably appropriate resources to efficiently disinfect any affected systems as quickly as possible.

C. DATA QUALITY AND MONITORING

- 1) Get familiar and fully comply with the latest HMIS Data Quality Plan. This plan is posted on the CFTH website, www.homelesshouston.org, and available in hard copy upon request.
- 2) Enter data into the HMIS within the timeframe as specified in the Data Quality Plan. Timely data entry prevents duplication of client records and other shared transactions, such as enrollments and services. It also allows good quality data for both program-specific and aggregate reports.

Partner Agencies and their HMIS users may be held liable in the event that a preventable duplication occurs as a result of missing, late, or incomplete data entry. Repetitive lack of timely entry can result in official reports of concern and possible findings against the Partner Agency and could culminate in official penalties up to and including loss of project funding.

- 3) Collect all HUD mandatory data elements, according to the data completeness and accuracy requirements.
- 4) Take all steps reasonably necessary to verify the information provided by clients for entry into the HMIS, and to see that it is correctly entered into the HMIS by the Partner Agency user.
- 5) Immediately notify CFTH when a programmatic, personnel, or other issue arises that precludes the Partner Agency from entering the HMIS data within the allowed timeframe. By informing the CFTH in a timely fashion, CFTH and the Partner Agency can work together to craft an interim solution that is minimally disruptive to the HMIS as a whole.
- 6) Take all steps reasonably necessary to insure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation are entered into the HMIS.
- 7) Do not knowingly upload material into the HMIS that is in violation of any federal or state regulations, including, but not limited to: copyrighted material, material legally judged to be threatening or obscene, and material known to the Partner Agency to be confidential trade secrets.
- 8) Allow the CFTH staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to HMIS data collection.

D. TRAINING

- 1) Ensure that each Partner Agency HMIS user has attended the appropriate training, has signed the User License Agreement and agreed to it, and has been authorized by CFTH to access the system in accordance with the HMIS policies and procedures.
- 2) Ensure that the Partner Agency program managers or assigned HMIS liaisons attend the quarterly HMIS Forums or other CFTH-sponsored HMIS trainings, stay current with the HMIS policies and procedures, and relate updated information to all HMIS users at his/her Partner Agency.
- 3) Assess the HMIS users' data entry or reporting skills and sign up for additional training if needed.

E. SECURITY

- 1) Limit HMIS access only to authorized users and follow all HMIS protocols for monitoring those users. CFTH reserves the right to terminate access to any HMIS user who breaches client confidentiality or system security protocols.
- 2) Do not knowingly permit any person to enter or use the HMIS unless and until:
 - a. The person has completed the required HMIS training,
 - b. CFTH has issued that person the appropriate user account and Password, and
 - c. Both the APA and the User License Agreement have been signed and returned to CFTH.
- 3) Maintain copies of all User License Agreements signed by Partner Agency personnel to whom user accounts have been issued.
- 4) Designate a staff person to act as the Partner Agency security officer, responsible for the implementation of the HMIS security procedures at the Partner Agency level.
- 5) Fully comply with the HMIS Privacy Policy.
- 6) Not knowingly release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by the HMIS Privacy Policy.
- 7) Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols.



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- 8) Develop and adhere to local security standards that should include the following:
 - a. Products: Physical security (door locks, computer screen view, local network passwords, firewall)
 - b. People: Personnel security (authorized users only, local oversight of usage)
 - c. Procedures: Organizational security (policies and procedures are in place)
- 9) Notify CFTH within one (1) business day of the separation from the Partner Agency of any employee who was a user of the HMIS. Notification should preferably occur by close of business on the day of employee separation.

V FEES & COST

A. AGENCY PARTICIPATION COST

- 1) Cost detail, including all fees payable by Partner Agencies to CFTH, is shown in the HMIS Fee Schedule addendum to this APA.
- 2) All payments must be issued on a company check and made payable to "Coalition for the Homeless of Houston/Harris County".

B. PAYMENTS

- 1) Partner Agencies are allowed a ninety (90) day grace period to pay any agency or program fees.
- 2) CFTH reserves the right to suspend Partner Agency user licenses until the full payment is received.

C. EXEMPTION FOR CERTAIN GOVERNMENT AGENCIES

- 1) Government agencies that are part of the CoC are exempt from paying the participation fees.

VI TERM OF AGREEMENT

A. TERM

- 1) This Agency Participation Agreement is effective on date it is countersigned by the CEO or Executive Director on the signature page of this Agreement and shall remain in effect for 1 year ("Initial Term") unless terminated pursuant to paragraph VI B hereof. This Agency Participation Agreement shall automatically renew each year on the anniversary date for up to ten years, subject to termination as provided in paragraph VI B hereof. Upon expiration of the Initial Term, this Agreement will be automatically renewed for 10 additional successive 1-year terms on the same terms and conditions. If the Participating Agency chooses not to renew this Agreement, the CEO or Executive Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

B. TERMINATION

- 1) Either party has the right to terminate this APA with a 30-day prior written notice to the other party.
- 2) CFTH reserves the right to amend the APA with a 30-day notice sent to all Partner Agencies.
- 3) If either party believes the other to be in default of any one or more of the terms of this APA, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. If such default is cured within such period, this APA will continue in



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effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the APA to be immediately terminated.

- 4) If this APA is terminated, CFTH HMIS and its remaining Partner Agencies shall retain their right to the use of all client data previously entered by the terminating Partner Agency, subject to any restrictions requested by the client.

C. ADDENDUMS

The following Addendums are part of this Agency Participation Agreement:

- 1) HMIS Privacy Policy
- 2) HMIS Data Quality Plan
- 3) HMIS Fee Schedule

If a conflict among this Agreement and the Addendums arises, this Agreement shall control over the Addendums.

The signature of the parties hereto indicates their agreement with the above terms and conditions. The Parties have executed this Agreement in multiple copies, each of which is an original.

Agency
Name: _____

By _____
AGENCY CEO/
EXECUTIVE DIRECTOR

DATE

PRINT NAME

COALITION FOR THE HOMELESS OF HOUSTON/HARRIS COUNTY

By _____
MARILYN BROWN
PRESIDENT & CEO

DATE



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HMIS User License Agreement

The Homeless Management Information System (HMIS) is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness. The HMIS provides an unduplicated count of clients served within a Continuum of Care (CoC) – the community’s system of homeless services. Additionally, the HMIS application is used to configure, facilitate, and protect data integrity and sharing among Contributory HMIS Organizations (Participating Agencies) for the purpose of coordinated service delivery and reporting in the CoC region. The Coalition for the Homeless of Houston/Harris County (the Coalition) is the HMIS Lead Agency as defined by HUD and ClientTrack is the HMIS application used by the CoC.

PURPOSE OF POLICIES & PROCEDURES FOR DATA IN THE HOUSTON/HARRIS COUNTY HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

The purpose of this agreement is to: 1) ensure that information collected as part of HMIS will affirm the basic right of clients to have the confidentiality of their information protected; 2) establish directions for the release of confidential information; 3) cite ethical/legal exception to the right of confidentiality; and 4) create procedures to ensure client confidentiality while providing for the exchange of information necessary for continuity of care.

USER POLICY, RESPONSIBILITY STATEMENT, & CODE OF ETHICS

User Policy

At the discretion of the Participating Agency, information for provision of services may be shared through HMIS among the Partner Agencies.

Consistent with client permissions and restrictions, agencies using HMIS shall have access to the data pertaining to their clients entered by them. The Coalition for the Homeless of Houston/Harris County, the agency, and any Participating Agency with access to data, through a release of information, shall be bound by all restrictions imposed by the client pertaining to any use of that client’s personal information. Participating Agencies bound by HIPPA or 42 CFR Part 2 are expected to develop and administer appropriate consent and Notice of Privacy Practices documentation in compliance with all appropriate State and Federal regulations.

Minimum data entry on each client shall consist of the Universal Data Elements as defined in the March 2010 HUD Data Standards. This standard is subject to modification by State and Federal policymakers. Data necessary for the development of aggregate reports of homeless services, including services needed, services provided, referrals, client goals and outcomes should be entered to the greatest extent possible.

HMIS is a tool to assist agencies in focusing services and locating alternative resources to help homeless persons. Therefore, agency staff shall only use client information in HMIS to target services to the client’s needs.

User Responsibility

Your User ID and password gives you to access HMIS. Initial each item below to indicate you understand and accept the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below may result in a breach of client confidentiality, and is grounds for immediate termination from HMIS.

- My User ID and password are for my use only and I will not share them with anyone.
- I will take reasonable precautions to keep my password physically secured.
- I will never log into HMIS and allow someone to work under my user account.
- I will not knowingly enter false or misleading client information in HMIS under any circumstances.



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- I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- I understand that failure to log off HMIS appropriately may result in a breach in client confidentiality.
- I will assure that all printouts/hard copies of HMIS information must be kept in a secure file, and shredded or otherwise properly destroyed when no longer needed.
- If I notice or suspect a security breach, I will immediately notify the Coalition HMIS staff.
- I understand that in the event that I am terminated or leave my employment with this agency, my access to HMIS will be revoked.
- I understand that if I do not log into HMIS for more than 45 days, my user account will be locked out and my agency will be charged a user reactivation fee.
- I will review all HMIS Policies and Procedures, and comply with them as applicable.

User Code of Ethics

As the guardians entrusted with this personal data, HMIS users have a moral and a legal obligation to ensure that the data is being collected, accessed, and used appropriately. It is also the responsibility of each user to ensure the client data is only used to the ends to which it was collected, the ends that have been made explicit to clients and are consistent with the mission of the CoC, to use HMIS to advance the provision of quality services for homeless person, improve data collection, and promote more responsive policies to end homelessness

- HMIS Users must treat partner agencies with respect, fairness, and good faith.
- Each HMIS User should maintain high standards of professional conduct in the capacity as a HMIS User.
- HMIS User will make every effort to assure that client data is handled securely, responsibly and in accord with the clients' wishes.
- HMIS Users have the responsibility to relate to the clients of other partner agencies with full professional consideration
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in HMIS.
- Users must not use the HMIS with intent to defraud the federal, state, or local government or an individual entity; or to conduct any illegal activity; or to solicit clients for personal gain.

I understand and agree to comply with all the statements listed above.

User Name (print full name): _____

User Signature: _____

User E-mail: _____ User Phone Number: _____

Agency: _____

User Supervisor Signature: _____

DO NOT WRITE IN THIS SECTION. FOR COALITION HMIS STAFF ONLY.

Trainer

Date of Training

HMIS Staff Signature

Date

Homeless Management Information System (HMIS) Data Quality Plan

Houston/Harris County Continuum of Care

CONTACT INFORMATION

Coalition for the Homeless Houston/Harris County

600 Jefferson, Suite 2050

Houston, TX 77002

Tel: 713-739-7514

Fax: 713-739-8038

Website information on Houston/Harris County HMIS:

<http://www.homelesshouston.org/hmis>

The HMIS team provides ongoing assistance to all participating agencies. An agency can request additional training or onsite visits from the HMIS staff at any time:

<http://www.homelesshouston.org/hmis/user-training/>

ClientTrack Training Website:

http://www.clienttrack.net/hc_harris_train

ClientTrack Production Website:

http://www.clienttrack.net/hc_harris

HMIS help desk:

hmis@homelesshouston.org

For all issues related to HMIS & ClientTrack submit a ticket to IssueTrak:

<https://hmissupport.homelesshouston.org>

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INTRODUCTION

This document describes the Homeless Management Information System (HMIS) data quality plan for Houston/Harris County Continuum of Care (CoC). The document includes data quality plan and protocols for ongoing data quality monitoring that meets requirements set forth by the Department of Housing and Urban Development (HUD). It is developed by the Coalition for the Homeless of Houston/Harris County (HMIS Lead Agency), in coordination with the HMIS participating agencies and community service providers. This HMIS Data Quality Plan is to be updated annually, considering the latest HMIS data standards and locally developed performance plans.

What is a Data Quality Plan?

A data quality plan is a community-level document that facilitates the ability of the CoC to achieve statistically valid and reliable data. A data quality plan sets expectations for the CoC, the HMIS Lead Agency, and the end users to capture valid and reliable data on persons accessing the homeless assistance system throughout the community.

Developed by the HMIS Lead Agency and formally adopted by the CoC, the plan:

- Identifies the responsibilities of all parties within the CoC with respect to data quality;
- Establishes specific data quality benchmarks for timeliness, completeness, accuracy, and consistency;
- Describes the procedures for implementing the plan and monitoring progress toward meeting data quality benchmarks; and
- Establishes a timeframe for monitoring data quality on a regular basis.

HMIS Data Standards

In 2010 the U.S. Interagency Council on Homelessness (USICH) affirmed HMIS as the official method of measuring outcomes in its *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*. Since then many of the federal agencies that provide McKinney-Vento Act and other sources of funding for services to specific homeless populations have joined together and are working with HUD to coordinate the effort.

In May, 2014, HUD published a revised final HMIS Data Standards. The May, 2014 Data Standards revise and replace the March, 2010 HMIS Data Standards by which client- and program-level data reporting have been guided. The May, 2014 HUD Data Standards identify Universal Data Elements, and Program Specific Data Elements which are required of all homeless programs participating in the HMIS. Frequency of data collection and subsequent entry into the HMIS are also required.

HMIS is now used by the federal partners and their respective programs in an effort to end homelessness, which includes:

- **U.S. Department of Housing and Urban Development (HUD)**
 - Office of Special Needs Assistance Programs (SNAPS)
 - Continuum of Care (CoC) Program
 - Emergency Solutions Grants (ESG)Program
 - Housing Opportunities for Persons with AIDS program (HOPWA)
 - HUD-Veterans Affairs Supportive Housing (HUD/VASH)
 - Rural Housing Stability Assistance Program (RHSP)
- **U.S. Department of Health and Human Services (HHS)**
 - Administration for Children and Families (ACYF) – Family and Youth Service Bureau (FYSB)
 - Runaway and Homeless Youth (RHY)
 - Substance Abuse and Mental Health Services Administration (SAMHSA)
 - Projects for Assistance in Transition from Homelessness (PATH)
- **U.S. Department of Veteran Affairs (VA)**
 - Supportive Services for Veteran Families Program (SSVF)
 - Community Contract Emergency Housing (HCHV/EH)*
 - Community Contract Residential Treatment Program (HCHV/RT)*
 - Domiciliary Care (HCHV/DOM)*
 - VA Community Contract Safe Haven Program (HCHV/SH)*
 - Grant and Per Diem Program (GPD)*
 - Compensated Work Therapy Transitional Residence (CWT/TR)*

Universal Data Elements

The Universal Data Elements establish the baseline data collection requirements for all homeless housing and/or service providers entering data into the HMIS. They are the basis for producing unduplicated estimates of the number of people experiencing homelessness, accessing services from homeless assistance projects, basic demographic characteristics of people experiencing homeless, and patterns of service use, including information on shelter stays and homelessness over time.

The required Universal Data Elements include the following:

- Name
- Social Security Number
- Date of Birth
- Race Ethnicity
- Gender
- Veteran Status
- Disabling Condition
- Residence Prior to Project Entry
- Project Entry Date
- Project Exit Date
- Destination
- Relationship to Head of Household
- Client Location
- Length of Time on Street, in an ES or Safe Haven

Program Specific Data Elements

Program Specific Data Elements differ from the Universal Data Elements in that no one project must collect every single element in this section. Which data elements are required is dictated by the reporting requirements set forth by each Federal partner for each of their programs. A Partner may require all of the fields or response categories in a data element or may specify which of the fields or response categories are required for their report.

The required Program Specific Data Elements include the following:

- Housing Status
- Income and Sources
- Non-Cash Benefits
- Health Insurance
- Physical Disability
- Developmental Disability
- Chronic Health Condition
- HIV/AIDS
- Mental Health Problem
- Substance Abuse
- Domestic Violence
- Contact
- Date of Engagement
- Services Provided
- Financial Assistance Provided
- Referrals Provided
- Residential Move-In Date
- Housing Assessment Disposition
- Housing Assessment at Exit

TIMELINESS

Entering data in a timely manner can reduce human error that occurs when too much time has elapsed between the data collection, or service transaction, and the data entry. The individual doing the data entry may be relying on handwritten notes or their own recall of a case management session, a service transaction, or a program exit date; therefore, the sooner the data is entered, the better chance the data will be correct. Timely data entry also ensures that the data is accessible when it is needed, either proactively (e.g. monitoring purposes, increasing awareness, meeting funded requirements), or reactively (e.g. responding to requests for information, responding to inaccurate information).

Deadlines

All data shall be entered into HMIS in a timely manner. Toward that end, the following data entry deadlines are set forth:

- Emergency Shelters: Universal Data Elements and Housing Check-In/Check-Out are entered within 1 workday (24 work hours after the check-in/check-out time)
- Transitional and Permanent Supportive Housing Programs: Universal Data Elements, Program-Specific Data Elements, and Housing Check-In/Check-Out are entered within 3 workdays
- Rapid Re-Housing and Homelessness Prevention Programs: Universal and Program-Specific Data Elements are entered within 1 workday (24 work hours after the enrollment/eligibility established)
- Outreach Programs: Limited data elements entered within 3 workdays of the first outreach encounter. Upon engagement for services, all remaining Universal Data Elements entered within 3 workdays
- Supportive Services Only Programs: Universal Data Elements are entered within 3 workdays

COMPLETENESS

Complete HMIS data helps a CoC meet various funding compliance requirements, and ensures that persons in the homeless assistance system receive the services needed to secure and maintain permanent housing. Additionally, it is necessary to fully understand the demographic characteristics and service use of persons accessing the homeless housing and services in the community. Complete data facilitates confident reporting and analysis on the nature and extent of homelessness, including:

- Unduplicated counts of persons served;
- Patterns of use of persons entering and exiting the homeless assistance system in the community; and
- Evaluation of the effectiveness of the community's homeless assistance system.

Universal Data Elements

The Continuum of Care's goal is to collect 100% of all data elements. However, the CoC recognizes that this may not be possible in all cases. Therefore, the CoC has established an acceptable range of missing/null, don't know, refused, and data not collected responses, depending on the data element and the type of program entering data.

Target

All data in the HMIS shall be collected and entered in a common and consistent manner across all programs. Data collection and entry should be conducted in accordance with the most current HUD HMIS Data Standards. See Appendix A

All Clients Served

HUD expects that all clients receiving housing and/or services through the homeless assistance system will have their service delivery documented in HMIS. If a program only enters data on a few of its clients, the program's efficacy cannot accurately be determined. Incomplete data may erroneously reflect low bed utilization rates (for housing programs), and may inaccurately reflect client's progress in meeting programmatic goals (i.e. employment, transitioning to permanent housing).

Target

All programs using the HMIS shall enter data for one hundred percent (100%) of clients served.

Bed Utilization

One of the primary features of the HMIS is its ability to record the number of client stays or bed nights at a homeless residential facility. A program's bed utilization rate is the number of beds occupied as a percentage of the entire bed inventory. When a client is enrolled into a residential program (emergency, transitional, or permanent), s/he is assigned to a bed or unit. The client remains in that bed or unit until s/he is transferred to another bed or unit, or is exited from the program. When the client is exited from the program, s/he is also exited from the bed or unit in the HMIS.

The CoC recognizes that new projects may require time to reach the projected occupancy numbers and will not expect them to meet the utilization rate requirement during the first operating year.

Target

A program's bed utilization rate is an excellent barometer of data quality. A low utilization rate could reflect low occupancy, but it could also indicate that data is not being entered in the HMIS for every client served. A high utilization rate could reflect that the program is over capacity, but it could also indicate that clients have not been properly discharged from the program in the HMIS.

Housing Program Type	Target Utilization Rate (%)	Acceptable Utilization Rate (%)
Emergency Shelter	75%	65%
Transitional Housing	90%	65%
Permanent Housing	90%	65%

ACCURACY

Accurate collection and entry of data into the HMIS ensures that the data is the best possible representation of reality as it relates to homeless persons and the programs that provide homeless housing and services. Data in the HMIS should accurately reflect client data recorded in the client's file, along with information known about the client and the housing and/or services received by the client.

Target

All data entered into the HMIS shall be a reflection of information provided by the client and as documented in the client's file. Changes or updates in client information shall be reflected in the HMIS as they occur. To ensure the most up-to-date and complete data, data entry errors should be corrected monthly, or more frequently as required.

CONSISTENCY

Consistency of data directly affects the accuracy of data. Consistency ensures that data is understood, collected, and entered in the same manner across all programs in the HMIS. Basic enrollment, annual assessment, and exit workflows/forms, designed to capture client data pursuant to HUD's HMIS Data Standards, provide for common and consistent data collection and are available to all programs. To that end, all intake and data entry staff will complete an initial training before accessing the production HMIS system.

Target

All data in the HMIS shall be collected and entered in a common and consistent manner across all programs. Data collection and entry should be conducted in accordance with the most current HUD HMIS Data Standards.

MONITORING

The purpose of monitoring is to ensure that the agreed-upon data quality targets are met to the greatest extent possible, and that data quality issues are quickly identified and resolved. The CoC recognizes that the data produced from the HMIS is critical to meet the reporting and compliance requirements of HUD, the individual agencies, and the CoC as a whole.

Target

When data quality benchmarks are met, reporting will be more reliable and can be used to evaluate service delivery, program design and effectiveness, and efficiency of the system. All HMIS participating agencies are expected to meet the data quality benchmarks described in this document. To achieve this, HMIS data will be monitored and reviewed in accordance with the schedule outlined in this section. All monitoring will be conducted by the HMIS Lead Agency with the full support of the CoC.

Roles and Responsibilities

- **Data Timeliness:** The HMIS support staff will measure timeliness by running custom reports in ClientTrack's Data Explorer tool. Programs of different types will be reviewed separately. The agency will be required to improve their data timeliness or provide explanation before the next month's report.
- **Data Completeness:** The HMIS support staff will measure completeness by running APRs, Universal Data Quality, or custom Data Explorer reports, and compare any missing rates to the data completeness benchmarks. The agency will be required to improve their data completeness rate or provide explanation before the next month's report.
- **Data Accuracy:** The HMIS support staff will review source documentation during the annual site visits. The agency staff is responsible to make this documentation available upon request. Outreach programs may be exempt from the data accuracy review.

Monitoring Frequency

- Monthly Review: Data Timeliness and Data Completeness
- Annual Review – site visits: Data Accuracy
- Other: Data quality monitoring may be performed outside of the regularly scheduled reviews, if requested by program funders or other interested parties (the agency itself, HMIS Lead Agency, CoC, HUD, or other Federal and local government agencies)

Compliance

- **Data Timeliness:** The average timeliness rate in any given month should be within the allowed timeframe.
- **Data Completeness:** There should be no missing (null) data for required data elements. Responses that fall under unknown (don't know or refused) should not exceed the allowed percentages in any given month. Housing providers should stay within the allowed utilization rates.
- **Data Accuracy:** The percentage of client files with inaccurate HMIS data should not exceed 10%. (For example, if the sampling includes 10 client files, then 9 out of 10 of these files must have the entire set of corresponding data entered correctly in HMIS.)

Data Quality Reporting and Outcomes

Each month agencies are required to submit the Universal Data Quality report for all participating HMIS programs. Additionally, agencies are required to submit a quarterly Data Quality Certification (Appendix B) for all participating HMIS programs. The certification will include any findings and recommended corrective actions. If the agency fails to make corrections, or if there are repeated or egregious data quality errors, the HMIS Staff may notify the agency's funders or community partners about non-compliance with the required HMIS participation.

HMIS data quality certification is now part of several funding applications, including for CoC and ESG programs. Low HMIS data quality scores may result in denial of this funding.

INCENTIVES AND ENFORCEMENT

Timely HMIS data entry ensures that the data is accessible when it is needed, whether for monitoring purposes, meeting funding requirements, responding to requests for information, or for other purposes. Complete HMIS data is necessary to fully understand the demographic characteristics and service use of persons accessing the homeless housing and services in the community. Complete data facilitates confident reporting and analysis on the nature and extent of homelessness throughout the CoC. Complete HMIS data helps the CoC meet various funding compliance requirements, and ensures that persons in the homeless assistance system receive the services needed to secure and maintain permanent housing. Accurate collection and entry of data into the HMIS ensures that the data is the best possible representation of reality as it relates to homeless persons and the programs that provide homeless housing and services. Consistency of data directly affects the accuracy of data. Consistency ensures that data is understood, collected and entered in the same manner across all programs in the HMIS.

All HMIS participating agency administrators must ensure that these minimum data entry standards are fulfilled for every program utilizing the HMIS.

Target

To ensure that HMIS participating agencies meet the minimum data entry standards set forth herein, a copy of this Data Quality Plan will be posted to the HMIS Lead's website. Sample intake, annual update and discharge forms will also be posted to the HMIS Lead's website. Participating agencies will provide data quality reports to the HMIS Lead Agency in accordance with the monitoring schedule described in the "Monitoring" section to facilitate compliance with the minimum data entry standards.

Agencies that meet the data quality benchmarks will be periodically recognized by the CoC. HMIS participating agencies that do not adhere to the minimum data entry standards set forth herein will be notified of their deficiencies and provided with specific information regarding the nature of the deficiencies and methods by which to correct them. HMIS participating agencies will be given one month to correct any identified data quality issues. Training will be offered to agencies that remain noncompliant with the minimum data entry standards. HMIS participating agencies continuing in default may have HMIS access suspended until such time as agencies demonstrate that compliance with minimum data entry standards can be reached.

APPENDICES

Appendix	Document Title
Appendix A	Target – Universal Data Elements
Appendix B	Data Quality Certification – Emergency and Day Shelter
Appendix C	Data Quality Certification – Permanent, Transitional Housing and Supportive Services Only
Appendix D	Data Quality Certification – Street Outreach

Target – Universal Data Elements

All Universal Data Elements must be obtained from each adult and unaccompanied youth who applies for services through the homeless assistance system. Most Universal Data Elements are also required for children age 17 years and under.

Universal Data Element	Permanent Housing, Supportive Services Only, Transitional Housing			Emergency Shelter/Day Shelter			Street Outreach		
	Target	Acceptable NULL/Missing	Acceptable "Client don't know", "Client Refused"	Target	Acceptable NULL/Missing	Acceptable "Client don't know", "Client Refused"	Target	Acceptable NULL/Missing	Acceptable "Client don't know", "Client Refused"
Name	100%	0%	0%	100%	0%	0%	75%	0%	10%
Social Security Number	100%	0%	5%	100%	0%	5%	75%	0%	50%
Date of Birth	100%	0%	0%	100%	0%	2%	75%	0%	30%
Race	100%	0%	5%	100%	0%	5%	75%	0%	30%
Ethnicity	100%	0%	5%	100%	0%	5%	75%	0%	30%
Gender	100%	0%	0%	100%	0%	0%	75%	0%	5%
Veteran Status	100%	0%	5%	100%	0%	5%	75%	0%	30%
Disabling Condition	100%	0%	5%	100%	0%	5%	75%	0%	30%
Residence Prior to Project Entry	100%	0%	0%	100%	0%	0%	100%	0%	0%
Project Entry Date	100%	0%	0%	100%	0%	0%	100%	0%	0%
Project Exit Date	100%	0%	0%	100%	0%	0%	100%	0%	0%
Destination	100%	0%	2%	75%	0%	30%	75%	0%	NA
Relationship to Head of Household	100%	0%	0%	100%	0%	0%	100%	0%	0%
Client Location	100%	0%	0%	100%	0%	0%	100%	0%	0%
Length of Time on Street, in an ES or Safe Haven	100%	0%	0%	100%	0%	0%	100%	0%	0%

Emergency Shelter and Day Shelter Program Certification

Bed Utilization and Data Quality
[Agency and Program Name]
Data Certification for [] Quarter of [Year]
Months: []

I have reviewed the data for the period beginning on the first day of the month to the last day of the month. I have compared the aggregate data reports to the detail and result reports and have made a good faith effort to correct deficiencies in the client data shown on the reports. I have reviewed the following (as applicable to my program) and understand that the CoC's goal is 100% for all Universal data elements (unless otherwise stated in the Data Quality Plan) and must provide an explanation for data elements that are below the benchmark:

Universal Data Elements

My agency's data quality: ___ does or ___ does not meet the CoC's 80% + data completeness standard. If it does not, provide justification: _____

Program Specific Data Elements

Percentage for **entry** questions are: ___ less than 80% or ___ 80% or more. Justification for less than 80% missing answers: _____

Percentage for **exit** questions are: ___ less than 65% or ___ 65% or more. Justification for less than 80% missing answers: _____

Bed Utilization(Required for Emergency Shelter programs only)

_____ Bed Utilization is more than 65% and less than 105% (local target is 75%)

_____ Bed Utilization is **under 65%**: I have verified that clients have been properly entered and exited, and verify that the bed utilization is actually under 65%. Justification for low utilization:

**Justification for high utilization: _____

_____ Bed Utilization is **over 105%**: I have verified that clients have been properly entered and exited, and verify that the bed utilization is actually over 105%.

**Justification for high utilization: _____

Last Service Date (Required for Outreach and Supportive Services programs only)

Clients who **have not** received services within the last 90 days: ___ have or ___ have not been exited from their programs. Please provide an explanation if they have not: _____

Signature: _____

Date: _____

Print Name: _____

Position: _____

Bed Utilization and Data Quality
[Agency and Program Name]
Data Certification for [] Quarter of [Year]
Months: []

I have reviewed the data for the period beginning on the first day of the month to the last day of the month. I have compared the aggregate data reports to the detail and result reports and have made a good faith effort to correct deficiencies in the client data shown on the reports. I have reviewed the following (as applicable to my program) and understand that the CoC's goal is 100% for all Universal data elements (unless otherwise stated in the Data Quality Plan) and must provide an explanation for data elements that are below the benchmark:

Universal Data Elements

My agency's data quality: ___ does or ___ does not meet the CoC's 95% + data completeness standard. If it does not, provide justification: _____

Program Specific Data Elements

Percentage for **entry** questions are: ___ less than 95% or ___ 95% or more. Justification for less than 98% missing answers: _____

Percentage for **exit** questions are: ___ less than 80% or ___ 80% or more. Justification for less than 98% missing answers: _____

Bed Utilization

_____ Bed Utilization is more than 65% and less than 105% (local target is 90%)
_____ Bed Utilization is **under 65%**: I have verified that clients have been properly entered and exited, and verify that the bed utilization is actually under 65%. Justification for low utilization:
**Justification for high utilization: _____

_____ Bed Utilization is **over 105%**: I have verified that clients have been properly entered and exited, and verify that the bed utilization is actually over 105%.
**Justification for high utilization: _____

Last Service Date (Required for Outreach and Supportive Services programs only)

Clients who **have not** received services within the last 90 days: ___ have or ___ have not been exited from their programs. Please provide an explanation if they have not: _____

Signature: _____

Date: _____

Print Name: _____

Position: _____

Bed Utilization and Data Quality
[Agency and Program Name]
Data Certification for [] Quarter of [Year]
Months: []

I have reviewed the data for the period beginning on the first day of the month to the last day of the month. I have compared the aggregate data reports to the detail and result reports and have made a good faith effort to correct deficiencies in the client data shown on the reports. I have reviewed the following (as applicable to my program) and understand that the CoC's goal is 100% for all Universal data elements (unless otherwise stated in the Data Quality Plan) and must provide an explanation for data elements that are below the benchmark:

Universal Data Elements

My agency's data quality: ___ does or ___ does not meet the CoC's 60% + data completeness standard. If it does not, provide justification: _____

Program Specific Data Elements

Percentage for **entry** questions are: ___ less than 60% or ___ 60% or more. Justification for less than 60% missing answers:

Percentage for **exit** questions are: ___ less than 60% or ___ 60% or more. Justification for less than 60% missing answers:

Last Service Date (Required for Outreach and Supportive Services programs only)

Clients who **have not** received services within the last 90 days: ___ have or ___ have not been exited from their programs. Please provide an explanation if they have not:

Signature: _____

Date: _____

Print Name: _____

Position: _____



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HMIS Fee Schedule

A. AGENCY PARTICIPATION FEE

Each Partner Agency that does not receive CoC, CDBG, ESG, SSVF, or HOPWA funding will be charged an annual HMIS participation fee. There are two tiers of annual agency fees:

- a. \$500 – annual fee with unlimited number of HMIS user accounts
- b. \$250 – annual fee for startups and small agencies with two (2) HMIS user accounts

The initial fee for new agencies will be prorated for the remainder of the calendar year and is due prior to the HMIS activation. The annual fee for renewing agencies is billed by the calendar year. Partner Agencies will have a ninety (90) day grace period in which to pay the fee. Fees not paid within the ninety (90) day grace period may result in all agency licenses being suspended. Agencies leaving the HMIS will not be refunded for the remainder of the year.

CFTH may award a one-year stipend, equal to the annual fee, to a selected agency based on need. The agency must present a strong case for participation in the HMIS without having the budget to pay the fee.

Government agencies that are part of the CoC are exempt from paying the participation fees.

B. PROGRAM-SPECIFIC FEES

CFTH may assess an additional program participation fee for certain funding sources (ESG, SSVF, HOPWA, etc.) that require HMIS participation but otherwise do not cover its cost. Partner Agencies applying for new funding that requires HMIS participation are strongly encouraged to contact CFTH for details about any program-specific fees.

C. ADDITIONAL CUSTOMIZATIONS AND SERVICES

All HMIS software customization requests are subject to approval by CFTH. Agency-specific customizations (forms, workflows, workgroups, or reports), custom queries, and data analysis reports provided by CFTH will be billed at \$50 per hour. Service delivery costs billed by the HMIS Software Provider will be passed to the Partner Agency requesting the customization.

D. REACTIVATION FEE

All users are required to keep their HMIS licenses active by frequently logging into the system. Any user not accessing ClientTrack HMIS for more than 45 calendar days will be automatically locked out. The fee to reactivate inactive licenses is \$35. This fee must be paid on a company check and made payable to "Coalition for the Homeless of Houston/Harris County". CFTH will waive the fee in case of illness or approved long-term absence only after a written request by the user's supervisor.

E. MISSED TRAINING FEE

The CFTH HMIS team offers a variety of trainings every month. If a user is unable to attend a training for which he/she registered, a cancellation notice is required no less than 24 hours prior to the scheduled training time. A cancellation e-mail should be sent to hmis@homelesshouston.org. A fee of \$50 will be assessed to the agency if a user fails to cancel or show up for training. CFTH will waive the fee in case of illness or approved emergency absence only after a written request by the user's supervisor.

Authorization to Disclose Client Information

The U.S. Department of Housing and Urban Development (HUD) requires agencies that receive certain types of HUD funding to use a Homeless Management Information System (HMIS). Other funding sources may also require program participation in HMIS. This system is not electronically connected to HUD and is only used by authorized agencies. All persons accessing the HMIS have received confidentiality training and have signed agreements to protect clients' personal information and limit its use appropriately. The HMIS Privacy Policy is available upon request and is posted at the Coalition for the Homeless of Houston/Harris County website (<http://www.homelesshouston.org/hmis>). Any additional data sharing agreements, providing details on how the member agency handles client information beyond the baseline HMIS Privacy Policy, are available at the agency service sites.

I give permission to the agency listed below to collect and enter information into HMIS about me and my household, which may include demographics, picture, health information, and services that I receive from participating agencies. I understand that the HMIS is shared with and used by authorized agencies in my community for the purposes of:

- Assessing clients' needs in order to provide better assistance and to improve their current or future situations
- Improving the quality of care and service for people in need
- Tracking the effectiveness of community efforts to meet the needs of people who have received assistance
- Reporting data on an aggregate level that does not identify specific people or their personal information

I understand that:

- I have the right to review my HMIS record with an authorized user.
- All agencies that use HMIS will treat my information with respect and in a professional and confidential manner.
- Unauthorized people or organizations cannot gain access to my information without my consent.
- Signing this release form does not guarantee that I will receive the requested services.
- I understand that if I do not sign this form, it will not change whether or not I can receive services from the agency listed below and any other participating agencies. However, I would need to contact each such agency directly to apply for assistance and for a determination of eligibility.
- I understand that this authorization shall remain in effect from the date of my signature below.
- I understand that I may revoke this authorization at any time by notifying the agency listed below in writing. I also understand that the written revocation must be signed and dated later than the date on this authorization. The revocations will not affect any actions taken before the receipt of the written revocation.

My signature below authorizes the agency listed below to release my identity, health conditions when necessary, and my need for services and support to necessary individuals or agencies. Further, if I am unable to participate in a determination of those services, which would be of benefit to me, or my permission is needed in the future to authorize additional services for this program, my signature below authorizes the named individual to sign for assistance for me in my absence after receiving my verbal permission. Finally, if I am unable to make decisions, the person listed below is hereby authorized to represent me:

Agency

Print Name of Designated Individual

Relationship

Client Signature

Date

Witness Signature

Date

Inferred Consent Notice

Use of a Homeless Management Information System (HMIS) is required by the US Department of Housing and Urban Development (HUD) for agencies that receive certain types of HUD funding. Other funding sources may also require program participation in the HMIS. This system is not electronically connected to HUD and is only used by authorized agencies. All persons accessing the HMIS have received confidentiality training and have signed agreements to protect clients' personal information and limit its use appropriately.

The HMIS Privacy Policy is available upon request and is posted at the Coalition for the Homeless of Houston/Harris County website (<http://www.homelesshouston.org/hmis>).

We collect personal information about individuals in a computer system called a Homeless Management Information System (HMIS) for reasons that are discussed in our privacy policy. We may be required to collect some personal information by organizations that fund the operation of this program. Other personal information that we collect is important to run our programs, to improve services for individuals, and to better understand the needs of individuals. In order to provide or coordinate individual referrals, case management, housing or other services, some client records may be shared with other organizations that are required to have privacy policies in place in order to protect your personal information.

We only collect information that we consider appropriate. If you have any questions or would like to see our privacy policy, our staff will provide you with a copy. You have the right as a client to decline to share your information.



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DATA USE AND SECURITY AGREEMENT

Date Effective: _____
Expiration Date: _____
Project Name: _____

ClientTrack is a web-based homeless management information system (the “HMIS”) for recording and sharing information on services provided to homeless consumers in the Houston/Harris County Continuum of Care. The Primary Coordinating Organization (PCO) is the Coalition for the Homeless of Houston/Harris County (hereinafter referred to as “the PCO”). The System Administrator (SA) is the Coalition for the Homeless of Houston/Harris County. The SA is the primary communications coordinator between the PCO and Participants. In this agreement, "Participant" is an organization that uses Client Track; "Client" is a consumer of services.

The Data Recipient is bound by a variety of Government regulations and laws, as well as contractual obligations with all clients, to be accountable for information confidentiality, integrity and security. Similarly, individual consultants and vendors, including their subcontractors, in the employ of the Data Recipient must be accountable for data security in the performance of the Data Recipient’s work, and individuals or institutions approved to use the data collected by the Data Recipient must be accountable for data security as well. To this end, the Parties agree to the following terms regarding the release and use of data provided by the PCO hereunder.

1. This agreement is by and between the Coalition for the Homeless of Houston/Harris County (the PCO) and _____, hereafter referred to as the “Data Recipient.” The PCO and the Data Recipient will be collectively referred to as the “Parties.”
2. This agreement addresses the conditions under which the PCO will disclose and the Data Recipient will use the data provided under the terms of the scope of work pursuant to the referral contract or application for use noted above. This agreement supersedes all agreements between the Parties with respect to the use of data specified in this Agreement and provided by the PCO. The terms of this Agreement can be changed only by written modification to this Agreement or by the Parties adopting a new Agreement.
3. The Parties mutually agree that the Data Recipient does not obtain any right, title, or interest in any of the data provided by the PCO.



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4. The Parties mutually agree that the following named individual is designated as the “Custodian” of the data on behalf of the Data Recipient and will be responsible for observing the security and privacy arrangements specified in this Agreement.

_____ Name of Custodian	_____ Company/Organization
_____ Street Address	_____ City/State/Zip Code
_____ Phone Number	_____ E-mail Address

5. The Parties mutually agree that the following named individual will be designated as the point-of-contact for this Agreement on behalf of the PCO.

_____ Name of Contact	_____ Title
_____ Street Address	_____ City/State/Zip Code
_____ Phone Number	_____ E-mail Address

6. The Parties mutually represent that the data provided will be used solely for the purposes described in the scope of work under the terms of the contract and for no other purpose.



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7. Data Recipient agrees that access to the data provided under this agreement will be limited to the minimum number of individuals necessary to perform the work. The data will not be made available to any unauthorized personnel or other organizations, except consultants or sub-contractors involved in the current scope of work. If the sensitivity of the data warrants it, the Data Recipient agrees to provide to the PCO a roster of the names of the individuals having access to the data.
8. Under this agreement, the SA and PCO will provide the Data Recipient with data drawn from the HMIS that encompasses:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
9. Operating Policies: Parties agree to follow and comply with the HMIS User License Agreement (Attachment A) which may be modified by the CoC Steering Committee.
10. Technical Support: The SA and the PCO will provide limited technical support as related to identifying the elements in the aggregate data so analysis can be conducted.
11. Training: The PCO shall not provide any HMIS training to the Data Recipient.
12. The Parties mutually agree that the data provided under this Agreement and/or any derivative file(s) may be retained only for the duration of this Agreement. At the end of this Agreement, the Data Recipient must return or destroy all original data files and any derivative files as specified in the scope of work. Data destruction must be done using industry best practices.
13. The Data Recipient agrees to use appropriate administrative, technical and physical safeguards to protect the data. Authorizations should be based on the principals of need to know, least privilege and separation of duties.
14. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity. The parties specifically agree that this agreement is for the benefit of the parties only and that this agreement creates no rights in any third party.

In no event shall either party be responsible to the other for special, indirect or consequential damages of any kind.



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15. The Data Recipient agrees to ensure that any agents, including subcontractors, to whom it provides the data, agree to the same restrictions and conditions that apply to the Data Recipient with respect to such information.
16. The Parties mutually acknowledge that certain types of personal, health and financial data are protected by Government regulations and laws, including but not limited to the Privacy Act of 1974 (5 U.S.C. 552a et seq.), HIPAA Privacy Rule (104-191 P.L.), the HITECH ACT, Public Law 111-005, the Sarbanes-Oxley Act and the Gramm-Leach-Bliley Act of 1999. The Parties further mutually acknowledge that there are administrative, civil or criminal penalties for disclosure or misuse of these data.
17. Scope of Agreement: This agreement, together with attachments and any referenced material, is the entire agreement between the parties, and is binding upon the parties and any permitted successors or assigns.
18. By signing this agreement, the Data Recipient agrees to abide by the provisions noted in this Agreement for the protection of the data file(s) noted, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement.
19. Both the Data Recipient and the PCO understand that the agreement can be terminated at any time by either party.
20. This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Harris County, Texas.
21. For the purposes of this agreement and all services to be provided hereunder, the relationship of the Parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship of the Parties is an independent contractor relationship and neither Party shall be considered an agent, representative, or employee of the other Party. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on the other Party.



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22. All notices and communications under this Agreement must be mailed by certified mail, return-receipt requested, or delivered to the parties at the following addresses:

To Data Recipient:

To the Coalition:

Coalition for the Homeless of Houston/Harris County
600 Jefferson Street, Suite 2050
Houston, Texas 77002
Attention: _____

These addresses may be changed upon giving prior written notice of the change.

The undersigned individual hereby attests that he or she is authorized to commit to this agreement on behalf of the Data Recipient and further agrees to abide by all of the terms specified in this Agreement.

(Name and Title of person signing the Agreement)

(Signature and Date)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Coalition for the Homeless of Houston/Harris County.

**COALITION FOR THE HOMELESS OF HOUSTON /
HARRIS COUNTY**

By: _____
President and CEO

Date Signed: _____



Houston/Harris County HMIS Privacy Policies and Procedures

The goal of the Houston/Harris County Homeless Management Information Systems (hereafter “the HMIS”) Privacy Policies and Procedures is to ensure confidentiality and security of all client data captured in the HMIS in conformity with all current regulations related to privacy and data confidentiality rights.

Outlined in this Houston/Harris County HMIS Privacy Policy and Procedure are the Houston/Harris County Continuum of Care (CoC) standards and parameters to be followed by all HMIS Participating Agencies (PA). The CoC recognizes its participating agencies may have established their own policies that meet HUD privacy requirements and the CoC standards set forth herein. The Houston/Harris County HMIS Privacy Policy and Procedure is not intended to supplant individual PA privacy policies. As long as PA privacy policies and practices meet the thresholds established in this policy and do not contradict the practices described, PAs may establish additional or more stringent requirements for HMIS end users. Additionally, this policy serves to describe how the HMIS Lead Agency and the Houston/Harris County HMIS meet the privacy requirements established in HUD privacy standards.

Policy Access and Amendment

The HMIS Lead Agency may amend its privacy policy and practices at any time, subject to the recommendation of the HMIS Support Committee. The HMIS Lead Agency may bring issues to the CoC Steering Committee as necessary. An amendment may affect data that had been entered in the HMIS before the effective date of any such amendment. This policy is consistent with current privacy standards for HMIS issued by HUD.

The Privacy Policy will be reviewed and amended consistent with the procedure described in the Roles and Responsibilities section of the HMIS Policies and Procedures.

Applicability

The Houston/Harris County HMIS Privacy Policy and Procedure applies to the HMIS Lead, PAs, and any person accessing HMIS data. PA projects subject to the privacy rules established under the authority of the Health Insurance Portability and Accountability Act (HIPAA) or other more restrictive policies will be honored.

The limitations of the HMIS implementation are described in the Client Informed Consent and Privacy Rights section of the HMIS Policies and Procedures.

The HMIS Lead Agency and PAs will uphold federal and state confidentiality regulations to protect client records and privacy. If a PA is covered by more stringent regulations, such as HIPAA, the more stringent regulations will prevail. Any project not subject to the Houston/Harris County HMIS Privacy Policy and Procedure will be identified in the PA’s HMIS Agency Participation Agreement.

Participating Agency Policy

Each PA is responsible for maintaining a privacy policy and certifying that each participating project complies with the Houston/Harris County HMIS Privacy Policy and Procedure. PA Administrators are responsible for reviewing privacy policies and ensuring consistency with the Houston/Harris County HMIS Privacy Policy and Procedure. At times, PAs may require more rigorous privacy standards but they must, at minimum, meet and not contradict the privacy standards set forth herein. In addition, PAs must maintain documentation regarding changes to their privacy policies.

Each PA will adopt the standard policy or their own, as long as the policy meets and does not contradict with the privacy standards set forth in this Policy and Procedure.

A PA's Privacy Policy will:

- Specify the purpose for collecting the information.
- Specify all potential uses and disclosures of client personal information.
- Specify the time for which the hard copy and electronic data will be retained at the organization and the method for disposing of it or removing identifiers from personal information that is not in current use.
- State the process and applicability of amendments and commit to documenting all amendments.
- Offer reasonable accommodations for persons with disabilities and/or language barriers.
- Allow the client the right to inspect and to have a copy of their client record and offer to explain any information the individual may not understand.
- Include reasons and conditions when an organization would not release information.
- Specify a procedure for accepting and considering questions or complaints about the privacy policy.

Compliance Review

The HMIS Lead Agency is responsible for ensuring HMIS is operated in accordance with HUD standards. PAs are responsible for conducting annual reviews certifying each participating project complies with the Houston/Harris County HMIS Privacy Policy and HUD standards. The Houston/Harris County CoC, through the HMIS Lead Agency, retains the right to conduct site visits to ensure compliance with the Houston/Harris County HMIS Privacy Policy and Procedure.

Each year, PAs will be required to self-certify that they comply with the Houston/Harris County HMIS Privacy Policy and Procedure. PAs must indicate whether it has:

- Adopted the Houston/Harris County HMIS Privacy Policy and Procedure, or
- Adopted a different privacy policy that meets the requirements outlined in the Houston/Harris County HMIS Privacy Policy and Procedure.

In the event the PA adopts a different privacy policy, the PA will be expected to attach a copy of the policy to their HMIS Agency Participation Agreement. If no policy has been adopted at time of execution of the HMIS Agency Participation Agreement, or at the time of the annual certifications thereafter, the PA must establish a date no later than three months from the certification review date by which such a policy will be developed and implemented.

Privacy Policy Notice

The HMIS Lead Agency and PAs must ensure privacy policies are readily accessible to clients and the public.

Public Access Procedure

The HMIS Lead Agency will post the Houston/Harris County HMIS Privacy Policy and Procedure on its official website and provide a copy to any individual upon request.

Informed Client Consent Procedure

The HMIS Lead Agency will maintain HMIS data using lawful and fair means. PA privacy policies will include a provision stating the PA will only collect data with the consent of their clients. Any client seeking assistance from a PA will be notified through a signed consent form that data collection will occur. The HMIS Lead Agency will assume that client information in the Houston/Harris County HMIS has been entered with the consent of the client according to these policies and procedures. All PAs will keep copies of the signed consents on file. Individual PAs may maintain stricter policies relating to client consent to collect and share data with the HMIS Lead Agency.

At minimum, the HMIS Lead Agency requires PAs to post signs at each intake desk or other appropriate locations where data collection occurs explaining the reasons for HMIS data collection. The sign will include the following language:

We collect personal information about individuals in a computer system called a Homeless Management Information System (HMIS) for reasons that are discussed in our privacy policy. We may be required to collect some personal information by organizations that fund the operation of this program. Other personal information that we collect is important to run our programs, to improve services for individuals, and to better understand the needs of individuals. In order to provide or coordinate individual referrals, case management, housing or other services, some client records may be shared with other organizations that are required to have privacy policies in place in order to protect your personal information.

We only collect information that we consider appropriate. If you have any questions or would like to see our privacy policy, our staff will provide you with a copy. You have the right as a client to decline to share your information.

Agencies may use the sample privacy notice attached in Appendix G of the HMIS Policies and Procedures.

Accessibility Procedure

Each PA that is a recipient of federal assistance will 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 organization.

PAs must make reasonable accommodations for persons with disabilities throughout the consent, intake, and data collection processes. 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.

HMIS Data Use and Disclosure

The confidentiality of HMIS data will be protected. PAs must collect data by legal and fair means, consistent with the Data Policies and Procedures section of the HMIS Policies and Procedures. The HMIS Lead Agency and PAs may only collect, use, and disclose data for the specific purposes and reasons defined in this section.

The HMIS Lead Agency collects HMIS data from organizations that directly enter data into the Houston/Harris County HMIS System with the knowledge and authority of the CoC Steering Committee. HMIS data may only be collected, used, or disclosed for activities described in this section. The HMIS Lead Agency requires that PAs notify individuals seeking their assistance that data collection, use, and disclosure will occur. By entering data into the Houston/Harris County HMIS System, the PA verifies that individuals have provided the PA with consent to use and disclose their data for purposes described below and for other uses and disclosures the HMIS Lead Agency determines to be compatible:

- To provide or coordinate individual referrals, case management, housing or other services. Client records may be shared with other organizations that may have separate privacy policies and that may allow different uses and disclosures of the information;
- For functions related to payment or reimbursement for services;
- To carry out administrative functions, including but not limited to audit, personnel oversight, and management functions;
- To produce aggregate-level reports regarding use of services;
- To produce aggregate-level reports for funders or grant applications;
- To create de-identified (anonymous) information;

- To track system-wide and project-level outcomes;
- To identify unfilled service needs and plan for the provision of new services;
- To conduct a study or research project approved by the CoC
- When required by law (to the extent that use or disclosure complies with and is limited to the requirements of the law);
- To avert a serious threat to health or safety if:
 - The use or disclosure is reasonably believed to be necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and
 - The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- To report about an individual reasonably believed to be a victim of abuse, neglect, or domestic violence to a governmental authority (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect, or domestic violence in any of the following three circumstances:
 - Where the disclosure is required by law and the disclosure complies with and is limited to the requirements of the law;
 - If the individual agrees to the disclosure; or
 - To the extent that the disclosure is expressly authorized by statute or regulation and either of the following are applicable:
 - The PA 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 HMIS data 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;
 - When such a permitted disclosure about a victim of abuse, neglect, or domestic violence is made, the individual making the disclosure will promptly inform the individual who is the victim that a disclosure has been or will be made, except if:
 - In the exercise of professional judgment, it is believed that informing the individual would place the individual at risk of serious harm; or
 - It would be informing a personal representative (such as a family member or friend), and it is reasonably believed that 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 in the exercise of professional judgment.
- To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct) under any of these circumstances:
 - 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 HMIS data that:
 - Is signed by a supervisory official of the law enforcement agency seeking the HMIS data;
 - States that the information is relevant and material to a legitimate law enforcement investigation;
 - Identifies the HMIS data 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 it is believed in good faith that the HMIS data constitutes evidence of criminal conduct that occurred on the PA's premises;
 - In response to an oral request for the purpose of identifying or locating a suspect, fugitive,

- material witness or missing person and the HMIS data 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 HMIS data 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.
 - To comply with government reporting obligations for HMIS and for oversight of compliance with HMIS requirements.
 - To third parties for the following purposes:
 - To permit other systems of care to conduct data matches (i.e., to determine if you are also utilizing services from such other systems of care); and
 - To permit third party research firms and/or evaluators to perform research and evaluation services, as approved by the CoC, in connection with the projects administered by the HMIS Lead and the PAs;
- Provided that before client-level HMIS data are disclosed under this subsection, the third party that will receive such client-level HMIS data and use it as permitted above must first execute a Data Use and Security Agreement (found in Appendix H of the Policies and Procedures). The Data Use and Security Agreements requires the third party to comply with all applicable laws and regulations, including the privacy standards and disclosure provisions contained in the current HUD HMIS Data and Technical Standards.

The HMIS Lead may share client level HMIS data with contracted entities as follows:

- The PA originally entering or uploading the data to the Houston/Harris County HMIS.
- Outside organizations under contract with the HMIS Lead Agency or other entities acting on behalf of the Houston/Harris County CoC for research, data matching, and evaluation purposes. The results of this analysis will always be reported in aggregate form; client level data will not be publicly shared under any circumstance.

Entities providing funding to organizations or projects required to use HMIS will not have automatic access to HMIS. Access to HMIS will only be granted by the HMIS Lead Agency when there is a voluntary written agreement in place between the funding entity and the organization or project. In such cases, funder access to HMIS will be limited to data on the funded organization or project. Funding for any organization or project using HMIS cannot be contingent upon establishing a voluntary written agreement allowing the funder HMIS access.

Any requests for reports or information from an individual or group who has not been explicitly granted access to the Houston/Harris County HMIS will be directed to the HMIS Support Committee. No individual client data will be provided to meet these requests without proper authorization.

Before any use or disclosure of Personal Identifying Information (PII) that is not described here is made, the HMIS Lead Agency or PA wishing to make the disclosure will seek the consent of all individuals whose PII may be used or disclosed.

Access and Correction

Clients whose data is collected in HMIS may inspect and receive a copy of their HMIS record by requesting it from the PA that originally collected the information. The HMIS Lead Agency requires the PA to establish a policy to manage such requests and to explain any information a client may not understand.

Each PA privacy policy will describe how requests from clients for correction of inaccurate or incomplete HMIS records are handled. The policy will allow clients to request their HMIS data or request the data be removed from

the HMIS. Nothing in this section is intended to indicate that a PA is released from any obligation by any funder to collect required data elements.

If a client requests to have his or her information in the HMIS corrected or removed, and the PA agrees that the information is inaccurate or incomplete, they may delete it or they may choose to mark it as inaccurate or incomplete and to supplement it with additional information. Any such corrections applicable to the data stored in the HMIS system will be corrected within one week of the request date.

In the event that a client requests to view his or her data in the HMIS, the PA HMIS Administrator will keep a record of such requests and any access granted. The PA HMIS Administrator or PA Case Manager will provide a copy of the requested data within a reasonable timeframe to the client.

PAs are permitted to establish reasons for denying client requests for inspection of HMIS records. These reasons are limited to the following:

- If the information was compiled in reasonable anticipation of litigation or comparable proceedings
- If the record contains information about another client or individual (other than a healthcare provider or homeless provider) and the denial is limited to the section of the record containing such information
- If the information was obtained under a promise of confidentiality (other than a promise from a healthcare provider or homeless provider) and if the disclosure would reveal the source of the information
- Disclosure of the information would be reasonably likely to endanger the life or physical safety of an individual.

If a PA denies a request for access or correction, the PA will explain the reason for the denial. The PA will also maintain documentation of the request and the reason for the denial.

PAs may reject repeated or harassing requests for access to or correction of an HMIS record.

Data Retrieval and Sharing

HMIS, as implemented in the Houston/Harris County region, is a system that will generate reports required by HUD, the CoC, and other stakeholders at a level that does not identify individuals but can provide accurate statistical data such as numbers served and trend assessments based on data entered by PAs. Data from the HMIS will be used to produce CoC and local level statistical reports as well as corresponding reports. These purposes are included in the HMIS Data Use and Disclosure section of the HMIS Privacy Policies and Procedures.

The HMIS Lead Agency staff has access to retrieve all data in the Houston/Harris County HMIS. The HMIS Lead Agency will protect client confidentiality in all reporting.

PAs may share PII with each other for the purposes of determining eligibility and coordinating client services once an agreed upon Release of Information is in place, as outlined in the Data Policies and Procedures section of the Policies and Procedures.

PAs may also retrieve HMIS data entered to produce statistical reports including number of clients served and trend assessments for internal purposes, grant applications, and other required reports, within the parameters established by the HMIS Lead.



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Grievance

Concerns related to the Houston/Harris County HMIS Privacy Policy and Procedure may be raised according to the procedures outlined in the HMIS Client Grievance Policy and Procedure. PAs must establish a policy and regular process for receiving and reviewing complaints from clients about potential violations of the policy.

PAs should report any violation of their privacy policy to the HMIS Lead Agency. In addition to any corrective actions taken by the PA, the HMIS Lead Agency may also report the findings to the CoC Steering Committee or law enforcement, as appropriate, for further action. Such action may include, but is not limited to the following:

- Suspension of system privileges
- Revocation of system privileges

Individuals sanctioned because of HMIS privacy violations, can appeal to the CoC Steering Committee.

All HMIS end-users are required to comply with this privacy policy. PAs must ensure all end-users involved in HMIS data collection and/or entry receive privacy policy training. End-users must receive and acknowledge receipt of this privacy policy.