

# TCHSC

Treasure Coast Homeless Services Council

---

*Connect Collaborate Cultivate*

## TCHSC HMIS Policies & Procedures Manual (Version 2.0)

# Treasure Coast Homeless Services Council

Rayme Nuckles, *TCHSC Director*

Penny Dietzen, *TCHSC HMIS Director of Data and Systems Performance*

Rich Boozell, *TCHSC HMIS Systems Manager*

Treasure Coast Homeless Services Council is a registered 501(c)3. All qualified applicants will receive equal consideration for employment without regard to race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability, or covered veteran status.

This project is funded through Department of Housing and Urban Development, St. Lucie County, Indian River County and Martin County.

## Table of Contents

Table of Contents .....	3
Purpose of this Document .....	7
Exceptions to TCHSC HMIS Policy .....	7
Acknowledgments .....	7
Section 1: Introduction & Goals .....	8
Introduction to TCHSC HMIS .....	8
Goals of TCHSC HMIS .....	9
Streamline the Intake and Referral Process for Human Service Agencies .....	9
Support Comprehensive Case Management.....	9
Facilitate Housing Inventory .....	9
Section 2: TCHSC HMIS Roles & Responsibilities .....	10
TCHSC HMIS Roles.....	10
TCHSC HMIS Responsibilities .....	10
Annual Projects & Reporting .....	11
Section 3: Partner Agency Requirements, Roles & Responsibilities.....	13
Summary of Participation Requirements.....	13
Policy 3.1, Initial Agency Visit .....	13
Policy 3.2, Partner Agreement.....	14
Policy 3.3, Business Associates Agreement.....	14
Summary of Partner Agency-Delegated Roles .....	15
Policy 3.4, Agency Administrator Designation .....	15
Agency Administrator Role and Responsibilities .....	16
Policy 3.5, Point of Contact Designation.....	17
Point of Contact Role and Responsibilities .....	17
Policy 3.6, Authorizing New Users.....	18
Policy 3.7, Workstation Technical Requirements.....	18
Section 4: User Eligibility, Requirements, & Responsibilities .....	21
Policy 4.1, Prerequisite Computer Competencies .....	21
Minimum Computer Competencies Required of TCHSC HMIS Users.....	21
Policy 4.2, Criminal History.....	21
Policy 4.3, Persons with Fraud-related and Felony Crimes .....	22
Policy 4.4, Previous Clients as Users .....	22
Policy 4.5, User Agreement.....	23
Policy 4.6, Approved User Training .....	23

Policy 4.7, User License Management.....	24
Policy 4.8, Assignment of User Security Level.....	24
Policy 4.9, Requesting New or Modified User Licenses.....	24
Policy 4.10, Additional licenses.....	25
Policy 4.11, User Inactivity.....	25
Summary of Revoking User Licenses .....	25
By Partner Agency Request .....	26
Policy 4.12, Active Members of Law Enforcement.....	26
Policy 4.13, Retired Members of Law Enforcement .....	27
Section 5: Clients' Rights .....	28
Policy 5.1, Client Consent / Release of Information Form ("ROI").....	28
Policy 5.1.1, ROI Expiration.....	28
Policy 5.2, Notice to Clients of Uses and Disclosures (" <i>Notice to Clients</i> ") .....	29
Policy 5.3, Clients with Limited English Proficiency .....	29
Policy 5.4, Accessibility.....	29
Policy 5.5, Client Access to Information.....	31
Policy 5.6, Client Grievance.....	31
Policy 5.7, Partner Agency Grievance .....	31
Policy 5.8, Client Rescinding Consent .....	33
Policy 5.9, Reopening a Closed Client Record .....	33
Section 6: Data Privacy & Security .....	34
Policy 6.1, Agency Compliance and TCHSC HMIS Indemnity.....	34
HIPAA Covered Entities.....	34
42 CFR Part 2 Entities.....	35
Domestic Violence (DV) Shelters.....	35
Summary of System Security and Privacy .....	36
Policy 6.2, Protection of Confidentiality.....	36
Policy 6.3, System Security .....	36
Policy 6.4, Authentication of System Access .....	37
Policy 6.5, System Encryption .....	37
Policy 6.6, Security Level Assignment .....	38
Policy 6.7, System Audit .....	38
Policy 6.8, System Visibility Settings.....	38
Policy 6.9, Ownership of Client Data .....	39
Policy 6.10, Requests for Client Data by Law Enforcement Concerning Criminal Matters	39
Section 7: User Training .....	40
Policy 7.1, Authorized Training .....	40
Policy 7.2, Trainee Prerequisites .....	40
Policy 7.3, Curriculum Development.....	40
Policy 7.4, On Location Training.....	40

Section 8: Technical Support .....	41
Policy 8.1, System of Technical Support .....	41
Policy 8.2, Timely Response to Support Requests .....	41
Policy 8.3, Technical Support Business Hours .....	43
Policy 8.4, Software Enhancement Requests .....	43
Policy 8.5, System Changes .....	44
Section 9: Data Collection .....	45
Policy 9.1, Clients Served vs. Clients Benefiting from Service .....	45
Policy 9.2, Universal Data Elements .....	45
Policy 9.3, Program-Specific Data Elements .....	49
Policy 9.4, Bed List Maintenance .....	51
Policy 9.5, Optional .....	51
Policy 9.6, Encouraged Use of SSOM .....	51
Policy 9.7, Issuing Client Photo IDs .....	52
Policy 9.7.1, Accepting Client Photo IDs .....	53
Section 10: Data Quality .....	54
Policy 10.1, Accuracy of Data .....	54
Policy 10.1.1, Acceptable Sources of Data .....	54
Policy 10.1.2, Consistency of Data .....	54
Policy 10.1.3, Avoiding Discrepancies in Client Data .....	55
Policy 10.2, Completeness of Data .....	55
Policy 10.2.1, HUD Mandated Data Quality Standards .....	55
Policy 10.2.2, Blank Client Data .....	56
Policy 10.2.3, Data Quality Fields .....	56
Policy 10.3, Evaluation of Data Quality .....	57
Policy 10.3.1, Removal of Duplicate Client Records .....	57
Policy 10.3.2, Capitalization Guidelines for Client Data .....	57
Policy 10.4, Timeliness .....	58
Policy 10.4.1, Entering Real-time Client Data .....	58
Policy 10.4.2, Backdating Client Data .....	58
Policy 10.5, Collaboration on Data Between TCHSC HMIS Staff and Partner Agencies ..	59
Policy 10.5.1, Responding to Staff Inquiries .....	59
Policy 10.5.2, Correcting Data Errors .....	59
Policy 10.6, Ensuring Accuracy of Reporting .....	60
Policy 10.6.1, Provision of Customized Reports .....	60
Section 11: Performance Measurement .....	61
Policy 11.1, Data Quality and Improvement .....	61
Policy 11.2, Bed Utilization .....	61
Section 12: Data Use Violations and Corrective Actions .....	62
Policy 12.1, Misuse of Data .....	62
Policy 12.1.1, Misuse of Data for Solicitation Purposes .....	62

---

Policy 12.2, Selling Data.....	62
Policy 12.3, Corrective Action.....	63
Potential Courses of Action .....	63
Policy Violation Risk Severity Table .....	64
Appendix A, Glossary of Preferred Terms: HUD & TCHSC HMIS .....	1
Appendix B, Approved Forms .....	3
HHS Model Business Associate Agreement .....	4
TCHSC HMIS Partner Agency Agreement.....	14
TCHSC HMIS Program Set-up Form .....	23
TCHSC HMIS End User Agreement .....	27
TCHSC HMIS Release of Information.....	29
TCHSC HMIS Notice of Uses & Disclosures.....	31
TCHSC HMIS Privacy Policy .....	33
TCHSC HMIS Privacy Notice .....	35
TCHSC HMIS Client Grievance Form.....	36
TCHSC HMIS Formal Grievance Form .....	38
TCHSC HMIS Policies & Procedures Signature Page .....	40
Appendix C, Partner Agency-Delegated Roles .....	41
Appendix D, Homelessness Definitions .....	43

---

## Purpose of this Document

This document details the policies, procedures, guidelines, and standards that govern the operation and use of the Treasure Coast Homeless Services Council Homeless Management Information System (“TCHSC HMIS”). It outlines the roles and responsibilities of the health care and/or human service agencies contributing data to TCHSC HMIS (“Partner Agencies”) and all licensed users of the system (“Users”). As a condition of their participation, Partner Agencies and Users are required to adhere to all policies and procedures within this document regarding their contribution and access to TCHSC HMIS data, as agreed to in the Partner Agency Agreement (see Policy 3.2, Partner Agency Agreement). Participation in TCHSC HMIS is also conditional upon any additional agreements between a Partner Agency and TCHSC HMIS, including but not limited to Memoranda of Understanding, equipment leasing contracts, and/or auxiliary software contracts.

This document contains essential and valuable information about the ways in which TCHSC HMIS data is secured and protected. Data and technologies referenced within this document may be governed by Federal, State and local Government in addition to the information included in this document. All Partner Agencies should carefully read this document and see that every User within its agency fully understands the content.

Additional training on Policies & Procedures may be requested, when necessary.

### Exceptions to TCHSC HMIS Policy

TCHSC HMIS reserves the right to grant exceptions to a policy or procedure, limited to the following conditions, for the purpose of mitigating risk:

- unique circumstances not previously encountered by TCHSC HMIS staff, for which policy has not already been established,
- public policy decisions needing additional consideration, and
- urgent implementation considerations.
- where policy contained in this document is in conflict with Federal, State, and local Government data and computing regulations.

No other policy exceptions will be considered.

---

## Section 1: Introduction & Goals

### Introduction to TCHSC HMIS

A Homeless Management Information System (“HMIS”) is a secure, web-based, centralized database for human service agencies to enter, manage, share, and report information about the clients they serve.

The McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH”), requires that the U.S. Department of Housing and Urban Development (“HUD”) ensure operation of a community-wide HMIS, with consistent participation by recipients and sub-recipients of applicable federal grants. Agencies funded by certain HUD, Veteran Affairs, Family Youth Services Bureau, and Substance Abuse and Mental Health Services Administration (SAMHSA) grants, as well as some agencies funded locally, are required to participate in their local HMIS. Additionally, some privately funded providers participate on a voluntary basis.

The Treasure Coast Homeless Services Council (TCHSC) is designated as the Treasure Coast Homeless Services Council Continuum of Care (CoC). Per Section 578,57 (a)(3) of HUD’s *CoC Program Interim Rule*, all CoCs receiving federal support to address homelessness are required to designate an eligible organization to serve as the HMIS Lead Organization and manage the CoC’s HMIS. The designated HMIS Lead for the Treasure Coast Homeless Services Council CoC is TCHSC HMIS, administered by Treasure Coast Homeless Services Council.

As such, TCHSC is the governing body for TCHSC HMIS, and is charged with providing oversight for key HMIS policies and collaborating with TCHSC HMIS to ensure consistent provider participation and data quality.



---

## **Goals of TCHSC HMIS**

TCHSC HMIS exists to support and improve the delivery of services to people experiencing homelessness in Indian River, St. Lucie, and Martin Counties. Fostering community knowledge about homelessness is central to all TCHSC HMIS goals, thus contributing to data-driven planning and the strategic use of resources to address homelessness. TCHSC HMIS enables the CoC to measure the extent and nature of homelessness in our community. These measures are accomplished through the analysis of data collected by service providers from community members who are at risk of or experiencing homelessness (“Clients”). TCHSC HMIS gathers an unduplicated count of Clients accessing services, trends in service delivery, bed utilization, and Client reentry rates. The data is reported in an aggregated format void of Personally Identifiable Information (PII), and made available to public policy makers, service providers, advocates, and consumer representatives.

### **Streamline the Intake and Referral Process for Human Service Agencies**

TCHSC HMIS provides a mechanism for collecting Client data across all participating Partner Agencies. Human service providers collect universal data elements (UDEs) about Clients using standardized intake assessments. Clients may then opt to share their information with participating Partner Agencies for greater ease of service. TCHSC HMIS enables service providers to refer Clients electronically to other agencies based on their various projects’ eligibility requirements. Storing and sharing client data in TCHSC HMIS streamlines service delivery and allows for centralized, coordinated assessment of Client needs.

### **Support Comprehensive Case Management**

Acting as a centralized repository, TCHSC HMIS facilitates the consistency, completeness, and accuracy of Client data. Providers’ assessment efforts are better leveraged, and the analysis of data results in more relevant conclusions. TCHSC HMIS serves as the platform for wrap-around service provision, and Partner Agencies are enabled to follow Client progress over time.

### **Facilitate Housing Inventory**

TCHSC HMIS captures an inventory of emergency shelter, transitional housing, and permanent supportive housing, allowing for real-time tracking of availability and usage. This enables the community to document and evaluate current housing services, understand barriers to housing, and anticipate future housing needs.

---

## Section 2: TCHSC HMIS Roles & Responsibilities

### TCHSC HMIS Roles

As the HMIS Lead, TCHSC HMIS manages the day-to-day operations of the system, including system implementation and customization, data privacy and security, and compliance with CoC and HUD reporting requirements. TCHSC HMIS monitors Partner Agency participation, data collection, and data quality—based on the completeness, consistency, accuracy, and timeliness of data entered. Thus, TCHSC HMIS serves as the data foundation for TCHSCS’s plan to prevent, reduce, and eliminate homelessness.

TCHSC HMIS produces communications to disseminate information to the community and is responsible for maintaining the *TCHSC HMIS Policies and Procedures* manual. TCHSC HMIS staff document system administration protocols to assist the CoC in the case of a transition to another lead organization. TCHSC HMIS develops and conducts training for Users and provides technical assistance when support is needed. Lastly, TCHSC HMIS annually coordinates and satisfies numerous projects regarding data collection and performance measurement.

### TCHSC HMIS Responsibilities

TCHSC HMIS is responsible for coordinating the following on behalf of TCHSC HMIS Partner Agencies:

**Liaising with software vendor:** All communication with the software vendor related to software issues—including phone, email, and conferencing—shall be conducted by TCHSC HMIS, including feature enhancement requests from HMIS Partner Agencies.

**Training system Users:** All training on the use of TCHSC HMIS shall be conducted by TCHSC HMIS staff, to ensure consistency of the basic curriculum, compliance with Partner Agencies’ reporting requirements, and accuracy of the workflows needed for collecting quality data.

**Providing technical support:** HMIS staff is responsible for providing technical support to Partner Agency Administrators and Users. In the context of this manual, technical support refers to helping Users resolve specific problems related to the software, and does not include in-depth training, customization, reporting, or other support services.

**Committing to data quality:** Together, Partner Agencies and TCHSC HMIS staff work persistently to adhere to data quality standards and ensure that both agency-level and system-level reports are complete, consistent, accurate, and timely.

**Reporting on system-wide performance measures for local, state and national initiatives:** TCHSC HMIS trains Partner Agencies in accessing and utilizing reports to assess and improve the quality of data they contribute to the HMIS. In addition to this internal monitoring, reports are provided to local community planners on a monthly basis, and to state and national partners quarterly and annually. These reports convey data in an aggregate format (void of Personally Identifiable Information) and describe the extent and nature of homelessness in the community.

### **Annual Projects & Reporting**

TCHSC HMIS coordinates and/or participates in numerous, annual projects involving data collection and reporting. Below is a list of CoC projects in which TCHSC HMIS plays a critical role (as of May 2019):

**Annual Performance Report (APR):** The Annual Progress Report (APR) is used by HUD to track and assess the progress and performance of grantee projects in achieving the housing stability outcome measure. The APR fulfills statutory reporting requirements and provides the grantee and HUD with the necessary information to assess the overall performance and accomplishment of the grantee's program activities under the approved goals and objectives.

**Homeless Point in Time (PIT) Count:** Annually, our Continuum of Care (CoC) conducts a count of homeless persons on a single day within our geographic area. These are submitted to local, state and federal government entities. This data is used to estimate the number of individuals in our community experiencing homelessness.

**Housing Inventory Count (HIC):** The Housing Inventory Count (HIC) is an annual report submitted to HUD that lists all emergency shelter, transitional housing, safe haven, rapid re-housing, and permanent supportive housing beds in our Continuum of Care (CoC), regardless of funding sources. The HIC includes both Partner Agencies and housing providers not participating in TCHSC HMIS for a total count of beds and units dedicated to serve persons experiencing homelessness in the CoC's geographic area.

**Longitudinal Systems Analysis (LSA):** The Longitudinal Systems Analysis (LSA) is a report submitted to HUD annually for the report period of October 1—September 30. This report

includes all homeless emergency, transitional, safe haven, shelter plus care, and permanent supportive housing beds data in the HMIS system, regardless of funding sources. Data are then submitted to the U.S. Congress detailing the extent and nature of homelessness in the United States. It provides counts of the homeless population and describes their demographic characteristics and service use patterns. The LSA is based primarily on data from Homeless Management Information Systems (HMIS) throughout the United States.

**System Performance Measures (SPMs):** The System Performance Measures (SPM) is a report submitted to HUD annually for the report period of October 1—September 30. Data submitted to HUD reflect all Partner Agencies participating in TCHSC HMIS, regardless of funding stream. Metrics included in the report include: length of time persons remain homeless, extent to which persons who exit homelessness return to homelessness, number of homeless persons, employment and income growth for homeless persons in CoC program-funded projects, number of persons who become homeless for the first time, homelessness prevention and housing placement, and successful housing placements.

**Additional assistance for Project-Specific reports includes:**

- Family & Youth Services Bureau, Runaway and Homeless Youth Program Grantee Data Uploads;
- Emergency Solutions Grant Consolidated Annual Performance and Evaluation Report;
- HOPWA Consolidated Annual Performance and Evaluation Report;
- Substance Abuse and Mental Health Services Administration Projects In Assistance in Transition from Homelessness Repository Uploads; and
- Department of Veterans Affairs, Supportive Services For Veterans and Families Program Grantee Data Uploads.

---

## Section 3: Partner Agency Requirements, Roles & Responsibilities

### Summary of Participation Requirements

Nonprofit organizations, State and local governments, instrumentalities of local governments, and public housing agencies which provide services to help individuals experiencing homelessness in the Treasure Coast Homeless Services Council CoC geographic area may qualify to participate in TCHSC HMIS. Agencies who receive any funding from HUD are required to participate in their local HMIS. For agencies who are funded otherwise, participation is voluntary and strongly encouraged by the CoC.

Prior to becoming a TCHSC HMIS Partner, Agencies complete an initial site visit. During this visit, TCHSC HMIS staff documents the goals sought by the prospective Partner Agency regarding use of TCHSC HMIS. The required data elements and Policy and Procedures are reviewed, and expectations of both parties are defined. TCHSC HMIS staff assesses the prospective TCHSC HMIS Partner Agency's workflows, User needs, and specific implementation issues. Any constraints or risks that need to be resolved by the prospective Partner Agency prior to partnership are discussed and documented. Additionally, TCHSC HMIS staff may demonstrate TCHSC HMIS and its capabilities to the Agency, using a training "sandbox" copy (void of Client data) of the system. Upon completion of the initial site visit, eligible Agencies then sign the two documents of agreement with TCHSC HMIS described in this section.

### Policy 3.1, Initial Agency Visit

A prospective Partner Agency will schedule an initial TCHSC HMIS site visit to be carried out at the Partner Agency's primary location, prior to signing Agreements for participation.

#### Procedure

Prospective TCHSC HMIS Partner Agencies shall schedule and complete an initial TCHSC HMIS site visit at the Partner Agency's primary location. This initial site visit must include an authorized representative from the TCHSC HMIS staff, the prospective TCHSC HMIS Partner Agency's Executive Director, and may also include other relevant stakeholders responsible for decision making at the Partner Agency. The site visit may include members of Agency staff who are responsible for entering Client data, managing data quality, and/or preparing data reports, such as data entry personnel, project supervisors, managers, intake workers, or case managers.

---

### Policy 3.2, Partner Agreement

A TCHSC HMIS **Partner Agency Agreement** (“Partner Agreement”) must be signed by the prospective Partner Agency’s Executive Director (or another authorized representative) to document participation in TCHSC HMIS.

#### Procedure

The TCHSC HMIS [“Agency Partner Agreement”](#) is a contract between the TCHSC HMIS Partner Agency and the TCHSC HMIS lead organization regarding specific TCHSC HMIS guidelines and use. The agreement outlines details regarding Partner Agency involvement in TCHSC HMIS, including but not limited to the areas of Client confidentiality, system security, data quality and entry requirements, and reporting. This document can be accessed from the TCHSC HMIS website.

To execute an [Agency Partner Agreement](#)

1. the Partner Agency’s Executive Director (or if absolutely necessary, an authorized proxy) signs the TCHSC HMIS [“Agency Partner Agreement”](#) for submission to TCHSC HMIS;
2. upon receipt, the [“Agency Partner Agreement”](#) is reviewed and signed by the TCHSC Director;
3. once signatures of both parties are obtained, the fully executed Agreement is sent to the Partner Agency to retain in Agency files; and
4. a scan of the fully-executed Agreement with all signatures is electronically stored with TCHSC HMIS Lead.

---

## Summary of Partner Agency-Delegated Roles

These two roles are primarily differentiated by responsibilities related to technical support. Agency Administrators are expected to have experience with system workflows and knowledge of data standards, and they assume additional responsibilities in resolving technical questions from Users at their Agency. Agency Administrators are expected to troubleshoot their Agency Users' issues before requesting support from TCHSC HMIS. In contrast, Points of Contact may possess knowledge of data standards and experience with system workflows but are not responsible for troubleshooting Agency User questions. See [Appendix C, Partner Agency-Delegated Roles](#) for a comparison of these roles.

### Policy 3.4, Agency Administrator Designation

All Partner Agencies with five or more active Users must have a member of staff delegated to assume the *Agency Administrator* role, as well as delegating an alternate Agency Administrator.

#### Procedure

The Executive Director (or authorized officer) of the Agency will delegate staff members to coordinate TCHSC HMIS activities on behalf of their organization and act as centralized contacts for the TCHSC HMIS staff. The role of Agency Administrator is vital to the success of TCHSC HMIS at the TCHSC HMIS Partner Agency location. This person ensures that the data is entered in a timely manner, continuously monitors the quality of data, and streamlines communication between TCHSC HMIS and the TCHSC HMIS Partner Agency.

### Agency Administrator Role and Responsibilities

The primary role of Agency Administrators is to act as supervisors and liaisons for the TCHSC HMIS system at the Partner Agency level. Agency Administrators are responsible for the following:

1. enforcing data collection, entry, and quality standards;
2. maintaining competency with reading and running TCHSC HMIS reports needed at their Agency, as well as an understanding of system-wide data quality reports;
3. improving data quality by identifying training needs at their Agency;

4. acting as the first tier of support for TCHSC HMIS Users at their Agency;
5. conveying requests for technical support received outside of support business hours as stated in Section 8;
6. adhering to and enforcing the TCHSC HMIS Policies and Procedures at Agency;
7. maintaining a current user license to TCHSC HMIS by completing trainings and logging into TCHSC HMIS frequently (no more than 30 days inactive);
8. communicating to TCHSC HMIS staff any personnel changes at Agency, and authorize any needed changes to Agency user licenses within 1 business day of such a change;
9. supporting Agency Users in understanding and adhering to their User Agreements;
10. ensuring privacy, security, and confidentiality for clients at Agency;
11. authorizing and supporting new Agency Users by submitting a New User Agreement [HMIS@tchelpspot.org](mailto:HMIS@tchelpspot.org), assisting in the scheduling of authorized training, and supervising newly-trained Users;
12. ensuring that Agency Users are accessing the most current TCHSC HMIS-related forms, and following the most current TCHSC HMIS procedures and workflows; informing TCHSC HMIS staff of changes to Agency projects at least five business days prior to such a change;
13. ensuring the TCHSC HMIS *Privacy Notice* is posted in a visible area of the Agency and understood by Clients;
14. attending all TCHSC HMIS required meetings and conference calls; and
15. assisting TCHSC HMIS with mandatory reporting, such as System Performance Measures (SPM), Point in Time (PIT), and Housing Inventory Count (HIC), as needed.



---

### **Policy 3.5, Point of Contact Designation**

Partner Agencies with less than five Users must designate a primary and an alternate *Point of Contact* to communicate with the TCHSC HMIS staff.

#### **Procedure**

The Executive Director (or authorized officer) of the Agency will designate staff members for primary and alternative Point of Contact roles.

#### **Point of Contact Role and Responsibilities**

The Point of Contact role is very similar to that of Agency Administrator; however, TCHSC HMIS staff performs technical support needs beyond the Point of Contact's experience. The TCHSC HMIS Point of Contact is responsible for the following items:

1. adhering to and enforcing the TCHSC HMIS Policies and Procedures at Agency;
2. maintaining a current user license to TCHSC HMIS by completing trainings and logging into TCHSC HMIS frequently (no more than 30 days inactive);
3. communicating to TCHSC HMIS staff any personnel changes at Agency and authorizing any needed changes to Agency user licenses within one business day of a change;
4. supporting Agency Users in understanding and adhering to their User Agreements;
5. ensuring client privacy, security, and confidentiality;
6. authorizing and supporting new Agency Users by submitting a New User License Request Form, assisting in the scheduling of authorized training, and supervising newly-trained Users;
7. ensuring that Agency Users are accessing the most current TCHSC HMIS-related forms, and following the most current TCHSC HMIS procedures and workflows;
8. informing TCHSC HMIS staff of changes to Agency projects at least five business days prior to such a change;
9. ensuring the TCHSC HMIS Notice to Clients of Uses and Disclosures and *TCHSC HMIS Partner Poster* is posted in a visible area of the Agency and understood by Clients;

10. attending all TCHSC HMIS required meetings and conference calls; and
11. assisting TCHSC HMIS with mandatory reporting, such as the Longitudinal Study Analysis (LSA), System Performance Measures (SPM), Point in Time (PIT), and Housing Inventory Count (HIC), as needed.

### **Policy 3.6, Authorizing New Users**

The Agency Administrator/Point of Contact will assist with identifying new Agency Users, see that they complete training, and supervise new Users with Agency-specific requirements and questions.

#### **Procedure**

Once the Agency Administrator/Point of Contact position has been assigned, this person will work with TCHSC HMIS staff to identify Agency Users and authorize their licensure using the End User Agreement.

### **Policy 3.7, Workstation Technical Requirements**

All TCHSC HMIS User workstations must meet the minimum technical requirements specified by TCHSC HMIS policy for the software used by TCHSC HMIS to perform optimally and meet required security standards.

## Procedure

Partner Agencies review all workstations where TCHSC HMIS is, or may be accessed, and ensure that all TCHSC HMIS minimum technical requirements are met. Recommended standards are included in this section as a support guide; Agencies are encouraged to consult these recommendations especially when selecting new or upgraded equipment.

## Hardware

- **Memory (RAM):** 4 Gigabyte recommended, 2 Gigabyte minimum. If running Windows XP, this is reduced to 2 Gigabyte recommended, with 1 Gigabyte minimum. Workstations with lower RAM may need their virtual memory size increased to keep system speeds acceptable.
- **Display:** A monitor set to 1024x768 display resolution is recommended.
- **Processor:** A Dual-Core processor is recommended.

## Software

- It is the responsibility of the Partner Agency to ensure that workstations are protected from virus and malware threats by installing and updating the antivirus software appropriate to their operating systems.
- TCHSC HMIS is Cloud-based and will load with all modern operating systems. However, operating systems must be kept updated to their most current version to maintain data privacy and security standards. Only Windows versions which are receiving security updates from Microsoft are acceptable for use with TCHSC HMIS.
- Java should be updated to the most current version, as suggested by internet browser software.
- Adobe Reader should be updated to the most current version to allow proper functionality of TCHSC HMIS Approved Forms.

### Network Connectivity

- Broadband is recommended (high speed internet).

### Internet Browsers

- Internet browsers must be set to never store TCHSC HMIS usernames.
- Internet browser caches (folders containing temporary internet files) should be refreshed monthly, as a recommendation, for proper speed and functionality of TCHSC HMIS software.
- Internet browsers must be kept updated to the most recent version available, to address known vulnerability issues, and prevent security breaches.

## Section 4: User Eligibility, Requirements, & Responsibilities

### Policy 4.1, Prerequisite Computer Competencies

Every TCHSC HMIS User is required to have basic computer skills prior to assuming a role with TCHSC HMIS.

Prior to scheduling training with TCHSC HMIS, Partner Agencies should confirm that User candidates have the basic computer skills necessary for the secure handling of Personally Identifiable Information. Partner Agencies should require all potential Users to obtain any skills they lack from the list of computer competencies below prior to requesting training.

#### Procedure

#### Minimum Computer Competencies Required of TCHSC HMIS Users

- **Data Security:** Users must know how to remove personal information (PII) from screenshots and understand encryption to send sensitive data.
- **Document Creation:** Users must be familiar with basic work processing functions like document creation, navigation menus, and accessing formatting tools.
- **Internet browser security:** Users must be able to clear the internet browser cache and be familiar with privacy settings and password protocols.
- **Software:** Users must be familiar with collapsing/expanding navigation menus, file naming and file types, digital form functionality (e-signature and electronic submission).
- **Spreadsheets:** Users must be familiar with Sort and Find actions and password protection.
- **Hardware:** Users must be familiar with locking workstations, updating operating system, and keyboard shortcuts.

---

## Policy 4.2, Criminal History

All TCHSC HMIS Partner Agencies should confirm with potential Users that there is no fraud-related criminal history prior to nominating any person for licensed access to TCHSC HMIS. In the context of this Manual, fraud refers to an intentional deception made for personal gain or to damage another individual.

### Procedure

TCHSC HMIS Partner Agencies are encouraged to request criminal history checks on any person nominated for a TCHSC HMIS user license. To safeguard against the potential risk of identity theft from the improper usage and/or disclosure of Personally Identifiable Information, Partner Agencies should review and carefully consider any criminal history before requesting TCHSC HMIS training and licensure.

## Policy 4.3, Persons with Fraud-related and Felony Crimes

No person will be licensed for TCHSC HMIS if they have plead guilty or *nolo contendere* (no contest) to any fraud-related felony crime in any state, including but not limited to fraud, identity theft, and stalking.

### Procedure

Partner Agencies and their Users shall not risk the privacy and confidentiality of Client data by allowing access of any kind to TCHSC HMIS by any individual who has been convicted of crimes related to identity theft, fraud, or stalking in any state.

Furthermore, prospective Users will be denied a TCHSC HMIS license if they meet any of the following, whether or not a judgment of guilt was withheld:

- has entered a **plea of nolo contendere** to a fraud-related felony crime punishable by imprisonment of one year or more;
- has entered a **plea of guilty** to a fraud-related felony crime punishable by imprisonment of one year or more for crimes concerning; or
- has **been convicted or found guilty** of a fraud-related felony crime punishable by imprisonment of one year or more for crimes.

---

#### **Policy 4.4, Previous Clients as Users**

Any prospective User who has resided at or participated in a TCHSC HMIS Partner Agency project and intends to work or volunteer for that same project, must have exited the project no less than 6 months prior to TCHSC HMIS licensing.

##### **Procedure**

A TCHSC HMIS User intending to work or volunteer for residential/homeless service projects must not have been a previous client of the same project within 6 months of being licensed to access TCHSC HMIS. A TCHSC HMIS User shall not have access to the Personally Identifiable Information of other project/service participants who may have concurrently received services from or participated in the same Partner Agency project. Any TCHSC HMIS Partner Agency who violates this policy is putting client information at risk of privacy and confidentiality breach. TCHSC HMIS staff will immediately delete the TCHSC HMIS User license and notify the agency administrator and User in writing.

#### **Policy 4.5, End User Agreement**

All TCHSC HMIS Users must submit a signed End User Agreement.

##### **Procedure**

In order to be issued a TCHSC HMIS license, potential Agency Users shall 1) sign and submit a TCHSC HMIS User Agreement (“User Agreement”) documenting their understanding of User responsibilities and documenting their agreement with the policies and procedures outlined in this Manual.

#### **Policy 4.6, Approved User Training**

All persons must be trained by TCHSC HMIS staff and issued a license prior to viewing, entering, or accessing the client data in TCHSC HMIS.

##### **Procedure**

In order to be licensed, a potential TCHSC HMIS User must fully understand the role and responsibilities of possessing and maintaining access to TCHSC HMIS. Due to the amount of confidential Personally Identifiable Information held in TCHSC HMIS, every User must complete all prerequisite training assignments and attend an initial training before being licensed to access TCHSC HMIS.

**Policy 4.7, User License Management**

Communicating requests for the issuance, modification, or cancellation of a TCHSC HMIS user license is the responsibility of the Partner Agency's delegated Agency Administrator at the Partner Agency.

**Procedure**

Only TCHSC HMIS staff may perform the issuance, modification, and revocation of user licenses. Agency Administrators are responsible for notifying the TCHSC HMIS staff of potential new Users, as well as any changes to existing Users' roles which require license modification or cancellation. Agency Administrators should communicate all license management needs to the TCHSC HMIS staff within 1 business day of identifying a needed change.

**Policy 4.8, Assignment of User Security Level**

The TCHSC HMIS staff will assign to each User only the Access Level required to perform the User's assigned duties, as agreed upon with the Partner Agency.

**Procedure**

To limit who can view and/or modify Client data, Users are assigned User Access Levels. Each user level has certain security restrictions applied to it. Each user level has access to certain features, managing the ability to view certain pieces of client information. Each level grants different access rights to the various sections of the software. The Agency Administrator or Executive Director will determine access level of each Agency User based on their role in the organization and communicate the desired level of access to TCHSC HMIS. This assignment should be the lowest access level needed for the User to perform their work, as defined by their position and duties at the Agency. If a User's position or responsibilities change, an Agency Administrator or Executive Director should contact TCHSC HMIS to request any needed changes to the User's Access Level.



**Policy 4.9, Requesting New or Modified User Licenses**

All requests for new licenses must be submitted to TCHSC HMIS via ([hmis@tchelpspot.org](mailto:hmis@tchelpspot.org)) by the Agency Administrator within 1 business day of identifying a need for such at the Agency.

**Procedure**

Partner Agency requests must be received and approved no more than 3 business days prior to a scheduled training date. New User licenses are only issued to personnel at participating Partner Agencies, e.g., those with signed Partner Agency Agreements (and Business Associates Agreements, when required) on file.

**Policy 4.10, Additional licenses**

User licenses are allocated based upon availability from a fixed number of licenses (license pool), and Partner Agencies may request to purchase additional licenses.

**Procedure**

TCHSC HMIS funding covers a fixed number of licenses for the ClientTrack software. Should a TCHSC HMIS Partner Agency need to license a new User when there are no available licenses, they may purchase a license for the User to avoid waiting for a license to become available.

**Policy 4.11, User Inactivity**

A TCHSC HMIS User must log into the system at least once every 30 days.

**Procedure**

A TCHSC HMIS User who does not log into the system every 30 days at a minimum will have their license inactivated by TCHSC HMIS staff and the User may be required to attend re-training in order to regain access. They may be charged a license fee. If a license is no longer needed by the Partner Agency, it will be distributed to the pool of available licenses open to all Partner Agency providers. A report of User activity—the “Last Login Report”—is generated monthly and Users are contacted by TCHSC HMIS staff. Agency Administrators are strongly encouraged to monitor User activity and can request Last Login Reports at any time.

---

## Summary of Revoking User Licenses

TCHSC HMIS reserves the right to revoke a User's license for certain causes. In all cases where a license is revoked, the associated Partner Agency Administrator and Executive Director will be notified via email with the stated cause for license removal. Cases wherein a license may be revoked or temporarily inactivated include, but are not limited to, the following:

- consistent negligence of data quality practices;
- missing three scheduled trainings consecutively without notification;
- failure to log into TCHSC HMIS at least once in a 30-day period;
- sharing username and/or password credentials with any other party, including Users;
- allowing access of any kind to TCHSC HMIS client data by any party who is not licensed to use TCHSC HMIS, regardless of situation (e.g., displayed on a monitor, client information printed on paper, physical and digital files, intake forms, etc.);
- violation of any TCHSC HMIS policy or procedure; and
- other infractions compromising the security of TCHSC HMIS client data and/or client privacy.

### By Partner Agency Request

TCHSC HMIS User licenses can only be activated or removed by TCHSC HMIS staff. Requests for revocation of a license by a TCHSC HMIS Partner Agency must come from the Agency Administrator or Executive Director, and the request must be submitted using the TCHSC HMIS User License Revocation Form. All license requests must be communicated to TCHSC HMIS staff within 1 business day of any of the following events:

- the User has left the employment of the Partner Agency,
- the User has changed positions and is no longer in need of TCHSC HMIS access, or
- the User is suspected of causing a security breach where client data has been compromised.

**Policy 4.12, Active Members of Law Enforcement**

No active member of law enforcement, detention, and/or corrections staff shall be a licensed TCHSC HMIS User.

**Procedure**

To protect the privacy and confidentiality of CoC Clients, active members of law enforcement will not be granted access to TCHSC HMIS. Limited exceptions may be negotiated, in cases of a Partner Agency project serving Clients currently incarcerated or facing detention who are also at risk of or experiencing homelessness, such as jail diversion or prison release projects. In such cases an agreement must be executed with TCHSC HMIS and the Treasure Coast Homeless Services Council CoC, to state that the use of TCHSC HMIS is:

- restricted to the intended purpose of assisting people at risk of or experiencing homelessness (Clients) and
- limited to Clients enrolled in the project named in the agreement.

**Policy 4.13, Retired Members of Law Enforcement**

Retired law enforcement professionals who become volunteers or employed staff members at a Partner Agency post-law enforcement career may become Users of TCHSC HMIS when it is imperative to their responsibilities.

## Section 5: Clients' Rights

In the context of TCHSC HMIS, *release of information* refers specifically to sharing data among providers in the Treasure Coast Homeless Services Council CoC and participating TCHSC HMIS Partner Agencies. TCHSC HMIS uses a formal document (ROI) to control and define how client data is to be shared or restricted. Clients may opt to have their records open, partially open, or closed. Not all consent forms are the TCHSC HMIS-issued ROI, some are specific to a Project or Agency.

Partner Agencies must ensure that their Users are knowledgeable of any such additional forms necessary per Agency or Project requirements.

### **Policy 5.1, Release of Information Form (“ROI”) and “Notice of Uses and Disclosures”**

TCHSC HMIS Partner Agencies must obtain and secure written consent from all clients over the age of 18 whose data are to be shared through TCHSC HMIS. The TCHSC HMIS-provided “Release of Information Form” (ROI) must be used to document Client preferences and consent, and the “Notice of Uses and Disclosures” must be referenced to ensure that Clients fully understand how information may be used.

#### **Procedure**

No client data may be shared through the TCHSC HMIS without the Client’s written consent. An ROI must be completed by each member of the household receiving services who is over the age of 18. The head of the household’s signature on an ROI covers any children or members of the household under the age of 18. Partner Agencies are required to use the TCHSC HMIS-provided ROI and Notice of Uses and Disclosures forms to document client preferences and consent.

### **Policy 5.1.1, ROI Expiration**

All TCHSC HMIS Partner Agencies are responsible for establishing the expiration date for ROI, as well as securing updated ROIs upon expiration and updating TCHSC HMIS records to reflect renewed ROI dates.

#### **Procedure**

The expiration term for all Partner Agency TCHSC HMIS ROI is 7 years. The Agency is responsible for establishing a method of tracking expiring ROIs and ensuring that all Agency Users are trained in this protocol. TCHSC HMIS software includes an optional

feature designed to help Users track ROI expiration dates. Upon expiration, the procedure for Policy 5.1 must be repeated with all Clients who are still receiving services. Renewing a Client's ROI without meeting with the Client to discuss consent is considered a serious infraction of Client rights and is cause for license termination.

### **Policy 5.2, Privacy Policy and Privacy Notice**

Partner Agencies must prominently display the *Privacy Notice* in areas of plain view of the public such as waiting rooms, intake areas, lobbies, or screening and assessment areas, and reference the *Privacy Policy* when discussing ROI with Clients.

#### **Procedure**

Post the *Privacy Notice* in all locations where Client data is collected that may be included in TCHSC HMIS. The *Privacy Notice* explains clients' rights regarding the collection, entry, and use of Client data in TCHSC HMIS. It is critical that Clients understand that services will not be denied to individuals who choose not to share their data in TCHSC HMIS. Users should reference the *Privacy Notice* in discussing ROI, to supplement Clients' understanding of their ownership, sharing options, and rights regarding their personal data.

### **Policy 5.3, Clients with Limited English Proficiency**

Users are responsible for communicating with Clients about their rights in a language the Client understands.

#### **Procedure**

Agencies who are recipients of federal assistance are required to ensure meaningful access to information for persons with Limited English Proficiency, per Title VI of the *United States Code*. If speakers of languages other than English number significantly within a Project's service population, and/or come into frequent contact with the Project, the Agency must provide appropriate language assistance. For further guidance on serving persons with limited English proficiency, see "[LEP Final Guidance FAQs](#)" on HUD.gov.

### **Policy 5.4, Accessibility**

---

Agencies must provide reasonable accommodations for persons with disabilities throughout the data collection process.

**Procedure**

Partner Agencies should see that accommodations are made for their Clients with disabilities throughout the consent, intake, and data collection processes, based on the population they serve. These accommodations may include but are not limited to: qualified sign language interpreters, screen readers, materials in Braille, audio recordings, or large print.

**Policy 5.5, Client Access to Information**

Clients have the right to request a copy of their information that is maintained in TCHSC HMIS.

**Procedure**

If a TCHSC HMIS Partner Agency has a written policy regarding the provision to clients of their personal data, such policy or procedure may be honored at that Agency.

Otherwise, Clients may request a copy of their data via written communication (email or postal mail) to TCHSC HMIS staff. Once a request for personal data is received, TCHSC HMIS staff will respond to the Client in an expedited manner.

**Policy 5.6, Client Grievance**

Clients have the right to file a grievance with the TCHSC HMIS staff about any TCHSC HMIS Partner Agency related to violations of access in TCHSC HMIS, violations of TCHSC HMIS Policies and Procedures, or violations of any law.

**Procedure**

TCHSC will entertain any client who wishes to file grievance against a TCHSC HMIS Partner Agency. The requesting Client must complete and submit a TCHSC HMIS Client Grievance Form which can be obtained by contacting TCHSC HMIS by phone or postal mail request. Once completed and submitted by the Client, the TCHSC HMIS Advisory Committee will investigate the complaint and provide findings to the requesting Client. TCHSC HMIS Advisory Committee will notify the parties involved regarding the grievance, and when applicable, the incident alleged. If the Client is not satisfied with the findings of the grievance, the Client must submit a grievance request in writing to the U.S. Dept. of Housing and Urban Development.

**Policy 5.7, Partner Agency Grievance**

TCHSC HMIS Partner Agencies have the right to file a Formal Grievance with TCHSC HMIS regarding an alleged violation by a Partner Agency of TCHSC HMIS Policies and Procedures, data security, or any law.

**Procedure**

TCHSC HMIS will entertain formal grievances alleging violation at any Partner Agency. The TCHSC HMIS *Formal Grievance Form* is available online for this purpose. In cases where a Client reports to one Partner Agency that an alleged violation occurred at another Partner Agency, the *Formal Grievance Form* can be completed by the Partner Agency on the Client's behalf with the Client's permission. Completed grievance forms may be mailed or e-mailed to TCHSC HMIS at the addresses listed on the form.

TCHSC HMIS will investigate received grievances and respond to the Grievant(s) with its findings. All parties involved, as well as any appropriate community planners, will be notified of the alleged violation. If the grievant is not satisfied with the findings and/or actions resulting from this process, they may submit a grievance to HUD.

**Policy 5.8, Client Rescinding Consent**

All Clients who initially agree to share data within TCHSC HMIS have the right to rescind their consent at any time.

**Procedure**

Clients who choose to completely rescind their data-sharing consent must complete a new Release of Information. An Agency Administrator must notify TCHSC HMIS that the client record is to be closed from view in the system ("locked visibility"). As with all ROI documentation, the Agency Administrator should record all changes to ROI in the Partner Agency's file for the Client and in TCHSC HMIS. Once a client record is closed, the Partner Agency will no longer be able to share Client data which is entered into TCHSC HMIS after closing the record.

**Policy 5.9, Reopening a Closed Client Record**

When a previous Client returns to the system of care to enroll in a TCHSC HMIS Partner Agency project after their record has been closed, the client must repeat the ROI process at intake.

**Procedure**

If a previous Client returns to the system of care to enroll in a TCHSC HMIS Partner Agency project after their record has been closed, the Partner Agency must obtain a new ROI at intake that reflects the Client's current data sharing preferences. TCHSC HMIS staff must be notified by email to reopen the client record, according to the sharing preferences documented in the current ROI. Users must not use an existing Entry to document these changes. Users should thoroughly search for the Client per order of entry workflow, create a new project Entry and input the new ROI as associated with the new project Entry. Services and Case Notes should be created as new entries as opposed to revising existing entries.



---

## Section 6: Data Privacy & Security

TCHSC HMIS complies with all federal, state, and local laws, standards, and regulations concerning data privacy and security. As stated in Policy 5.3, Privacy Policy and Privacy Notice all Partner Agencies are required to post the *Privacy Notice* in areas of plain view of the public, such as waiting rooms, intake areas, lobbies, or screening and assessment areas. Upon Client request, Partner Agencies are also required to provide to the Client a copy of the *Privacy Policy*.

### Policy 6.1, Agency Compliance and TCHSC HMIS Indemnity

TCHSC HMIS expects all Partner Agencies to maintain compliance with all data privacy and security laws and regulations governing their projects—independently of and in addition to TCHSC HMIS requirements—and will not be held accountable in the case of Partner Agency negligence or violation of such laws and regulations.

#### Procedure

In addition to the TCHSC HMIS Policies & Procedures Manual and the TCHSC HMIS Data Privacy & Security Plan, Partner Agencies are expected to remain current and compliant with all laws and regulations applicable to their organization. Any Agency that is not considered a “covered entity” by the below-mentioned project types is required to operate in accordance with TCHSC HMIS privacy and security rules, as well as any applicable federal, state, and local laws and regulations.

**Some examples of agencies with additional requirements include, but are not limited to:**

#### HIPAA Covered Entities

Any Agency that is considered a “covered entity” under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations established by the U.S. Department of Health and Human Services, is required to operate in accordance with HIPAA regulations. More information about 45 C.F.R. may be found on the [U.S. Department of Health and Human Services website](http://www.hhs.gov/ocr/privacy/) (<http://www.hhs.gov/ocr/privacy/>).

## 42 CFR Part 2 Entities

Any Agency that is considered a “covered entity” under 42 C.F.R. Part 2, and corresponding regulations establishing by the U.S. Department of Health and Human Services, is required to operate in accordance with the corresponding regulations. **More information about 42 C.F.R. may be found at:** <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5;node=42%3A1.0.1.1.2>

## Domestic Violence (DV) Shelters

Any agency that is a Violence Against Women Act (VAWA) designated victim service provider is prohibited from disclosing personally identifying information to TCHSC HMIS as of 2007. More information about DV Shelters and TCHSC HMIS may be found at on the [Electronic Privacy Information Center’s website](http://epic.org/privacy/dv/hmis.html) (<http://epic.org/privacy/dv/hmis.html>).

More information about HMIS Privacy Standards may be found in Sections 4.1 and 4.2 of the *HMIS Data and Technical Standards Final Notice*, published in the Federal Register by the Department of Housing and Urban Development (HUD) online at: <https://files.hudexchange.info/resources/documents/2004HUDDataandTechnicalStandards.pdf>

## Summary of System Security and Privacy

The security and confidentiality of information collected from Clients at risk of and experiencing homelessness is a primary focus of all HMIS implementations. For providers to victims of domestic violence and HIPAA-covered entities such as substance abuse facilities, a security breach can have grave consequences for Clients. TCHSC HMIS follows privacy, security, and consent requirements for the data types under their area of responsibility, as defined by HUD.

### Policy 6.2, Protection of Confidentiality

TCHSC HMIS shall implement technical and procedural measures to protect the confidentiality of personal information while allowing for reasonable, responsible, and specific uses and disclosures of data.

*Data and Technical Standards Final Notice* (HUD, 2004) and *FY 2020 HMIS Data Standards* (HUD, 2019).

#### Procedure

The *Data and Technical Standards Final Notice* by the U.S. Department of Housing and Urban Development (HUD), includes extensive information security standards to be followed by all Continuum of Care homeless assistance providers and HMIS software vendors. HUD's standards were developed after careful review of the standards for securing and protecting patients' health information in the Health Insurance Portability and Accountability Act (HIPAA).

Though not considered a HIPAA-covered entity, TCHSC HMIS voluntarily complies with these Privacy and Security Standards

### Policy 6.3, System Security

TCHSC HMIS contracts with a HUD-approved third-party vendor to host and secure all data and applications. This vendor maintains HIPAA level protection, and secures the location of the server in a controlled hosting environment providing security from data loss and theft.

**Procedure**

TCHSC HMIS contracts with a HUD-approved software vendor to provide TCHSC HMIS to the Continuum of Services. As a web based TCHSC HMIS solution, the TCHSC HMIS software and databases are hosted on secure servers in a highly secure computer room accessible only to very few employees who are responsible for maintaining and supporting the system. The vendor computers are also protected as required by HIPAA to prevent unauthorized external access.

**Policy 6.4, Authentication of System Access**

TCHSC HMIS ensures that only appropriate staff and volunteers at TCHSC HMIS Partner Agency providers gain and retain system access through a user-authentication process.

**Procedure**

As TCHSC HMIS uses a web-based software system, it is accessed via web browsers. To access TCHSC HMIS, each User must know the web address (URL) for TCHSC HMIS, which is not available or published outside the community.

Once on the website, each User must use a valid username and dynamic password. All usernames and initial temporary passwords are issued by TCHSC HMIS staff only. Passwords expire every 90 days and Users are prompted for new dynamic passwords. Additionally, after eight failed logon attempts, user IDs and passwords automatically become inactive and Users must contact an Agency Administrator or TCHSC HMIS staff for reactivation. Passwords are always encrypted and can never be seen in clear text.

**Policy 6.5, System Encryption**

TCHSC HMIS utilizes a HUD-approved third party vendor whose application secures data as it is traveling over the Internet and stored on the centralized server by providing encryption for all data.

**Procedure**

As a cloud or web-based software system, it is imperative that all data travel through the Internet encrypted or unreadable to an outside user. All TCHSC HMIS data collection applications are fully encrypted using Secure Socket Layer (SSL) with 128-bit encryption. This is the highest commercially available encryption level and is the same as used by financial institutions. Users are advised to ensure that their system interactions are secure by confirming the TCHSC HMIS data collection application URL, or Web Address begins with the letters HTTPS (Hypertext Transfer Protocol Secure).

---

### **Policy 6.6, Security Level Assignment**

TCHSC HMIS staff, in conjunction with the TCHSC HMIS Partner Agency Administrator, ensures that all TCHSC HMIS Users have access to the components of the system appropriate for their level of data usage.

#### **Procedure**

TCHSC HMIS utilizes a HUD-approved third party vendor whose application has built-in system security that ensures each User only has the minimum access needed to perform their normal duties. Each TCHSC HMIS User is assigned a security level in their user profile that grants them access to only the areas they need to accurately do their work. A change to the level of system security for an end user may only be requested by that User's an Agency Administrator or Executive Director.

### **Policy 6.7, System Audit**

TCHSC HMIS utilizes a HUD-approved third party vendor whose application includes audit trail tools to ensure system maintenance, investigate privacy, security breaches, or filed client grievances.

#### **Procedure**

TCHSC HMIS utilizes a HUD-approved third party vendor whose application has built-in audit trail applications that allow administrators to audit use and access of data. Audit reporting is an integral part of maintaining system security protocols and is performed on a scheduled basis by TCHSC HMIS staff.

### **Policy 6.8, System Visibility Settings**

TCHSC HMIS utilizes a HUD-approved third party vendor whose product is a shared information system with default visibility and security exceptions preset by TCHSC HMIS staff based on the workflow of the Partner Agency.

#### **Procedure**

Pursuant to 42 and 45 CFR notwithstanding, TCHSC HMIS is an open or shared HMIS data collection system. The default visibility settings for clients will be set to OPEN for all TCHSC HMIS clients that are not registered or receiving services from any 42 or 45 CFR facility or project. If client is enrolled in a 42 or 45 CFR covered entity project, project visibility settings will be set in accordance to applicable laws.

The TCHSC HMIS system utilizes a set of Visibility Settings that allow sharing of only agreed upon data elements among the participating TCHSC HMIS Partner Agencies. The TCHSC HMIS system utilizes a set of Deny Exceptions that disallow sharing of certain information by provider projects based upon federal, state, or local laws and guidelines, and by agreement with each TCHSC HMIS Partner Agency provider. System Visibility settings may only be changed by the TCHSC HMIS staff. Requests to change visibility settings must be made via written request to TCHSC HMIS staff. The TCHSC HMIS System is constructed to offer a dynamic range of levels of security based on the needs of the agency and TCHSC HMIS User. As a default, TCHSC HMIS Users will only have enough security access to perform their normal job duties. Requests to change Users' status must come from the User's TCHSC HMIS Partner Agency Administrator or Executive Director.

A client has the right to refuse to have his or her data entered into the TCHSC HMIS database. The client's individual choice regarding participation will not affect his or her right to services.

#### **Policy 6.9, Ownership of Client Data**

All data use and disclosure is governed by the owner(s).

##### **Procedure**

The client ultimately retains ownership of any identifiable client-level information that is stored within TCHSC HMIS. If the client consents to share data, the client, or agency on behalf of the client, has the right to later revoke permission to share her or his data without affecting rights to service provision.

#### **Policy 6.10, Requests for Client Data by Law Enforcement Concerning Criminal Matters**

TCHSC HMIS will take all reasonable precautions to prevent the disclosure to outside parties of client data, except as may be necessary by reason of legal requirements.

##### **Procedure**

TCHSC HMIS will provide only that information which is related to evidence-gathering and is concerning a criminal matter. Law enforcement shall request Client data via court- issued orders such as search warrants or subpoenas. TCHSC HMIS will consider and respond to requests by law enforcement for purposes related only to Clients or Clients' next of kin sought in the interest of public safety, and for whom law enforcement have probable cause or an active warrant for his/her arrest related to violent and/or felony crimes.

---

## Section 7: User Training

### Policy 7.1, Authorized Training

TCHSC HMIS Users must follow the recommended workflows conveyed in trainings developed and authorized by TCHSC HMIS.

#### Procedure

Training for the secure and proper use of TCHSC HMIS is adapted to changes in funding and reporting requirements, as well as iterations in the software. The workflows contained in TCHSC HMIS-authorized trainings are kept as current with these changes as possible. Users are expected to follow the guidance authored by TCHSC HMIS, remain consistent in their usage, and contact TCHSC HMIS support with any workflow questions or suggestions. Under no circumstances should anyone who has not received authorized training have access to TCHSC HMIS.

### Policy 7.2, Trainee Prerequisites

TCHSC HMIS Users are required to complete any prerequisites assigned to a knowledge track before attending in-person training.

#### Procedure

Prior to attending in-person trainings, TCHSC HMIS Users may be asked to review documents or complete activities related to the scheduled training's content. Users are expected to explore assigned learning resources and attend training prepared to seek support for any concepts needing clarification.

### Policy 7.3, Curriculum Development

TCHSC HMIS continually develops training curricula to meet the unique needs of beginner, intermediate, and advanced users.

#### Procedure

Training modules are based on Users' roles within a Partner Agency, and their varying levels of access and experience with TCHSC HMIS. Users may be asked to attend refresher training on specific areas in order to resolve persistent data errors. Following are some of the trainings offered by TCHSC HMIS:

**Beginning Training** is designed to give Users an introduction to the system. Users must attend Beginning Training in order to be licensed.

**Privacy Training** is integrated into the Beginning Training curriculum and covers the TCHSC HMIS Privacy and Security Plan. The training is designed to ensure that all Users safeguard the privacy/confidentiality of Clients when accessing the system. This training covers obtaining Client consent/Release of Information, appropriate use and disclosure of Client data, and securing workstations, usernames, and passwords.

**Reporting Training** covers canned and customized reports and is available to advanced users. This training must be requested by the TCHSC HMIS Partner Agency.

#### **Policy 7.4, On Location Training**

TCHSC HMIS staff is available to deliver training onsite at a Partner Agency location in the event that there is a large number of staff to train, or a specific topic needs to be covered.

##### **Procedure**

If a Partner Agency has identified a training need that warrants onsite training at their location, they may request such from TCHSC HMIS. Examples may include, but are not limited to:

- new funding streams requiring Project-Specific Data Elements,
- changes to a project's type, resulting in global changes to data collection/entry workflows,
- larger number of agency staff needing to learn new reporting requirements, or
- data quality is low due to global or persistent user error and retraining is needed.



---

## Section 8: Technical Support

### Policy 8.1, System of Technical Support

TCHSC HMIS staff will provide a system that allows TCHSC HMIS Users to request technical support, general, system-related inquiries, training and workflow questions, and data quality assistance.

#### Procedure

All requests for technical support must be submitted through the TCHSC HMIS Help Center, or once implemented, support request tracking system. All requests will be answered during normal TCHSC HMIS business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m.

### Policy 8.2, Timely Response to Support Requests

TCHSC HMIS staff will respond to all inquiries from Partner Agencies and clients in a timely manner.

#### Procedure

Response times for technical support vary, based on the type of issue that is submitted and the priority assigned by TCHSC HMIS staff. Requests for technical support will be honored on a first come, first served basis, as categorized in the TCHSC HMIS Technical Support Request Prioritization Table.

Response Type	Examples of Needed Support	Method of Reporting to TCHSC HMIS	TCHSC HMIS Staff Response
Rapid Response	Users are unable to use system. For example: The system is unavailable, or the site is unreachable.	Submit an issue through the help center or contact staff by phone.	No more than 12 business day hours.
Priority Response	Users can use the system, but one or more functions important to day-to-day operational use is severely affected. For example: Password issues, permission issues, security issues, data is not being accepted, or screens have changed.	Submit an issue through the help center or contact staff by phone.	Less than one business day.
Regular Response	A problem is noted, but Users are able to use all functions in the systems without major difficulty. For example: Reporting issues, general questions, work flow issues, data entry problems, change to a report, or change to screens.	Submit an issue through the help center.	Less than two business days.
Feature Enhancement	Users are able to use all functions in the system as normal but are requesting an enhancement to the system that is currently not available.	Submit an issue through the help center.	Less than two business days.

---

### **Policy 8.3, Technical Support Business Hours**

TCHSC HMIS staff normal business hours for Technical Support are Monday through Friday, 8:30 a.m. through 5:00 p.m.

#### **Procedure**

Requests for technical support received outside of the stated business hours will be treated as if the request was received at the opening of the next business day. For support requests considered urgent and encountered outside of TCHSC HMIS business hours, contact your Agency Administrator.

### **Policy 8.4, Software Enhancement Requests**

TCHSC HMIS staff will convey to the software vendor feature enhancement requests that are considered beneficial to the mission and submitted through the proper channels from Agency Administrators or TCHSC HMIS Users.

#### **Procedure**

It is a stated goal of TCHSC HMIS to be as efficient and user-friendly as possible within the technical restraints of the system. Feature enhancement requests are welcomed and encouraged. Please submit all possible feature enhancements in the following manner:

1. email a support request to TCHSC HMIS and indicate the request type as a feature enhancement;
2. be as specific as possible in describing the feature enhancement you have identified;
3. if appropriate, describe the current workflow first, followed by the suggested, new workflow enabled by such a feature enhancement;
4. if enhancement is for new system functionality, please describe in detail the improved workflow (the provision of associated diagrams and documentation are highly recommended); and
5. if appropriate, please estimate User time saved that could result from your suggested feature enhancement.

6. If appropriate, please denote all possible benefits for your agency or Users, and other Partner Agency providers, that could result from your suggested feature enhancement.

### **Policy 8.5, System Changes**

TCHSC HMIS staff will discuss suggested system changes which are considered valuable and actionable via in-person meeting, or when necessary, conference call.

#### **Procedure**

TCHSC HMIS will meet with the Partner Agency who has suggested a system change, to discuss the value and feasibility of such a modification. Upon scheduling such a meeting, TCHSC HMIS will issue an agenda and email it and any instructions to agency administrators at least two business days before the meeting.

---

## Section 9: Data Collection

### Policy 9.1, Clients Served vs. Clients Benefiting from Service

Partner Agencies shall only input data for clients physically present to apply for project enrollment or services, and when applicable, their dependent family members.

#### Procedure

Only clients present on the day of project enrollment or service delivery shall be entered into TCHSC HMIS. Prospective adult clients who may benefit from services at a later date but are not in attendance on the day of enrollment cannot be recorded in TCHSC HMIS, as they cannot provide written consent to the collection and sharing of their information. Agency partners that use a physical address to allocate financial assistance on a household basis are expected to collect consent from each adult member of the household benefitting. In such cases, all associated members must be linked in the system as a household. The client designated as head of household may give consent for all minor children (under 18 years of age) but cannot give consent for any adult members (over the age of 18); all adult clients must give written consent individually.

### Policy 9.2, Universal Data Elements

Every Partner Agency must collect and record all data elements identified and defined by HUD as Universal Data Elements (UDEs), as well as any additional data elements required by the Treasure Coast Homeless Services Council CoC.

#### Procedure

All TCHSC HMIS Partner Agencies shall collect Universal Data Elements (UDEs) for every Client and every Project, regardless of funding source, in order to be considered participating in TCHSC HMIS. The UDEs are published periodically by HUD in the *HMIS Data Standards Manual*, and TCHSC HMIS requirements will be based on the most current version of this document. HUD's *HMIS Data Standards Manual* and *HMIS Data Standards Data Dictionary* can be referenced from the TCHSC HMIS website, or the HUD Exchange Resource Library at [www.hudexchange.info/resources/](http://www.hudexchange.info/resources/). Please also refer to Section 10: Data Quality for further details.

The Data Elements which must be collected for every Client entered into TCHSC HMIS regardless of Partner Agency's funding source are, in alphabetical order:

Approximate Date Homelessness Started	Primary Race
CoC Code for Client Location	Primary Reason for Homelessness (CoC required)
Date of Birth	Project End/Exit Date
Date of Birth Data Quality	Project Start/Entry Date
Dependency Fields for Prior Living Situation	Relationship to Head of Household
Disabling Condition	Release of Information
Ethnicity	Residence Prior to Project Start/Entry
Exit Destination	Social Security Data Quality
Full Name (First, Last)	Social Security Number (full or partial)
Gender	Total Number of Months homeless on the street/in ES/or SH in the past three years
Housing Move-In Date	Veteran Status
Housing Status (CoC required)	Zip Code (CoC required)
Name Data Quality	
Number of Times the Client Has Been on the Streets/in ES/or SH in the Past Three Years	

### **Policy 9.3, Program-Specific Data Elements**

Partner Agencies receiving funding from federal grant programs must collect additional Program-Specific Data Elements (PSDEs) as specified by the Program, in addition to all Universal Data Elements stated in Policy 9.2.

#### **Procedure**

Partner Agencies are expected to maintain current knowledge of and adhere to the data collection requirements identified by the federal partner(s) funding their projects. Each of the federal partner programs using HMIS has a specific manual describing project set up in HMIS and what data elements are required to be collected. Partner Agencies must review the most current Program-Specific Data Manual for their respective federal partners—as a companion reference to HUD’s [HMIS Data Dictionary](#) and the [HMIS Data Standards Manual](#)—to ensure that all required Program-Specific Data Elements (PSDEs) designated by their funding stream(s) are being collected. Federal partners post these companion manuals on their program websites, and they can also be accessed on HUD Exchange.

**TCHSC HMIS Partner Agency projects that are funded through any of the programs listed below must collect all additional data elements as specified by the federal program:**

1. Emergency Solutions Grant (ESG);
2. HHS: RHY Basic Center Programs (BCP);
3. HHS: RHY Demonstration Project;
4. HHS: RHY Maternity Group Homes for Pregnant and Parenting Youth (MGH);
5. HHS: RHY Transitional Living Program (TLP);
6. HUD Continuum of Care (CoC);
7. HUD Family Reunification Program (FUP);
8. HUD Housing Opportunities for Persons with AIDS (HOPWA);
9. HUD Public and Indian Housing (PIH) programs (non-VASH), including public housing choice voucher inventory that is dedicated to homeless persons;
10. HUD Rapid Re-Housing Program (RRH);
11. HUD-VA Supportive Housing (HUD VASH);
12. SAMHSA’s Projects in Assistance of Transition from Homelessness (PATH);

13. Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), including grants formerly funded under McKinney-Vento but renewed under Section 8<sup>1</sup>;
14. Shelter Plus Care (S+C)<sup>2</sup>;
15. Supportive Housing Program (SHP)<sup>3</sup>;
16. Supportive Services for Veteran Families (SSVF);
17. VA Grant and Per Diem Program (GPD); and
18. VA: Health Care for Homeless Veterans (HCHV).

**Program-Specific Data Elements (PSDEs) vary by Federal Program and Project Type, and may include:**

Contact Date (Street Outreach Projects Only),

Date of Engagement (Street Outreach Projects Only),

Domestic Violence Information Date,

Domestic Violence Victim/Survivor,

Housing Assessment at Exit (VA Funded),

Housing Assessment Disposition (VA Funded),

Housing Move In Move-in Date (PSH and RRH Projects),

Referrals Provided (HUD, PATH, HHS RHY, HOPWA, & VA Funded),

Service Transactions (HUD, PATH, HHS RHY, HOPWA, & VA Funded),

Services provided (HUD, PATH, HHS RHY, HOPWA, & VA Funded),

Veteran Information (VA Funded), and

Managing Bed Inventory (Housing Providers Only).

---

<sup>1</sup> HEARTH Act consolidated into HUD CoC Program.

<sup>2</sup> HEARTH Act consolidated into HUD CoC Program.

<sup>3</sup> HEARTH Act consolidated into HUD CoC Program.



---

### **Policy 9.4, Bed List Maintenance**

All Partner Agencies providing housing are required to maintain the most current housing and bed inventories (Bed Lists) in TCHSC HMIS, and notify TCHSC HMIS staff at least 5 days in advance of changes to housing inventory or configuration. Client utilization (housing placements) recorded in TCHSC HMIS must reflect the project's most current configuration and match actual bed assignments.

#### **Procedure**

All Partner Agency projects which provide housing must collaborate with TCHSC HMIS staff to maintain accurate, up to date Unit Lists (bedlists) in TCHSC HMIS. If there are any changes to a project's housing inventory or configuration, the Agency Administrator is required to notify the TCHSC HMIS Lead System Administrator at least 5 business days prior to new beds becoming available and/or the total number of beds being reduced. Clients assigned to beds must be "checked in" in the TCHSC HMIS housing inventory, in addition to creating a Project Entry for the housing placement, and this data must be entered "in real time." In cases where Users are unable to perform this data entry workflow in real time due to a technical issue, the housing data in TCHSC HMIS must be updated within one business day of Client placement. Clients entering housing as a family must be set up as a Household in TCHSC HMIS prior to bed entry and must be assigned together as part of the software module.

### **Policy 9.5, Optional**

All Partner Agencies are encouraged to record all Program-Specific Data Elements (PSDE) for all clients entered into HMIS even if not required for funding.

#### **Procedure**

Optional PSDEs are a valuable area of the Client record and a large part of case management. Though not required, Users are encouraged to collect and enter these elements for each Client, especially if the Client is in a housing or financial assistance project. The optional PSDEs include: Employment History, Adult Education, General Health Status, Pregnancy Status, Pet/Service Animal Information, and Children's Education.

### **Policy 9.6, Encouraged Use of SSOM**

Case Managers are encouraged to use the HMIS Client SSOM as an assessment tool for all clients that are entering and exiting a project.

The Self Sufficiency Outcome Matrix (SSOM) is a module within ClientTrack provides a template with questions regarding a client's "self-sufficiency" in a program across multiple points in time, with the goal of being able to show change over time. Client scores in this module can be used to assist with priority ranking for the purposes of making referrals and positioning on project wait-lists. SSOM is created in ClientTrack as a custom assessment to rank clients on a scale of 1–5 on a series of domains.

The domains to choose from include the following:

Income Domain, Employment Domain, Shelter Domain, Food Domain, Childcare Domain, Children's Education Domain, Adult Education Domain, Legal Domain, Healthcare Domain, Life Skills Domain, Mental Health Domain, Substance Abuse Domain, Family Relations Domain, Mobility Domain, Community Involvement Domain, Safety Domain, Parenting Skills Domain, and additional custom agency domains.

Custom domains can be added to the SSOM upon consultation with TCHSC HMIS Admin.

### **Procedure**

The Client Self-Sufficiency Outcomes Matrix is customized in TCHSC HMIS with a series of assessment domains that a case manager may use to evaluate the strengths and weaknesses of a Client as they begin and continue their case plans and assistance strategies. Case Managers utilizing this tool may choose a series to focus on and perform the SSOM for the Client at project entry, several interim points in time, and finally at project exit.

## **Policy 9.7, Issuing Client Photo IDs**

Partner Agencies are encouraged to capture client photos that may be used to create and disseminate TCHSC HMIS Client Photo ID Cards for all Clients being entered into HMIS.

### **Procedure**

Some Continuums of Care have established Client Photo ID Cards as the preferred authoritative method of identification for all Clients. Clients are issued a Client Photo ID Card at their first point of entry into the Continuum of Care. The cards may be issued at major continuum points of access such as day centers and one-stop centers or by other Partner Agencies when a service is rendered.

TCHSC HMIS will work with targeted agencies to create and provide photo ID cards for clients. TCHSC HMIS partner agencies should accept these photo ID cards for use in identifying clients and facilitating service delivery.

**Policy 9.7.1, Accepting Client Photo IDs**

HMIS Partner Agencies are encouraged to accept Client Photo ID Cards as proof of identification for all clients they are serving.

**Procedure**

For the Continuum of Services and clients to see the benefit of ID cards, HMIS Partner Agencies should be willing to generate, accept and ask for HMIS Client Photo ID Cards from clients. This will require that agency staff provide some education to the clients about the use of the ID cards. Additionally, using the barcode on Client Photo ID Cards can help Partner Agencies streamline their services. For low volume providers, scan technology can be used to access client records more quickly. For high volume providers, scan technology can be used to check people into services rapidly.

TCHSC HMIS has worked with all agencies to accept TCHSC HMIS photo ID cards created for clients at targeted badge-creating agencies. Agencies are encouraged to use bar code scanners in order to best serve clients with additional benefits for both data entry capture volume and data accuracy.

## **Section 10: Data Quality**

Data quality is vitally important to the success of the Homeless Management Information System. TCHSC HMIS Partner Agency providers and TCHSC HMIS staff will work diligently on adhering to the most current revision of the HUD TCHSC HMIS Data Standards in order to ensure that reports both at the provider level and the system level are complete, consistent, accurate, and timely. Adherence to set data quality standards will help bring additional funded dollars into our community as well as ensure our community's level of service is accurately reported locally, statewide, and nationally. Data quality will be evaluated on completeness, consistency, accuracy, and timeliness. This data will be used by the Continuum of Care to monitor progress towards meeting its standards.

### **Policy 10.1, Accuracy of Data**

The Homeless Management Information System staff will evaluate the quality of all TCHSC HMIS Partner Agency data on the accuracy of the data entered monthly.

#### **Procedure**

Accuracy is the degree to which data correctly reflects the client situation as self-reported by the client. Data quality reports are created by TCHSC HMIS staff and run monthly in order to guide users in correcting errors. Data quality reports and checks are also implemented during times of heavy reporting, and TCHSC HMIS reviews system level reports for accuracy before submission. These actions occur in partnership with users and Agencies.

### **Policy 10.1.1, Acceptable Sources of Data**

All client data entered into TCHSC HMIS should accurately reflect information supplied by the client and assessed in accordance with the TCHSC HMIS Data Standards or most current revision of the HUD HMIS Data Standards.

#### **Procedure**

Data entered into TCHSC HMIS should be self-reported by the client or data known by case managers. HUD Procedures allow case managers to make changes to client data not reported by the client. Client self-reported means any information reported to staff by the client.

### **Policy 10.1.2, Consistency of Data**

All client data entered into TCHSC HMIS should be congruent with program details.

**Procedure**

Client records entered into TCHSC HMIS should reflect the client population served, match capacity of enrollment, project type, and entry/exits should fall within service parameters. This information is based on consistency of accurate data entered on clients receiving services. For example, if you

- are a project exclusively for single men without additional household members, you should not enter data on women
- are a state program and have a listed capacity of 20 beds, the program should not exceed 20 people in shelter unless using overflow beds, or
- are a fully HUD funded project, your entry exit should always be of type “HUD.”

**Policy 10.1.3, Avoiding Discrepancies in Client Data**

HUD has defined HMIS Leads—and therefore TCHSC HMIS—as the “record of record,” meaning that the overseeing Federal agency uses the information in the data collection system as the authoritative record. If agencies use paper-based files, they must match information entered into TCHSC HMIS.

**Procedure**

All client data entered into TCHSC HMIS should match the information captured and filed in the TCHSC HMIS Partner Agency’s client record/case file. Observed discrepancies could be subject to audit by HUD, TCHSC HMIS staff, local government entity, or other community planner.

**Policy 10.2, Completeness of Data**

The TCHSC HMIS staff will evaluate the quality of all TCHSC HMIS Partner Agency data on the completeness of the data entered using detailed Data Quality Reports (DQRs), agency reports, and other tools utilized by local TCHSC HMIS Administrators.

**Procedure**

Completeness is the extent to which a field has been answered in its entirety. Measuring completeness can ensure that client profiles provide an accurate representation of the client’s situation.

**Policy 10.2.1, HUD Mandated Data Quality Standards**

For all clients entered into TCHSC HMIS, a TCHSC HMIS Partner Agency must maintain HUD mandated data quality standards.

**Procedure**

It is expected that TCHSC HMIS Partner Agencies work to maintain no more than 5% missing data for each HUD Universal Data Element, and PSDE if applicable. The TCHSC HMIS monthly Data Quality Reports, agency reports, and other tools utilized by local TCHSC HMIS Administrators will be used to address data quality issues with the TCHSC HMIS Partner Agencies. TCHSC HMIS staff will work collaboratively with Partner Agencies to address and improve overall data quality.

**Policy 10.2.2, Blank Client Data**

For all clients entered into TCHSC HMIS by a TCHSC HMIS Partner Agency, no more than 5% of all client level data should be “blank”, “not reported”, or “null”.

**Procedure**

It is expected that TCHSC HMIS Partner Agencies will work with clients to capture all necessary data. TCHSC HMIS Partner Agencies will be expected to have no more than 5% of all client data listed as “blank”, “not reported”, or “null” (at least 95% completeness). “Blank”, “not reported”, and “null” values include fields that are left blank or answered with “client doesn't know”, “client refused”, or “data not collected”. While these options may accurately reflect what the client has self-reported, they are not considered complete for the purposes of calculating data quality.

**Policy 10.2.3, Data Quality Fields**

For all clients entered into TCHSC HMIS by a TCHSC HMIS Partner Agency, all system data quality fields must be completed.

**Procedure**

In TCHSC HMIS, there are several data quality fields that are essential for providing an accurate representation of homelessness. These fields are part of the Universal Data Element (UDE) requirements measured for each TCHSC HMIS Partner Agency.

These fields measure the quality of their associated fields. For example, if the Date of Birth field has been left blank, the Date of Birth Data Quality field is used to explain why the field was left blank. There are three data quality fields in the system:

- Name Data Quality,
- Social Security Data Quality,
- Date of Birth Data Quality.

These fields allow for reporting only partial answers or full answers in order receive completeness credit. These fields in conjunction with the associated data element field will be used to assess data quality issues.

### **Policy 10.3, Evaluation of Data Quality**

The Homeless Management Information System staff will evaluate the quality of all TCHSC HMIS Partner Agency data on the consistency of the data entered.

#### **Policy 10.3.1, Removal of Duplicate Client Records**

All TCHSC HMIS Partner Agency client data should work consistently to reduce duplication in TCHSC HMIS by following workflow practices outlined in training.

##### **Procedure**

TCHSC HMIS Partner Agencies are trained to search for existing clients in the system before adding a new client into the system by either Name, Social Security Number, or Client Alias. TCHSC HMIS staff reviews duplicate data entries in the system and merges client records as needed. When duplicate client records created by TCHSC HMIS Partner Agency providers are discovered, the TCHSC HMIS staff will contact the designated Agency Administrator to notify the User responsible. In the event of accidental duplication, TCHSC HMIS Users can contact TCHSC HMIS Lead staff to request the client be merged.

#### **Policy 10.3.2, Capitalization Guidelines for Client Data**

All TCHSC HMIS Partner Agency client data should adhere to TCHSC HMIS capitalization guidelines.

##### **Procedure**

TCHSC HMIS Partner Agencies are trained on the current method and style to enter client level data. TCHSC HMIS Partner Agencies should adhere to the following guidelines when entering client level data:

- data should **not** be entered entirely in either upper or lower case;
- proper casing should be used when providing client level data because inconsistent use of lower- and upper-case letters will negatively impact data quality; and

- nicknames should be provided in the “Alias” field. Do not use nicknames when entering data into the client name fields.

### **Policy 10.4, Timeliness**

TCHSC HMIS staff will evaluate the quality of all TCHSC HMIS Partner Agency data on the timeliness of the data entered.

#### **Procedure**

Timeliness is an important measure to evaluate daily bed utilization rates and current client system trends. To ensure reports are accurate, Partner Agencies should verify that their internal processes facilitate real-time data entry.

#### **Policy 10.4.1, Entering Real-time Client Data**

All TCHSC HMIS Partner Agency client data should be entered in real-time or no later than one business day after intake, assessment, or program service/entry/exit.

#### **Procedure**

Real-time is defined as “the time during which a process takes place, or an event occurs.” Client data can be entered into TCHSC HMIS in real-time as the client is being interviewed at intake or assessment. The more immediate the data collection process, the more collaborative and beneficial client data sharing will be for all TCHSC HMIS Partner Agencies and clients. The goal is to get all program intake and assessment data into TCHSC HMIS in real-time.

#### **Policy 10.4.2, Backdating Client Data**

All TCHSC HMIS Partner Agency providers should backdate any client data not entered in real-time to ensure that the data entered reflects client service provision dates.

#### **Procedure**

All required data elements, including project entry/exit, service transactions, universal data elements, and bed management, must be entered for each client within one business day of program entry/exit or service provision dates. If the date was entered more than one business day after the program entry/exit or service provision, the actual date of service or entry/exit must be used.



---

## **Policy 10.5, Collaboration on Data Between TCHSC HMIS Staff and Partner Agencies**

TCHSC HMIS Partner Agencies are required to respond to, and correct errors stated in, communications from TCHSC HMIS staff regarding data quality.

### **Procedure**

Proactive collaboration between Partner Agencies and TCHSC HMIS staff is critical to maintaining the highest data quality in TCHSC HMIS. Many Partner Agencies are held to rigid reporting timelines, during and for which TCHSC HMIS staff must provide current, accurate information.

Each Partner Agency is therefore required to designate an Agency Administrator from within Agency staff, whose role is to communicate with TCHSC HMIS staff regarding data quality, liaise with Agency staff responsible for data entry and correction, and ensure that shared data quality expectations are met.

### **Policy 10.5.1, Responding to Staff Inquiries**

All Agency Administrators should respond to TCHSC HMIS staff inquiries within one business day and indicate if further instruction is needed to resolve errors within the timeframe communicated.

### **Procedure**

The Agency Administrator will respond to inquiries from TCHSC HMIS staff within one business day. In the event of vacation or illness, the Agency Administrator will designate a backup Agency Administrator who should be contacted.

### **Policy 10.5.2, Correcting Data Errors**

TCHSC HMIS Partner Agencies will correct client data in TCHSC HMIS within 5 business days of notification of data errors.

### **Procedure**

A report outlining any necessary data corrections will be sent to the TCHSC HMIS Agency Administrator, and it is then the Partner Agency's responsibility to perform designated data corrections within 5 business days. Once corrections have been made, the Agency Administrator will communicate with TCHSC HMIS staff to confirm that Partner Agency data are successfully corrected.

---

**Policy 10.6, Ensuring Accuracy of Reporting**

TCHSC HMIS staff and TCHSC HMIS Partner Agencies will collaborate to ensure accuracy of reporting.

**Procedure**

The TCHSC HMIS software includes a series of reports to aid in outcome evaluation, data quality monitoring, and analysis of system trends.

**Policy 10.6.1, Provision of Customized Reports**

The TCHSC HMIS staff may provide specialty reports to TCHSC HMIS Partner Agency providers upon request. If report creation is complex, requiring assistance by the HMIS software vendor, TCHSC HMIS may charge a fee.

**Procedure**

Specialty report requests must be submitted to the TCHSC HMIS staff for evaluation, creation, and generation. TCHSC HMIS staff will have up to 5 business days after receiving request to schedule custom report overview with requesting HMIS Partner Agency. Once overview is complete, TCHSC HMIS staff will have up to 14 business days to complete custom report request. If software vendor assistance is required, report creation and potential fee are set by HMIS software vendor.

---

## **Section 11: Performance Measurement**

The quality of data that Partner Agencies contribute is monitored as closely as possible by TCHSC HMIS; however, this is a shared responsibility across agencies and Users. The performance of our CoC as a system is also measured to fulfill annual report requirements and illustrate the CoC's progress toward the goal of ending homelessness.

### **Policy 11.1, Data Quality and Improvement**

TCHSC HMIS staff will measure the timeliness and completeness of data entered by each TCHSC HMIS Partner Agency.

#### **Procedure**

As a quality monitoring tool, TCHSC HMIS will measure the effectiveness of data entry performed at each Partner Agency. Data quality reports will be generated monthly and sent to each Partner Agency. Each TCHSC HMIS Partner Agency will have 5 business days from report receipt to seek technical assistance and/or correct any issues regarding data quality.

### **Policy 11.2, Bed Utilization**

TCHSC HMIS staff will measure the bed utilization rates of Partner Agencies providing housing.

#### **Procedure**

As a quality monitoring tool, the TCHSC HMIS staff will periodically review the bed utilization rates of TCHSC HMIS Partner Agencies. Partner Agencies are required to report any changes to bed quantities or unit configuration to TCHSC HMIS Support within one week of change.

## Section 12: Data Use Violations and Corrective Actions

### Policy 12.1, Misuse of Data

TCHSC HMIS Partner Agencies will not misuse TCHSC HMIS Client data.

#### Procedure

TCHSC HMIS Partner Agency providers will not breach Client confidentiality by misusing TCHSC HMIS data. Misuse of data includes, but is not limited to, using data for any purpose outside of case management, project evaluation, education, and/or statistical and research purposes.

### Policy 12.1.1, Misuse of Data for Solicitation Purposes

TCHSC HMIS Partner Agencies shall not use any data within TCHSC HMIS to solicit clients, organizations, or vendors for any reason.

#### Procedure

At no time shall confidentiality of clients, organizations and vendors be violated by disclosing client information to non-members. Data in TCHSC HMIS will not be used to solicit for volunteers, employees, or clients of any type. This information must not be sold, donated, given, or removed from TCHSC HMIS for any purpose that may jeopardize the confidentiality of or in any way harm Clients, Partner Agencies, or vendors. Those found in violation of this rule will have their access to TCHSC HMIS immediately terminated and the violation disclosed to all local government and funding entities.

### Policy 12.2, Selling Data

TCHSC HMIS Partner Agencies shall not sell any TCHSC HMIS Client, Agency, or vendor data for any reason.

#### Procedure

At no time shall confidentiality of clients, organizations, and vendors be violated by selling any information. TCHSC HMIS Partner Agencies shall not profit from disclosure of client, organization, or vendor information. Disclosure of information puts everyone at legal risk. Violation or breaches in HIPAA and 42 CFR regulations can result in fines and jail time. Those found in violation of this rule will have their access to TCHSC HMIS immediately terminated and the violation disclosed to all local government and funding entities.

---

## **Policy 12.3, Corrective Action**

If a TCHSC HMIS Partner Agency or any of its Users have violated any TCHSC HMIS policy, the TCHSC HMIS staff will implement an action plan upon discovery of the violation.

### **Procedure**

Partner Agencies will work to ensure that TCHSC HMIS policy violations are avoided. If a violation occurs, TCHSC HMIS will respond to prevent harm to Clients and/or other Partner Agencies, and to prevent further violations. The TCHSC HMIS staff will determine a course of action contingent on the type and severity of the policy violation, as detailed the Policy Violation Risk Severity Table.

## **Potential Courses of Action**

### **Probation**

TCHSC HMIS will notify the Agency's Executive Director and TCHSC HMIS Agency Administrator in writing to set up a one-to-one meeting to discuss the violation in question. During the meeting, an action plan will be developed and documented with relevant timeframes outlined set to correct actions. If a training issue is identified, TCHSC HMIS will coordinate further communication with Agency Users. The Partner Agency will be on placed on probation for a minimum of 90 days, during which time monitoring and auditing may be required and performed by TCHSC HMIS Admin.

### **Suspension**

If a violation is of critical risk, the corrective measure(s) are not achieved in the probationary period, or more TCHSC HMIS violations occur during the probationary period, TCHSC HMIS will suspend access to TCHSC HMIS until the issues are resolved. TCHSC HMIS will send written notice to the Partner Agency's Executive Director of the suspension, rationale for such, and effective date. During suspension, a mandatory meeting will be held between the Partner Agency Executive Director, the CoC Leadership, and the TCHSC HMIS staff, if appropriate, to discuss suspension and requirements for resolution. All meeting deliverables will be documented in writing and must be achieved within the set probationary period.

### **Termination**

If the Partner Agency violates any policies deemed of critical risk and fails to achieve resolution within the probation period, the TCHSC HMIS staff will permanently terminate the Partner Agency from TCHSC HMIS. The TCHSC HMIS Partner Agency will receive a written notice to the Partner Agency Executive Director outlining the termination, reasons, and effective date.  
Notification of

the termination will be sent to all local contract managers. In the case of incurred data quality costs and/or transfer costs, the Partner Agency will assume responsibility for payment.

### Policy Violation Risk Severity Table

Risk Severity and Examples	Standard Responses to Violation
<p>Critical Risk: Data security breach; Imminent harm to Clients; Persistent, unresolved errors in data quality</p>	<p>TCHSC HMIS suspends all active Partner Agency user licenses until retraining.</p> <p>TCHSC HMIS immediately reports violation to CoC Board.</p> <p>TCHSC HMIS contacts Partner Agency in question to discuss the violation and course of action.</p> <p>Partner Agency suspended until violation is resolved and placed on probation for at least 90 days.</p>
<p>Medium Risk: Grievance has been filed against a TCHSC HMIS Partner Agency; Complaints alleging action with the potential to threaten or endanger Clients.</p>	<p>TCHSC HMIS immediately contacts the CoC Board to discuss a course of action and plan.</p> <p>TCHSC HMIS contacts the Partner Agency in question to discuss the violation and course of action.</p> <p>The TCHSC HMIS Lead Agency will contact the TCHSC HMIS Partner Agency Contract Manager to discuss violation and action plan.</p> <p>TCHSC HMIS Partner Agency will be placed on Probation for at least 90 days and possible suspension until violation resolved.</p> <p>If appropriate, TCHSC HMIS Lead System Administrator will suspend all TCHSC HMIS Partner Agency's Active User Licenses.</p>
<p>Low Risk: Unresponsive to TCHSC HMIS requests; Ceased data</p>	<p>TCHSC HMIS contacts and reports to the TCHSC HMIS Lead Agency to discuss the course of action and plan.</p>

entry; Incorrect bed list; User inactivity; Timeliness issues.

TCHSC HMIS will contact the TCHSC HMIS Partner Agency in question to discuss the violation and course of action.

If appropriate, TCHSC HMIS will contact the Partner Agency Executive Director to discuss violation and action plan.

If appropriate, TCHSC HMIS Partner Agency will be placed on probation for at least 90 days or until the violation is resolved.

If appropriate, TCHSC HMIS Lead System Administrator will suspend all or some of the TCHSC HMIS Partner Agency User Licenses in question.

## Appendix A, Glossary of Preferred Terms: HUD & TCHSC HMIS

Terminology differs among federal grantors, Partner Agencies, system Users, and our software vendor. This glossary lists commonly used terms, and defines them in the context of TCHSC HMIS. This glossary applies to all TCHSC HMIS documents.

**Important Distinction:** Project and Program are terms used to mean different things across the federal agencies. In the HUD *HMIS Data Standards Manual* and *HMIS Data Dictionary*, and for the purposes of data collection in TCHSC HMIS, a **program** refers to the federal funding source (e.g., HUD CoC, HHS PATH, VA SSVF, etc.) whereas **project** refers to a distinct unit of an organization as set up in the HMIS.

**Client:** refers to an individual or family who has or is currently is experiencing homelessness.

**Component:** refers to the **categories of funding** within a federal program. HUD and its federal partners refer to these categories as Program Components. For example, the [five, funding-eligible](#) CoC Program components are: Permanent Housing, Transitional Housing, Supportive Services Only, HMIS, and in some cases, Homelessness Prevention.

**Continuum of Care (CoC):** is used in multiple ways throughout the Data Standards:

**Continuum of Care and Continuum:** means the group organized to carry out the responsibilities required under the CoC Program Interim Rule (24 CFR Part 578) and is comprised of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve homeless and formerly homeless persons to the extent that these groups are represented within the geographic area and are available to participate.

**CoC Program:** HUD funding source which provides housing and/or service grant dollars.

**HMIS User (“User”):** individual who uses or enters data in an HMIS or a comparable database approved by the CoC.

**HMIS Lead:** entity designated by the Continuum of Care in accordance with the HMIS Proposed Rule (24 CFR Part 580) to operate the Continuum's HMIS on the Continuum's behalf.

**HMIS System Administrator(s):** individual(s) whose job it is to manage the HMIS implementation at the local level: enrolling programs and managing appropriate use, supporting Users through connection to, or direct provision of, User training, and overseeing system setup.



**Household:** A household is a group of persons who together apply for homeless assistance services.

**Program:** Program refers to the **source of federal funding** that provides housing and/or service grant dollars to Partner Agencies to run their projects (e.g., ESG Program funding for ABC Emergency Shelter project). Some examples of Programs are Community Development Block Grant (CDBG) Program, Continuum of Care Program, Emergency Solutions Grants Program (ESG), Housing Opportunities for Persons With AIDS Program (HOPWA), Homelessness Prevention and Rapid Re-Housing Program (HPRP), HUD-Veterans Affairs Supportive Housing Program (HUD-VASH), etc.

**Program-Specific Data Elements (PSDEs):** [Program-Specific Data Elements](#) provide information about the characteristics of clients, the services that are provided, and client outcomes. The HMIS Federal Partners have cooperatively developed these elements. Some of the program specific data elements are collected across all federal partner programs. Others are limited to a single federal partner program or even further to a single component of one of the federal partner programs.

**Project:** refers to a distinct unit of an organization, which may or may not be funded by HUD or the Federal Partners. Its primary purpose is to provide services and/or lodging for the homeless and is identified by the Continuum as part of its service system. For example, a project funded by the HUD's CoC Program may be referred to then as a "CoC Program-funded continuum project."

**Project Entry:** a record created in TCHSC HMIS to document the starting point of a Client's enrollment in a project (distinct from "entry" used in the context of "data entry").

**Project Type:** Project *Type* associates each project entering data into an HMIS with the specific type of lodging or services provided. A project's type directly impacts data collection and reporting requirements. Some examples of Project Types are Emergency Shelter, Homelessness Prevention, Permanent Supportive Housing, Services Only, Street Outreach, and Transitional Housing.

**Provider:** Provider can refer to both the organization administering a project and the project itself. Providers can be an administrative entity, an entire CoC, an Agency, or an Agency's Project, just to name a few. Within the software utilized by TCHSC HMIS (ClientTrack), all Partner Agencies and their projects are recorded as *Provider profiles*. Provider profiles are created in ClientTrack to subset data, streamline reporting, or account for individual grants. Provider configurations are critical to data quality, funding requirements, and user experience with data entry. Provider configurations include the visibility settings of a project, customized for the management of Client data.

**Visibility:** The extent to which data is shared in the System. It can be applied more generally, at the Agency or Project level, or specifically, to a particular Client record. The visibility of data elements is set up for each project in TCHSC HMIS based on the reporting requirements of the Federal Partner program funding the project.

---

## Appendix B, Approved Forms

All approved forms are listed on the TCHSC HMIS website and are linked in this document in each Appendix B header. The images of documents listed here are for reference and do not supplement the documents posted on-line, Agencies should download on-line forms for use.

**MODEL BUSINESS ASSOCIATE  
AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of by and between \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the (“Covered Entity”) and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ (“Business Associate”, in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

**BACKGROUND**

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. **"Affiliate"** means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
- B. **"Breach"** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- C. **"Breach Notification Rule"** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- D. **"Data Aggregation"** means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- E. **"Designated Record Set"** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
- F. **"De-Identify"** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
- G. **"Electronic PHI"** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- H. **"Health Care Operations"** has the meaning given to that term in 45 CFR §164.501.
- I. **"HHS"** means the U.S. Department of Health and Human Services.
- J. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- K. **"Individual"** has the same meaning given to that term in 45 CFR

§§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

**2. Use and Disclosure of PHI.**

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

d. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
- A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
- B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
10. **Amendment of PHI.**
- A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures.**

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.



13. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination.**

A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. **Effect of BAA.**

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices.** All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

Attn:  
T:  
E:

B. If to Business

Associate, to:

Attn:  
T:  
E:

19. **Amendments and Waiver**. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance**. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30-days' prior written notice to the other Party.

*[The remainder of this page intentionally left blank; signatures on the following page]*

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## HMIS – Partner Agency Agreement

The TCHSC – Homeless Management Information System, operated by Treasure Coast Homeless Services Council, is an information system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information which communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are unhoused, funders and the community through improved knowledge about people who are unhoused, their services and service needs and a more effective and efficient service delivery system.

\_\_\_\_\_, ("Agency") has elected to participate in TCHSC HMIS.

Agency and TCHSC HMIS agree as follows:

### 1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
  - (i) "Client" refers to a consumer of services;
  - (ii) "Partner Agency" refers generally to any Agency participating in TCHSC HMIS.
  - (iii) "Agency staff" refers to both paid employees and volunteers.
  - (iv) "HMIS" refers to the TCHSC HMIS system operated by Treasure Coast Homeless Services Council.
  - (v) "Enter(ing)" or "entry" refers to the entry of any Client information into TCHSC HMIS.
  - (vi) "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in TCHSC HMIS with another Partner Agency.
  - (vii) "TCHSC HMIS Advisory Committee" refers to TCHSC HMIS advisory body. The Advisory Committee is comprised of representatives from the greater TCHSC community. The Advisory Committee serves in a consultative and counseling capacity to Treasure Coast Homeless Services Council as the HMIS Lead. A list of the current members of the HMIS Advisory Committee is available on the TCHSC web page (tchelpspot.org).
  - (viii) "Identified Data" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
  - (ix) "Deidentified Data" refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as "non-identifying" information.
- b. Agency understands that when it enters information into HMIS, such information will be available to the TCHSC staff who may review the data to administer HMIS; to conduct analysis; and to prepare reports which may be submitted to others in de-identified form **without** individual identifying Client information.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

- c. Agency understands that Identifying Information entered into the HMIS may also be viewed by other agencies that participate in the HMIS that are serving with appropriate authorization, have executed a TCHSC HMIS End User Agreement, and have agreed to be bound by the TCHSC HMIS Privacy Policy and HMIS Policies and Procedures. Agency may use and disclose HMIS Identifying Information only in accordance with the above documents.

## 2. Confidentiality:

- a. Agency will not
  - (i) enter information into HMIS which it is not authorized to enter; and
  - (ii) will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations, or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.
- b. Agency represents that: (*check applicable items*)
  - (i) it is \_\_\_\_\_; is not \_\_\_\_\_ a “covered entity” whose disclosures are restricted under HIPAA (45 CFR 160 and 164);
  - (ii) it is \_\_\_\_\_; is not a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
  - (iii) If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.
  - (iv) If Agency is subject to any laws or requirements which restrict Agency’s ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
- c. To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform TCHSC in writing of such restrictions.

3. **Display of Notice:** Pursuant to the notice published by the Department of Housing and Urban Development (“HUD”) on July 23, 2003, Agency will prominently display a HMIS Privacy Notice (“Notice”) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **HMIS Privacy Policy**, except that (a) where an Agency’s treatment of information is materially limited by other applicable laws or requirements, the Agency’s Notice must reflect the more stringent requirements, and (b) Agency will update its Notice whenever the TCHSC HMIS updates and distributes a new form of Notice to Clients of **Uses & Disclosures**. Agency will provide a written copy of the Agency’s Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Consent form. Agency will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## 4. Information Sharing/Consent:

- a. Designation for Sharing:** Prior to designating any information for sharing, Agency will provide the Client with a copy of the TCHSC **Notice of Use and Disclosures** ("Notice"). The current form of the Notice is available on the TCHSC web page ([www.tchelpspot.org](http://www.tchelpspot.org)) and is incorporated into this Agreement and may be modified from time to time by TCHSC HMIS. Following an explanation of the data use, the Agency will obtain the informed consent of the Client by having the Client sign the TCHSC HMIS **Release of Information** form.

If a Client does not sign the release form as described above, information may not be shared with other Partner Agencies. It is the responsibility of Agency entering information about a Client to determine whether consent has been obtained; to make appropriate entries in HMIS to either designate the information as appropriate for sharing or prohibit information sharing; to implement any restrictions on information sharing; and to implement any revocation of consent to information sharing.

- b. Consent Requirements:** All consent must be in the form of the informed written consent of Client. At a minimum, Agency must meet the following standards:
- (i) In obtaining Client consent, Agency will provide a copy of the TCHSC HMIS **Notice of Use and Disclosures** to Client for signature along with a verbal explanation of the Notice and the terms of consent. Agency will arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Consent form or the Agency's Notice.
  - (ii) Agency will use the **Release of Information** form ("Release"), for all Clients where written consent is required. A separate Consent form will be obtained and signed for each member of a household that is receiving services. The current form of the *Release of Information* is available on the TCHSC HMIS web page ([www.tchelpspot.org](http://www.tchelpspot.org)). **Release of Information** is incorporated into this Agreement and may be modified from time to time by TCHSC HMIS.
  - (iii) Agency will note any limitations or restrictions on information sharing on a Client's **Release of Information** form with appropriate data entries into HMIS. If questions arise (for example questions on how to implement restrictions on information sharing), Agency will notify TCHSC HMIS staff in writing before authorizing the sharing of any information.
  - (iv) If a Client withdraws or revokes consent for release of information, Agency is responsible for immediately making appropriate data entries in HMIS to ensure that Client's information will not be shared with other Partner Agencies.
  - (v) Agency will keep all copies of the **Release of Information** and **Notice of Uses and Disclosures** forms signed by Clients for a period of seven years. Such forms will be available for inspection and copying by TCHSC HMIS staff at any time.
  - (vi) If this information is being gathered for the collection and maintenance of a research database and data repository. The consent obtained is in effect until the client revokes the consent or until the research project is ended.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

**5. No Conditioning of Services:** Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to sign a **Release of Information** form for the sharing of identified information or refusal to allow entry of identified information into HMIS.

**6. Re-release Prohibited:** Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

**7. Client Inspection/Correction:** Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections will be made by way of a new entry which is in addition to but is not a replacement for an older entry.

**8. Security:** Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Agencies will follow the **TCHSC Security Policy** which is on the TCHSC web page ([www.tchelpspot.org](http://www.tchelpspot.org)) and is incorporated into this agreement and may be modified from time to time. Among the steps Agency will take to maintain security and confidentiality are:

- a. **Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments. Agency will immediately notify TCHSC HMIS when a staff member who has access to HMIS is terminated or resigns.
- b. **User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign an **End User Agreement** ("User Policy"), which is found on the TCHSC HMIS web page ([www.tchelpspot.org](http://www.tchelpspot.org)) and is incorporated into this agreement and may be amended from time to time by TCHSC HMIS. Agency will comply with and enforce the User Policy and will inform TCHSC HMIS immediately in writing of any breaches of the User Policy.
- c. **Computers:** Security for data maintained in TCHSC HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-02; see <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS. Agency will allow access to HMIS only from computers which are:
  - (i) owned by Agency; or
  - (ii) approved by Agency for the purpose of accessing and working with HMIS; and
  - (iii) protected from viruses by commercially available virus protection software,
  - (iv) protected with a software or hardware firewall,
  - (v) maintained to ensure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes,

*Connect Collaborate Cultivate*



# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

- (vi) accessed through web browsers with 128-bit encryption (e.g., Google Chrome Version 114.0.5735.134 ). Some browsers have the capacity to remember passwords so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to TCHSC HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system,
  - (vii) staffed at all times when in public areas. When computers are not in use and staff are not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely,
- d. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the application requires that the default password be changed on first use. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and/or TCHSC HMIS.

- e. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by TCHSC HMIS staff. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by TCHSC HMIS staff. TCHSC HMIS staff will be reasonably available during TCHSC HMIS defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- f. **Hard Copies:** Agency must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS, including, but not limited to data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS that contains such information must always be supervised when it is in a public area. If Agency staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other means equivalent with HUD requirements. Written information specifically pertaining to End User access must not be stored or displayed in any publicly accessible location.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

- g. **Records:** Agency and TCHSC HMIS will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of seven years after such disclosure. On written request of a Client, Agency and TCHSC HMIS will provide an accounting of all disclosures not exceeding the prior seven-year period. TCHSC HMIS will have access to an audit trail from HMIS to produce an accounting of disclosures made from one Agency to another by way of sharing information from HMIS.

## 9. Information Entry Standards:

- a. Prior to the entry of identifying data, signed **Release of Information and Notice of Uses and Disclosures** forms will be completed by the Client.
- b. Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.
- c. Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- d. Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- e. Agency will make all effort to enter information into the HMIS database in real-time, where real-time data entry is a challenge, information must be entered into the HMIS database within 24 hours of data collection.
- f. Agency will not alter or overwrite information entered by another Agency.

## 10. Use of TCHSC HMIS:

- a. Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other TCHSC HMIS participating agencies.
- b. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- c. Agency and TCHSC HMIS will report only non-identifying information in response to requests for information from HMIS, and in conducting any research that relies on information from HMIS.
- d. Agency will use HMIS database or its legitimate business purposes only.
- e. Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.
- f. Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct illegal activity.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

- g. Agency will not use the HMIS to aggregate data to compare the performance of other participating Agencies, without the express written consent of TCHSC and each of the Participating Agencies being compared.

## 11. Proprietary Rights of the TCHSC HMIS:

- a. Agency or HMIS staff shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual.
- b. Agency or HMIS staff shall not assign passwords or access codes to any other person not directly connected to or working for the Agency
- c. Agency shall be solely responsible for all acts and omissions of its End Users, and all other individuals who access the HMIS either through the Agency or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Agency or any of the Agency's Authorized End Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Agency. Each Agency shall certify:
  - (i) that its End Users have received training regarding the confidentiality of HMIS information under all applicable federal, state and local laws and agree to protect the information in compliance with such laws and this Agreement;
  - (ii) That its End Users shall only access the HMIS for purposes approved by the Agency and that are consistent with the Agreement;
  - (iii) That its End Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual or entity. Agency shall ensure that all End Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
  - (iv) That its End Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the Agency; and
  - (v) That it has restricted access to the HMIS only to the End Users that the Agency has identified pursuant to this Section.
- d. Agency shall inform the appropriate HMIS staff member at the HMIS Lead Agency via email to terminate the rights of an End User immediately upon the End User's termination or resignation from his or her position. The Agency is responsible for following up to verify that the End User is removed from the system. It shall be the responsibility of the Agency to routinely ensure that End Usernames and passwords are current and to immediately notify HMIS staff if End Usernames and passwords are not current.
- e. Agency shall be diligent not to cause in any manner or way, corruption of the HMIS, and Agency agrees to be responsible for any damage it may cause.

**12. HMIS Advisory Committee:** TCHSC HMIS will consult with the Advisory Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the HMIS Advisory Committee, which will try to reach a voluntary resolution of the complaint.

**13. 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 of participation in the HMIS system.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

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 except for the acts and omissions of their own employees, volunteers, agents, or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights to any third party.

**14. Limitation of Liability.** Treasure Coast Homeless Services Council and TCHSC HMIS shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

**15. Disclaimer of Warranties.** TCHSC HMIS makes no warranties, express or implied, including the warranties or merchandise ability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS system to any other matter.

**16. Additional Terms and Conditions:**

- a. Agency will abide by such guidelines as are promulgated by HUD and/or TCHSC HMIS from time to time regarding administration of the HMIS.
- b. Agency and TCHSC HMIS intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and TCHSC HMIS agree to modify the terms of this agreement so as to comply with applicable law.
- c. Neither TCHSC HMIS nor Agency will transfer or assign any rights or obligations regarding TCHSC HMIS without the written consent of either party.
- d. Agency agrees to indemnify and hold TCHSC HMIS, its agents and staffs, and Treasure Coast Homeless Services Council harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.
- e. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the TCHSC HMIS Security Policy by Agency.
- f. If this Agreement is terminated, Agency will no longer have access to HMIS. TCHSC HMIS and the remaining Partner Agencies will maintain their right to use all the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.
- g. Agency will be provided with reasonable time to access and save client data on those served by the agency.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

Signed,

---

Signature of Executive Director

Date

---

Printed Name of Executive Director

Date

---

Agency Name

---

Street Address

City

State

Zip

---

Mailing Address (leave blank if same as above)

City

State

Zip

---

Phone

e-mail

---

Signature of Treasure Coast Homeless Services Council Director

Date

*Connect Collaborate Cultivate*

772-213-9040 | office@tchelpspot.org | www.tchelpspot.org  
2525 St. Lucie Ave, Vero Beach, FL 34960

# Treasure Coast Homeless Services Council

## HMIS Program and Inventory Setup Request Form

All federally funded homeless programs are required to be set up in HMIS, and all except victim service providers are required to enter client-level data in their CoC's HMIS implementation. The HMIS Data Standards require that program setup data be confirmed at least annually for accuracy.

Each year the U.S. Department of Housing and Urban Development (HUD) requires Continuums of Care to submit a comprehensive Housing Inventory Chart of all homeless beds in their geographic area. Beds and units are categorized based on location, type of program, population(s) served and participation rate in the utilization of the Homeless Management Information System (HMIS). The Housing Inventory Count (HIC) is an important tool used by HUD to score the CoC area's annual application for homeless funding.

### Agency Information

Date:     /    /    

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

### Program Details

Program Name: \_\_\_\_\_

Program Description:

Operating Start Date:     /    /    

Operating End Date:     /    /    

Address: \_\_\_\_\_  
*(if different from agency)* *Street Address* *Apartment/Unit #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Primary Contact: \_\_\_\_\_  
*First* *Last* *Job Title*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Program Type (check one):**

<input type="checkbox"/> Day Shelter	<input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Entry Exit <input type="checkbox"/> Night-by-Night	<input type="checkbox"/> Temporary Emergency Shelter (ESG-CV) <input type="checkbox"/> Entry Exit <input type="checkbox"/> Night-by-Night
<input type="checkbox"/> Homelessness Prevention	<input type="checkbox"/> PH – Permanent Supportive Housing (disability required)	<input type="checkbox"/> PH – Rapid Re-Housing
<input type="checkbox"/> PH – Housing with Services (no disability required)	<input type="checkbox"/> PH – Housing Only	<input type="checkbox"/> Safe Haven
<input type="checkbox"/> Services Only	<input type="checkbox"/> Street Outreach	<input type="checkbox"/> Transitional Housing
<input type="checkbox"/> Other (Please Explain):		

**Funding Type: (Choose One)**

<input type="checkbox"/> HUD:CoC – Permanent Supportive Housing	<input type="checkbox"/> HUD:CoC – Rapid Re-Housing	<input type="checkbox"/> HUD:CoC – Supportive Services Only
<input type="checkbox"/> HUD:CoC – Transitional Housing	<input type="checkbox"/> HUD:CoC – Safe Haven	<input type="checkbox"/> HUD:ESG – CV (CARES Act)
<input type="checkbox"/> HUD:ESG – Emergency Shelter (operating and/or essential services)	<input type="checkbox"/> HUD:ESG – Homelessness Prevention	<input type="checkbox"/> HUD:ESG – Rapid Rehousing
<input type="checkbox"/> HUD:ESG – Street Outreach	<input type="checkbox"/> HUD:HUD/VASH	<input type="checkbox"/> HHS:PATH – Street Outreach & Supportive Services Only
<input type="checkbox"/> HHS:RHY – Basic Center Program (prevention and shelter)	<input type="checkbox"/> HHS:RHY – Maternity Group Home for Pregnant and Parenting Youth	<input type="checkbox"/> HHS:RHY – Transitional Living Program
<input type="checkbox"/> HHS:RHY – Street Outreach Project	<input type="checkbox"/> HHS:RHY – Demonstration Project	<input type="checkbox"/> VA: CRS Contract Residential Services
<input type="checkbox"/> VA:Grant Per Diem – Bridge Housing	<input type="checkbox"/> VA:Grant Per Diem – Low Demand	<input type="checkbox"/> VA:Grant Per Diem – Hospital to Housing
<input type="checkbox"/> VA:Grant Per Diem – Clinical Treatment	<input type="checkbox"/> VA:Grant Per Diem – Service Intensive Transitional Housing	<input type="checkbox"/> VA:Grant Per Diem – Transition in Place
<input type="checkbox"/> VA:Community Contract Safe Haven Program	<input type="checkbox"/> VA:Compensated Work Therapy Transitional Residence	<input type="checkbox"/> VA:Supportive Services for Veteran Families
<input type="checkbox"/> Other (Please Explain):		

### Funding Source Specifics

**Fund Name:** \_\_\_\_\_  
**Grant ID / Grant #:** \_\_\_\_\_  
**Grant Amount:** \_\_\_\_\_  
**Sub-grantee:** \_\_\_\_\_ **Sub-granted Amount:** \_\_\_\_\_  
**Sub-grantee:** \_\_\_\_\_ **Sub-granted Amount:** \_\_\_\_\_  
**Grant Start Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Grant End Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**Funding Source Contact Name:** \_\_\_\_\_  
**Funding Contact Email:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

### Additional Program Details

**Project Site Type:**

<input type="checkbox"/> Non-residential: services only	<input type="checkbox"/> Residential: special needs and non-special needs	<input type="checkbox"/> Residential: special needs only
---	---	--

**Target Population:** (Check one if applicable)

<input type="checkbox"/> Domestic Violence Victims	<input type="checkbox"/> Persons with HIV/AIDS	<input type="checkbox"/> Not Applicable
--	--	---

**Are you a Victim Service Provider?**    Yes    No

**If Housing Project, Housing Type:**

<input type="checkbox"/> Site-based – Single Site	<input type="checkbox"/> Site-based – Clustered / Multiple Sites	<input type="checkbox"/> Tenant-based – Scattered Site
---	--	--

### Bed and Unit Inventory (Residential Programs Only)

*This section is only required for Residential Programs. If you are submitting the Program Setup Request Form for a Residential Program, your HMIS Lead Agency will reach out to you for additional information.*



## Optional Program Features

Would you like to track services provided to clients for this project?  Yes  No

If Yes, your HMIS Lead agency will contact you for the list of services

Are you interested in enabling Auto Exits for clients in your project (Shelters and Outreach projects)?  Yes  No

If Yes, your HMIS Lead agency will contact you for next steps

## Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.*

Signature: \_\_\_\_\_

Date:

**Please return completed form your HMIS Lead Agency**

## HMIS END USER AGREEMENT

Agency Name (please print):

---

End User Name (please print):

---

HMIS End Users will comply, to the best of their ability, with both the policies and procedures of their organization and those of the TCHSC HMIS. As guardians of personal data, TCHSC HMIS users have a moral and legal obligation to ensure that the data they collect is being collected, accessed, and used appropriately. It is also the responsibility of each user to ensure that client data is only to assist clients in our community to resolve their housing crisis. Proper user training, adherence to the HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

Important points regarding client confidentiality include:

- A client consent form (release of information) must be signed by each adult client whose data is to be entered and shared through HMIS.
- Client consent may be revoked by the client at any time through written notice.
- No client may be denied services for failure to provide consent for HMIS data collection.
- With the exception of case notes, clients have a right to inspect, copy and request changes in their HMIS records.
- HMIS Users will maintain HMIS data in such a way to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities.
- End users will not share their HMIS passwords with anyone.
- Any HMIS User found to be in violation of the HMIS Policies and Procedures or the points of client confidentiality in this User Agreement may be denied access to the HMIS system.

By signing this agreement, you are affirming the following:

- I have received training to show me how to utilize the HMIS system.
- I have read and will abide by all policies and procedures of the HMIS Policies and Procedures Manual.
- I will maintain the confidentiality of client data in the HMIS as outlined about and in the HMIS Policies and Procedures Manual. I will not share my password with anyone.
- I will only collect, enter, and extract data in the HMIS relevant to the delivery of services to individuals who are unhoused, at risk of becoming unhoused, and formerly unhoused experiencing a crisis in our community.

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

End User Job Title: \_\_\_\_\_

End User Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

End User Office Phone (and extension): \_\_\_\_\_

User and Agency have entered into this End User Agreement. The parties have read and understood the foregoing terms of the Agreement and do hereby agree to the terms thereof.

\_\_\_\_\_

User Signature

\_\_\_\_\_

Date

I authorize this User to have access to the TCHSC HMIS for this Agency.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

*Connect Collaborate Cultivate*

772-213-9040 | office@tchelpspot.org | www.tchelpspot.org  
2525 St. Lucie Ave, Vero Beach, FL 34960

## TCHSC HMIS Release of Information

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS OR DESIRE ANY FURTHER INFORMATION REGARDING THIS FORM, PLEASE CONTACT TCHSC HMIS LEAD AGENCY 727-213-9040.

To best serve your needs, to develop meaningful treatment plans, to determine your continuing eligibility for services, to monitor your progress with the agreed terms of your shelter, housing, or other services. Agency and the Continuum of Care need to exchange, share, and/or release data, information or records they may collect about you.

The information contained in your case records with any Agency is considered confidential and privileged and cannot be exchanged, shared, or released without your express and informed written consent, except where otherwise authorized by law. Please understand that access to shelter, housing and services is available without your consent for the release of the information. However, your consent, although optional, is a critical component of our community's ability to provide the most effective services and housing possible. Every household adult (18+) must have their own signed Release of Information.

I understand that:

- This Agency may not condition the provision of services provided to me based on my signing this consent/authorization (this Agency may not refuse to serve me simply because I do not want my information shared with other agencies), however, I understand that signing this consent does not guarantee services.
- If I give permission, the TCHSC HMIS allows information about me to be shared with other TCHSC HMIS Partner Agencies. This may include, but is not limited to, my photograph, my basic identifying information (name, social security number, date of birth, gender, race/ethnicity, marital and family status, household relationships, contact information, veteran status, disability status), history of homelessness and housing, income information and non-cash benefits, legal history/information, self-reported medical history including mental health and substance abuse issues, type of health insurance, service needs and outcomes and emergency contact information. The purpose of sharing information this way is to help the agencies that I seek services from obtain information about me more quickly, assist with my case management, and to help connect me with the services I need.
- Unless I place restrictions, in writing, on the agencies that may see information about me, all TCHSC HMIS Partner Agencies will be able to see the information that this Agency puts into the TCHSC HMIS. Agencies that join the TCHSC HMIS after I sign this consent/authorization also will have access to the personal information that I authorize for data sharing. Upon my request, this Agency must show me a list of the agencies participating in the TCHSC HMIS.
- I understand that I have the right to inspect, copy, and request all records maintained by this Agency relating to the provision of services provided by this Agency to me and to receive a copy of this form. I understand that my records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise authorized by law.
- This form specifically authorizes the use of information about me in research conducted using information maintained in the TCHSC HMIS. I will not be personally identified by name, social security number, or any other unique characteristic in published research reports. The type of research that will be conducted using this information includes reports on the number and characteristics of people using different types of services, the effectiveness of services, and changes in patterns over time.
- I understand that this release will remain in effect for 7 years from the date it is signed, and that consent can be revoked by me at any time in writing by delivering a dated and signed written request to this Agency.

**I have read this document, or it was read and/or explained to me, and I fully understand and agree with the terms of this document.**

\_\_\_\_\_  
PRINT CLIENT NAME

\_\_\_\_\_  
SIGNATURE OF CLIENT (GUARDIAN)      DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
DATE

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## TCHSC HMIS Notice of Uses & Disclosures

### What is the TCHSC HMIS?

When you request services from this Agency we enter information about you and the members of your family receiving services with you into the computer system called Homeless Management Information System (HMIS). The HMIS is used by many social services agencies in the Treasure Coast Homeless Services Council Continuum of Care covering Indian River, St. Lucie and Martin Counties.

### Why is information about you collected?

- To help us better understand the people we serve and their needs.
- To better assess the community's services currently available and assist with identifying unmet needs for future service planning.
- To reduce duplication of information and services.
- To monitor whether your needs and the needs of others in our community are being met.
- To decrease the time you spend trying to get services that you need.
- To improve the quality of care and service for unhoused individuals and families.

### How can information about you be used\* or disclosed without your specific written consent?

Unless restricted by other local, state, or federal laws, the information can be used by, or disclosed to the following without your specific written consent:

- As required by law.
- To authorized people who work in the Agency for purposes related to providing services to you and your family, or billing or funding purposes.
- To auditors or others who review the work of this Agency or need to review the information to provide services to this Agency;
- To the Treasure Coast Homeless Services Council HMIS Team who run the software system to maintain data, they may see your data in the process of fixing problems or system testing.
- To government or social services agencies authorized to receive reports of abuse, neglect, or domestic violence, to the extent that such reports are required by law.
- To public health facilities where information is used to prevent or lessen a serious and imminent threat to public health and safety.
- This form specifically authorizes the use of your information in research conducted using information maintained in TCHSC HMIS. You will not be personally identified by name, social security number or any other unique characteristic in published research reports. The type of research that will be conducted using this information includes reports on the numbers and characteristics of people using different types of services, the effectiveness of services, and changes in patterns over time.

\*Other uses and disclosures of your information will be made only with your written consent. You may revoke your consent at any time in writing. (The revocation will not be effective to the extent that an entity disclosing or using the information has already acted in reliance upon it – for example, we cannot “take back” information about you that has already been used to provide services to you.)

### How can your information be used if you allow sharing of your data on the Release of Information form?

If you sign the Release of Information form your information will be shared with other agencies that use the HMIS with restrictions which you specifically indicate on the consent form. Sharing your information will help other agencies obtain information about you more quickly, helping with case management and improving their services to you. If you do not want some of your information shared you should say so on the Release of Information form.

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## **What rights do you have regarding your information?**

You have a right to receive a list of people who have viewed your protected personal data as maintained in the HMIS for the seven years prior to the date you request this information. The exception is that you do not have a right to a list of disclosures for national security or intelligence purposes, or to correctional institutions or law enforcement officials, or if required by law, or requested for certain health oversight purposes.

You can exercise your rights as listed above by making a written request to this Agency.

If you believe that your privacy rights have been violated you may submit a written complaint to the Agency, or submit a written complaint to:

HMIS Grievance  
Treasure Coast Homeless Services Council  
2525 St. Lucie Ave  
Vero Beach, FL 32960

The Treasure Coast Homeless Services Council HMIS Team will attempt to resolve your complaint. Should further review be required your complaint will be escalated to the HMIS Advisory Committee.

This Agency and the Treasure Coast Homeless Services Council are prohibited from retaliating against you for filing a complaint. This Agency and Treasure Coast Homeless Services Council are required by law to maintain the privacy of your protected personal information and to provide you with this Notice. The Agency and Treasure Coast Homeless Services Council are further required to abide by the terms of the Notice that is currently in effect, but the Notice may be updated periodically. The revised Notice will always be posted at this Agency and a copy may be obtained by contacting this Agency.

**Please note that this Notice relates only to the information entered into the HMIS and that the Agency cannot provide specific legal advice to you regarding your rights.**

This Notice is effective on and after July 01, 2023.

**I acknowledge that I have received a copy of the Notice of Uses & Disclosures for TCHSC HMIS.**

\_\_\_\_\_  
SIGNATURE OF CLIENT OR GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENCY WITNESS

\_\_\_\_\_  
DATE

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## TCHSC HMIS Privacy Policy

This notice describes the privacy policy of the Treasure Coast Homeless Services Council Homeless Management Information System (TCHSC HMIS). TCHSC HMIS is administered by the HMIS Lead Agency, Treasure Coast Homeless Services Council (TCHSC). TCHSC administers TCHSC HMIS on behalf of the regional homeless services planning body (referred to as "Continuum of Care" or "CoC"). TCHSC may amend this TCHSC HMIS Privacy Policy at any time, and will maintain a record of any changes made, as well as post new versions on the TCHSC HMIS website located at [www.tchelpspot.org](http://www.tchelpspot.org).

This notice applies to the personal information of individuals whose personal data is collected in written form, verbally, and/or maintained in hard copy or in electronic formats in the TCHSC HMIS.

In relation to this personal information, users entering data in the TCHSC HMIS:

- Collect personal client information only when appropriate or required by entities providing funding for homeless services ("the Funder or Funders");
- May use or disclose information in order to facilitate service delivery;
- May also use or disclose information to comply with legal requirements or other obligations as described in the notice;
- Will only disclose personal information as allowed as stated within the notice; and
- Assume that, unless stated otherwise, persons applying for or receiving services from one of the TCHSC HMIS Participating Agencies agree to allow users of the TCHSC HMIS to collect, use, or disclose information as described in this notice.

Each person providing personal information may:

- Inspect his/her personal information that is maintained in the TCHSC HMIS, with the exception of case notes;
- Ask the agency entering data for the TCHSC HMIS to correct inaccurate or incomplete information within the record;
- Ask about the TCHSC HMIS' privacy policy or practices;
- File a grievance regarding TCHSC HMIS' privacy policies and practices. TCHSC will respond to questions and complaints;
- Request a copy of this full notice for more details.

### A. What this notice covers

1. This notice describes the privacy policy and practices of the TCHSC HMIS, administered by TCHSC, which is the lead agency for the TCHSC HMIS. TCHSC main office is located at 2525 St. Lucie Ave., Vero Beach, FL. TCHSC's phone number for purposes of TCHSC HMIS is (772) 213-9040. Information about TCHSC HMIS is on TCHSC's web site, which is located at [www.tchelpspot.org](http://www.tchelpspot.org).
2. The policy and practices in this notice cover the processing of protected personal client information by users of the TCHSC HMIS within The Collaborative. This notice covers all personal information policies set forth by TCHSC in its role as a program administrator of the TCHSC HMIS. TCHSC HMIS Participating Agencies may have additional privacy policies on information entered and accessed by users.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

3. Protected Personal information (PPI) is any information TCHSC HMIS maintains about a client that:
  - Allows identification of an individual directly or indirectly; **and**
  - Can be manipulated by a reasonably foreseeable method to identify a specific individual; **Or**
  - Can be linked with other available information to identify a specific client.

When this notice refers to personal information, it means PPI.

4. TCHSC and each HMIS Participating Agency have adopted this policy in accordance with the Homeless Management Information Systems Data and Technical Standards and subsequent HMIS notices issued by the U.S. Department of Housing and Urban Development (HUD) and their federal partners through the U.S. Interagency Council on Homelessness (USICH). DCA's policies and practices are consistent with those standards and with industry standard best practices. DCA's policies are also consistent with requirements outlined in other applicable state and local laws.
5. This notice informs clients, staff, contractors, TCHSC HMIS Participating Agency users, Funders and others how personal information is processed by the TCHSC HMIS.
6. TCHSC may amend this notice and change the policy or practices at any time. Amendments may affect personal information that TCHSC or the TCHSC HMIS Participating Agencies obtained before the effective date of the amendment. Any changes to this privacy policy will be posted as a notice at [www.tchelpspot.org](http://www.tchelpspot.org).
7. TCHSC HMIS Participating Agencies will provide a written copy of this notice to any individual or organization that requests one. TCHSC also maintains a copy of this notice on its website located at [www.tchelpspot.org](http://www.tchelpspot.org).

## **B. How and Why We Collect Personal Information**

1. TCHSC (including TCHSC's contractors) and the TCHSC HMIS Participating Agencies may collect and/or maintain personal information for some or all the following purposes:
  - To provide or coordinate services to clients;
  - To locate other programs that may be able to assist clients;
  - For functions related to payment or reimbursement from others for services provided by TCHSC, TCHSC's contractors or TCHSC HMIS Participating Agencies;
  - To carry out administrative functions, including legal, audit, personnel, oversight, contract monitoring, program evaluation, and other management functions;
  - To comply with government and Funder reporting obligations;
  - For research, data analysis, and community reporting purposes, including reporting to the TCHSC HMIS Advisory Committee to inform policy decisions; and
  - When required by law.

*Connect Collaborate Cultivate*



# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

2. TCHSC (including TCHSC's contractors) and the TCHSC HMIS Participating Agencies use only lawful and fair means to collect and/or maintain personal information.
3. By seeking assistance at one of the TCHSC HMIS Participating Agencies and providing personal information, it is assumed that a person consents to the collection of information as described in this notice and that the collected information may be entered into the TCHSC HMIS.
4. TCHSC (including TCHSC's contractors) and the TCHSC HMIS Participating Agencies may also obtain information about those seeking services from:
  - Other individuals who are accompanying the person seeking services, such as a guardian, caretaker, or advocate;
  - Referring organizations and/or service providers;
  - TCHSC's contractors and/or TCHSC HMIS Participating Agency users that are providing services.
5. TCHSC HMIS Participating Agencies are required to post a sign at their intake desks or offices explaining the reasons personal information is requested. TCHSC HMIS Participating Agencies may have additional policies not required by TCHSC that they must follow, but at a minimum, they must adhere to this Notice. While TCHSC HMIS Participating Agencies are required to adopt their own privacy policies and postings for data collection unrelated to TCHSC HMIS, TCHSC provides a posting template to TCHSC HMIS Participating Agencies which reads:

## **TCHSC - HMIS Privacy Notice**

*The U.S. Department of Housing and Urban Development (HUD) and other federal and state partners require that each jurisdiction that receives homeless funding have a Homeless Management Information System (HMIS) in place. Therefore, this Agency is required to participate in the Treasure Coast Homeless Services Council - Homeless Management Information System (TCHSC HMIS), a computerized system that collects and stores basic information about the persons who receive services from this Agency. The goal of the TCHSC HMIS is to assist us in determining your needs and to provide a record for evaluating the services we are providing to you.*

*We only collect information that is needed to provide you services, or that we consider relevant to helping us understand the scope and dimensions of homelessness to design effective service delivery. Information may be disclosed as required by funders or by law, or for specific administrative or research purposes outlined in our privacy policy. By requesting and accepting services from this project, you are giving consent for us to enter and share your personal information into the TCHSC HMIS.*

*The collection and use of all personal information is guided by strict standards of confidentiality as outlined in our privacy policy. A copy of our agency's Privacy Policy and a copy of the TCHSC HMIS Privacy Policy is available upon request for your review.*

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

## C. Usage and Disclosure of Personal Information

1. **TCHSC and the TCHSC HMIS Participating Agencies** may use or disclose personal information for the following purposes:
  - a) To provide or coordinate services for individuals to help them end their homelessness. TCHSC HMIS users may share portions of client records with TCHSC HMIS Participating Agencies that, at a minimum, must adhere to this notice and may have additional privacy policies and that may allow different uses and disclosures of the information;
  - b) For functions related to payment or reimbursement for services;
  - c) To carry out administrative functions, such as legal, audit, personnel, oversight, contract monitoring, program evaluation, and other management functions;
  - d) When required by law to the extent that use, or disclosure complies with and is limited to the requirements of the law.
  - e) To avert a serious threat to health or safety if:
    - It is believed in good faith that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public, and
    - The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.
  - f) To report about an individual that TCHSC or a TCHSC HMIS Participating Agency reasonably believes 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 under any of the following 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
    - TCHSC or a TCHSC HMIS Participating Agency believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or
    - if the individual is unable to agree because of incapacity, then a law enforcement or other public official authorized to receive the report must represent that the PPI for which disclosure is sought is not intended to be used against the individual, and must represent 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; and
    - when TCHSC or a TCHSC HMIS Participating Agency makes a permitted disclosure about a victim of abuse, neglect or domestic violence, TCHSC or the TCHSC HMIS Participating Agency will promptly inform the individual who is the victim that a disclosure has been or will be made, except if:
      - i. in the exercise of professional judgment TCHSC or the TCHSC HMIS Participating Agency believes informing the individual would place the individual at risk of serious harm, or

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

- ii. TCHSC or the TCHSC HMIS Participating Agency would be informing a personal representative (such as a family member or friend) and reasonably believe the personal representative is responsible for the abuse, neglect or other injury; such that informing the personal representative would not be in the best interests of the individual as TCHSC determines in the exercise of professional judgment.
- g) To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct) under the following circumstances:
- In response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena;
  - If the law enforcement official makes a written request for PPI that:
    - i. is signed by a supervisory official of the law enforcement agency seeking the PPI;
    - ii. states that the information is relevant and material to a legitimate law enforcement investigation;
    - iii. identifies the PPI sought;
    - iv. is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and
    - v. 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 PPI constitutes evidence of criminal conduct that occurred on the premises of TCHSC or the premises of a TCHSC HMIS Participating Agency;
  - In response to a written request as described above for the purpose of identifying or locating a suspect, fugitive, material witness or missing person and the PPI 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 PPI 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 if the information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which it is sought.
- h) To comply with government reporting obligations for homeless management information systems and for oversight of compliance with homeless management information system requirements.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

2. **TCHSC** may use or disclose personal information for activities set forth below and for activities; TCHSC determines to be compatible with such activities. TCHSC assumes that you consent to the use or disclosure of your personal information for such purposes.
  - a) To carry out maintenance and operation of TCHSC HMIS.
  - b) To create de-identified (anonymous) information that can be used for research and statistical purposes without identifying clients.
  - c) For academic research purposes, release of PPI will be allowed if research is:
    - Conducted by an individual or institution that has or enters into a formal relationship with TCHSC, if the research is conducted by either:
      - i. an individual employed by or affiliated with the organization for use in a research project conducted under a written research agreement approved in writing by TCHSC, (other than the individual conducting the research); or
      - ii. an institution for use in a research project conducted under a written research agreement approved in writing by TCHSC; and
    - The formal relationship is contained in a written research agreement that must:
      - i. establish rules and limitations for the processing and security of PPI in the course of the research;
      - ii. provide for the return or proper disposal of all PPI at the conclusion of the research;
      - iii. restrict additional use or disclosure of PPI, except where required by law;
      - iv. require that the recipient of data formally agree to comply with all terms and conditions of the agreement;
    - The written research agreement is not a substitute for approval (if appropriate) of a research project by an Institutional Review Board, Privacy Board, or other applicable human subjects protection institution
3. Before TCHSC or the TCHSC HMIS Participating Agencies make any use or disclosure of your personal information that is not described herein and above, we will seek your consent.

## D. How to Inspect and Correct Personal Information

1. Clients may inspect and have a copy of their PPI that is maintained in TCHSC HMIS, with the exception of case notes. TCHSC and/or the TCHSC HMIS Participating Agency, will respond to any such request made by a client within a reasonable time frame, usually 2-3 business days. TCHSC HMIS Participating Agency staff will offer to explain any information in the file. For data that is maintained by TCHSC as the administrator of TCHSC HMIS but was not entered by the TCHSC staff, TCHSC may require that the request for inspection be managed through the TCHSC HMIS Participating Agency that entered the information.
2. TCHSC and/or the TCHSC HMIS Participating Agency will consider requests for correction of inaccurate or incomplete personal information from clients. If TCHSC and/or the TCHSC HMIS Participating Agency agrees that the information is inaccurate or incomplete, the personal information may be deleted or supplemented with additional information.

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

3. To inspect, get a copy of, or ask for correction of personal information, a client can contact any TCHSC HMIS Participating Agency staff member at the TCHSC HMIS Participating Agency at which he or she received services. The appropriate TCHSC HMIS Participating Agency staff member will be located to assist with the review and/or correction of the file within a reasonable time period, usually 2-3 business days.
4. TCHSC and/or a TCHSC HMIS Participating Agency may deny a direct request for inspection or copying of personal information if:
  - the information was compiled in reasonable anticipation of litigation or comparable proceedings;
  - the information is about another individual;
  - the information was obtained under a promise of confidentiality and if the disclosure would reveal the source of the information; or
  - disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.
5. If a request for access or correction is denied, the organization that denies the request (TCHSC and/or the TCHSC HMIS Participating Agency) will explain the reason for the denial. TCHSC and/or the TCHSC HMIS Participating Agency will also include, as part of the personal information that is maintained, documentation of the request and the reason for the denial.
6. TCHSC and/or a TCHSC HMIS Participating Agency may reject repeated or harassing requests for access or correction.

## **E. Data Quality**

1. The CoC collects only personal information that is relevant to the purposes for which it plans to use it or as required for reporting to our Funders. To the extent necessary for those purposes, The CoC seeks to maintain only personal information that is accurate, complete, and timely.
2. TCHSC may implement a plan to dispose of personal information not in current use seven years after the information was created or last changed. As an alternative to disposal, TCHSC may choose to remove identifiers from the information so that the data can be maintained for analysis purposes.
3. TCHSC may keep information for a longer period if it chooses or if it is required to do so by statute, regulation, contract, or other requirement.

## **F. Complaints and Accountability**

1. TCHSC, on behalf of The CoC, accepts and considers questions or complaints about TCHSC HMIS' privacy and security policies and practices. To file a complaint or question, a person should do the following:
  - If the complaint is about one of the TCHSC HMIS Participating Agencies using TCHSC HMIS, the client should first follow the questions and/or grievance procedure of that organization. If the grievance cannot be resolved at the TCHSC HMIS

*Connect Collaborate Cultivate*

# TCHSC

Treasure Coast Homeless Services Council

*Connect Collaborate Cultivate*

Participating Agency level, the question/complaint should be addressed to TCHSC in writing or in person for resolution. TCHSC's main office is located at 2525 St. Lucie Ave., Vero Beach, FL 32960. TCHSC's phone number for purposes of TCHSC HMIS is (772) 213-9040;

- If the complaint is received by TCHSC, in writing or in person, about a TCHSC HMIS Participating Agency or about an internal program, it will be reviewed by the staff responsible for administering TCHSC HMIS first. If the question or complaint cannot be resolved at that level it will be brought to the attention of the TCHSC HMIS Advisory Committee and/or TCHSC's Director, whichever is most appropriate for the particular situation.
- 2. All members of TCHSC (including employees, volunteers, affiliates, contractors and associates) and TCHSC HMIS Participating Agencies are required to comply with this notice. Each individual with access to TCHSC HMIS must receive and acknowledge receipt of a copy of this notice and pledge to comply with this notice in writing.

## **G. Privacy Policy Change History**

Each copy of this notice will have a history of changes made to the document. This document's change history is as follows:

- Version 1 – 2005 - Initial Policy
- Version 2 – Updated to Reflect New Changes to the Privacy Policy – July 1, 2023
- Version 3 – Updated to Reflect Corrections to Spelling – May 30, 2024

*Connect Collaborate Cultivate*

772-213-9040 | office@tchelpspot.org | www.tchelpspot.org  
2525 St. Lucie Ave, Vero Beach, FL 34960

## **TCHSC – HMIS Privacy Notice**

The U.S. Department of Housing and Urban Development (HUD) and other federal and state partners require that each jurisdiction that receives homeless funding have a Homeless Management Information System (HMIS) in place. Therefore, this Agency is required to participate in the Treasure Coast Homeless Services Council Homeless Management Information System (TCHSC HMIS), a computerized system that collects and stores basic information about the persons who receive services from this Agency. The goal of the TCHSC HMIS is to assist us in determining your needs and to provide a record for evaluating the services we are providing to you.

We only collect information that is needed to provide you with services, or that we consider relevant to helping us understand the scope and dimensions of homelessness to design effective service delivery. Information may be disclosed as required by funders or by law, or for specific administrative or research purposes outlined in our privacy policy. By requesting and accepting services from this project, you are giving consent for us to enter and share your personal information into the TCHSC HMIS.

The collection and use of all personal information is guided by strict standards of confidentiality as outlined in our privacy policy. A copy of our agency's Privacy Policy and a copy of the TCHSC HMIS Privacy Policy is available upon request for your review. These policies may be amended at any time, amendments may affect information obtained by the Agency before the date of the change. An amendment to the privacy notice regarding use or disclosure will be effective with respect to information processed before the amendment, unless otherwise stated.

## **HMIS Client Grievance Form**

If you feel a violation of your rights as an HMIS client has occurred or you disagree with a decision made about your "Protected HMIS Information" you may complete this form. Complete this form only after you have exhausted the grievance procedures at the agency you have a grievance with. **It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.**

Grievances may be submitted to the TCHSC HMIS Advisory Committee by either of the following methods:

- Call the HMIS team at (772) 213-9040
- Send this form to:

TCHSC  
Attn: HMIS Advisory Committee  
2525 St. Lucie Ave.  
Vero Beach, FL 32960

Your Name: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Best Way to Contact You:  Phone  Mailing Address  
 Email  Case Manager/Advocate

Your Phone Number: \_\_\_\_\_ Your Email Address: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

### **Case Manager/Advocate Contact Information (optional)**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Agency: \_\_\_\_\_

### **Grievance Information**

\_\_\_\_\_  
Name of Individual who violated your privacy rights      Name of Agency who violated your privacy rights

Brief description of grievance (what happened):



## What Is HMIS?

The Homeless Management Information System (HMIS) is a web-based information system used by organizations that serve homeless and at-risk individuals in the Treasure Coast CoC in order to compile information about the persons they serve.

## Why Gather and Maintain Data?

HMIS will gather and maintain unduplicated statistics on a regional level to provide a more accurate picture of our region's homeless and at-risk population. HMIS will also help us understand client needs, help organizations plan appropriate resources for the clients they serve, inform public policy in an attempt to end homelessness, streamline and coordinate services and intake procedures to save client's valuable time, and so much more.

## Written Client Consent

Each client must complete a **Release of Information** in order for their identifying information to be shared with other agencies participating in HMIS. If the client refuses to provide consent, only the agency serving the client will have access to his or her information. Clients cannot be denied services for refusing to provide consent. A copy of the form will be provided to the client upon request.

## Common Questions

### *Who can access my information?*

Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client information. Please visit our website for a list of the Agencies Contributing Data to HMIS ([tchelpspot.org](http://tchelpspot.org)). Please note that this list can change frequently and without notice; therefore the website should be consulted for the most recent list.

### *Who will receive my information?*

No client identifying information (names, dates of birth, etc.) will be released to entities not participating in HMIS without your consent. Information is stored in an encrypted central database. Only organizations that are contributing data to HMIS and have agreed to abide by the **HMIS Policies and Procedures** will have access to HMIS data.

### *Don't I have a right to privacy?*

Clients do have the right to privacy, and also the right to confidentiality. You are entitled to a copy of the privacy notice upon request. Clients have the right to know who has modified their HMIS record. You also have the right to request access to your HMIS client records, and a printed copy of this data. You have the right to review this data with agency staff. You may not see other clients' records, nor may they see your information.

### *What if I don't want to provide information?*

Clients have the right not to answer any questions, unless entry into a program requires it. You may not be denied services based on your refusal to sign a **Release of Information**.

### *What if I believe my rights have been violated?*

Clients have the right to file a grievance with the agency or with the HMIS Advisory Committee. Grievances must be filed through written notice. Clients will not be retaliated against for filing a complaint.

## **HMIS Formal Grievance Form**

As an HMIS Partner Agency, if you feel another HMIS Partner Agency has violated a client's rights, you may complete and submit this form. As an HMIS Partner Agency you may complete this form on behalf of a client, if a client reports to you that they believe their rights have been violated by another HMIS Partner Agency. **It is against the law for any agency to take retaliatory action against a client for reporting and filing a grievance. You can expect a response within 30 days via the method of your choice.**

Grievances may be submitted to the TCHSC HMIS Advisory Committee by either of the following methods:

- email the HMIS team: [HMIS@tchelpspot.org](mailto:HMIS@tchelpspot.org)
- Send this form to:

[TCHSC](#)  
[Attn: HMIS Advisory Committee](#)  
[2525 St. Lucie Ave.](#)  
[Vero Beach, FL 32960](#)

Your Name: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Your Agency: \_\_\_\_\_

### **Grievance Information**

\_\_\_\_\_  
Name of Individual who violated privacy rights

\_\_\_\_\_  
Name of Agency who violated privacy rights

Brief description of grievance (what happened): (remember to include client information, if client reported)

## What Is HMIS?

The Homeless Management Information System (HMIS) is a web-based information system used by organizations that serve homeless and at-risk individuals in the Treasure Coast CoC in order to compile information about the persons they serve.

## Why Gather and Maintain Data?

HMIS will gather and maintain unduplicated statistics on a regional level to provide a more accurate picture of our region's homeless and at-risk population. HMIS will also help us understand client needs, help organizations plan appropriate resources for the clients they serve, inform public policy in an attempt to end homelessness, streamline and coordinate services and intake procedures to save client's valuable time, and so much more.

## Written Client Consent

Each client must complete a **Release of Information** in order for their identifying information to be shared with other agencies participating in HMIS. If the client refuses to provide consent, only the agency serving the client will have access to his or her information. Clients cannot be denied services for refusing to provide consent. A copy of the form will be provided to the client upon request.

## Common Questions

### *Who can access my information?*

Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client information. Please visit our website for a list of the Agencies Contributing Data to HMIS ([tchelpspot.org](http://tchelpspot.org)). Please note that this list can change frequently and without notice; therefore the website should be consulted for the most recent list.

### *Who will receive my information?*

No client identifying information (names, dates of birth, etc.) will be released to entities not participating in HMIS without your consent. Information is stored in an encrypted central database. Only organizations that are contributing data to HMIS and have agreed to abide by the **HMIS Policies and Procedures** will have access to HMIS data.

### *Don't I have a right to privacy?*

Clients do have the right to privacy, and also the right to confidentiality. You are entitled to a copy of the privacy notice upon request. Clients have the right to know who has modified their HMIS record. You also have the right to request access to your HMIS client records, and a printed copy of this data. You have the right to review this data with agency staff. You may not see other clients' records, nor may they see your information.

### *What if I don't want to provide information?*

Clients have the right not to answer any questions, unless entry into a program requires it. You may not be denied services based on your refusal to sign a **Release of Information**.

### *What if I believe my rights have been violated?*

Clients have the right to file a grievance with the agency or with the HMIS Advisory Committee. Grievances must be filed through written notice. Clients will not be retaliated against for filing a complaint.

# TREASURE COAST – COMMUNITY INFORMATION NETWORK (CIN) POLICIES & PROCEDURES SIGNATURE PAGE

As a trained end user in the Treasure Coast’s Community Information Network (CIN), I have been informed of how to access the CIN policies and procedures, and accept responsibility for reading the CIN HUD mandated policies, plans, and other instructional information made accessible. In signing this document, I’m stating that I am committed to accessing and retrieving the CIN Policy and Procedures for further reading and review.

I have received training on the following CIN Policies and Procedures:

- CIN Member Agency Roles and Responsibilities
- CIN Client’s Rights
- CIN Notice to Client of Uses and Disclosures
- CIN Privacy and Security
- CIN Required Data Elements
- CIN Data Quality and Monitoring

---

End User/Agency

---

Date Signed

---

Treasure Coast CIN Trainer

---

Date Signed

## Appendix C, Partner Agency-Delegated Roles

Responsibility	Agency Administrator	Point of Contact
Enforce data collection, entry, and quality standards	YES	NO
Maintain competency with reading and running TCHSC HMIS reports needed at their Agency, as well as an understanding of system-wide data quality reports	YES	NO
Improve data quality by identifying training needs at their Agency	YES	NO
Act as the first tier of support for TCHSC HMIS Users at their Agency	YES	NO
Convey requests for technical support received outside of support business hours	YES	NO
Adhere to and enforce the TCHSC HMIS Policies and Procedures at Agency	YES	YES
Maintain a current user license to TCHSC HMIS by completing trainings and logging into TCHSC HMIS frequently (no more than 30 days inactive)	YES	YES
Communicate to TCHSC HMIS staff any personnel changes at Agency, and authorize any needed changes to Agency user licenses within 24 hours of a change	YES	YES
Support Agency Users in understanding and adhering to their User Agreements	YES	YES
Ensure privacy, security, and confidentiality for clients at Agency	YES	YES

<b>Responsibility</b>	<b>Agency Administrator</b>	<b>Point of Contact</b>
Authorize new Agency Users by requesting training, and supervise newly trained Users	YES	YES
Ensure that Agency Users are accessing the most current TCHSC HMIS- related forms, and following the most current TCHSC HMIS procedures and workflows	YES	YES
Inform TCHSC HMIS staff of changes to Agency projects at least five business days prior to such a change	YES	YES
Ensure the TCHSC HMIS “Notice to Clients of Uses and Disclosures” is posted in a visible area of the Agency and understood by Clients	YES	YES
Attend all TCHSC HMIS required meetings and conference calls	YES	YES
Assist TCHSC HMIS with mandatory reporting, such as System Performance Measures (SPM), Point in Time (PIT), and Housing Inventory Count (HIC), as needed	YES	YES

## Appendix D, Homelessness Definitions

“...an individual or family who lacks a fixed, regular, and adequate nighttime residence”

<https://www.law.cornell.edu/uscode/text/42/11302>

Legal Information Institute. U.S. Code Title 42 Section 11302, General definition of homeless individual. THE PUBLIC HEALTH AND WELFARE Chapter 119. HOMELESS ASSISTANCE Subchapter I. GENERAL PROVISIONS