

Comparable Database AGENCY PARTICIPATION AGREEMENT

_____ (“Agency”) has elected to participate in the Comparable Database (“Comparable Database”). The Comparable Database software is licensed by the Georgia Housing Finance Authority (“GHFA”), who has designated it to be solely administered by the Georgia Department of Community Affairs (“DCA”). The Comparable Database is a database that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client-level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless population. The Comparable Database is comparable to a Homeless Management Information System, except it is a closed system.

In consideration of their mutual undertakings and covenants, the Agency and DCA agree as follows:

1. General Understandings:

A. Definitions. In this Agreement, the following terms will have the following meanings:

- i. “Agency staff” are employees, volunteers, contractors, or agents of Agency.
- ii. “Client” is a person receiving or requesting services from Agency.
- iii. “Aggregate Data or Non-Identifying Information” is data that does not include Identifying Information.
- iv. “End User” is an authorized Agency staff member with access to the Comparable Database.
- v. “Enter(ing)” or “entry” is the entry of any Client Information into the Comparable Database.
- vii. “DCA staff” are employees, contractors, or agents of DCA who DCA designates to administer the Comparable Database and provide support to Agency staff as outlined in this Agreement.
- viii. “Identifying Information” is defined as follows:

HMIS regulations define Protected Personal information (PPI) as any information in the GA Comparable Database about a client that:

- Allows identification of an individual directly or indirectly;
- 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.

Violence Against Women Act (VAWA) and Family Violence Prevention & Services Act (FVPSA) regulations define Personally Identifying Information (PII) as individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information is encoded, encrypted, hashed, or otherwise protected, including – (A) a first or last name; (B) a home or other physical address; (C) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (D) a social security number, driver license number, passport number, or student identification number; and (E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that would serve to identify any individual.

When this notice refers to Identifying Information, it means PPI and PII.

- ix. “Information” is Aggregate Data and Identifying Information.

- x. “Vendor” is the organization that DCA contracts with to provide the Comparable Database software.

B. Access, Use and Disclosure. DCA staff shall not view Identifying Information, or give Vendor written consent to view Identifying Information, in the Comparable Database without Agency’s express written consent.

- i. DCA administration of the Comparable Database includes the following duties, which do not require access to Identifying Information: (1) Update/Create end user accounts and, (2) Reset passwords (“administrative functions”).

DCA shall also provide technical support to Agency (“support functions”), including but not limited to: troubleshoot end user issues submitted through the ticketing system.

Support functions will first be provided by methods that do not require access to Identifying Information, such as support over the phone or email or through the Comparable Database training site. If Agency agrees that additional support is needed, Agency may provide written consent for DCA to have access to Identifying Information for support functions through screen sharing or on-site support.

- ii. DCA designates up to two individuals as GA Comparable HMIS Administrators to perform administrative and support functions for Agency in the Comparable Database.
- iii. Notwithstanding other provisions in this Agreement, DCA or Vendor may be required to disclose data from the Comparable Database (i) in response to a valid order of a court or other governmental body of the United States or (ii) as otherwise required by law. If DCA is required to disclose Identifying Information due to legal mandate, it will promptly notify Agency upon receipt of the disclosure request and permit Agency reasonable time to resist the third party request for data, but in no event will this requirement cause DCA to be in noncompliance with a legal deadline for production of data. In addition, DCA will promptly notify Agency upon receipt of a disclosure request that it receives from Vendor.
- iv. Upon Vendor’s notice to DCA of any actual or suspected unauthorized access to, acquisition, disclosure, loss, use or compromise of data in the Comparable Database, DCA shall promptly notify Agency of same.

C. Incorporation and Modification of Other Documents. The GA Comparable Database Privacy Policy, Comparable Database Policies and Procedures, and GA Comparable Database End User Participation Agreement are incorporated into this Agreement as if restated in full, and are attached to this Agreement as Appendices “A”, “B” and “C” respectively. All three of these documents may be amended from time to time at the discretion of DCA, and all parties are bound by such amendments.

2. Confidentiality:

A. Agency shall not:

- i. Enter information into the Comparable Database which it is not authorized to enter, or
- ii. Otherwise disclose information that Agency is not authorized to disclose.

By entering information into the Comparable Database, Agency represents that it has the authority to enter such information into the Comparable Database. To the best of Agency’s knowledge, any information entered into the Comparable Database does not violate any of the Client’s rights under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

If Agency is subject to any laws or requirements which restrict Agency’s ability either to disclose or

enter certain data elements into Comparable Database, Agency will ensure that any entry it makes in the Comparable Database or disclosure of any data elements complies with all applicable laws or other restrictions. Agency is solely responsible for determining if any disclosures of Client information are restricted under any state or federal laws and regulations.

- B. To the extent that information entered by Agency into the Comparable Database is or becomes subject to disclosure restrictions, Agency will immediately inform DCA in writing of such restrictions and submit by mail to the address given herein for written notices.
- C. DCA will not be liable if Agency voluntarily discloses Identifying Information to DCA.

3. Display of Notice:

Pursuant to the notice published by the Department of Housing and Urban Development (“HUD”) on March 29, 2010, Agency will prominently display at each intake desk (or comparable location) the GA Comparable Database Privacy Policy that explains generally the reasons for collecting Identifying Information in the Comparable Database and the Client rights associated with providing Agency with Identifying Information. It is Agency’s responsibility to ensure that each Client understands his or her rights. Additionally, if Agency maintains a public webpage, the current version of the GA Comparable Database Privacy Policy must be posted on the webpage.

4. Information Collection, Client Consent:

A. Collection of Identifying Information. Agency may collect Identifying Information only when appropriate for the purposes for which the information is obtained or when required by law. Agency must collect information by lawful and fair means and with the consent of the Client.

Any Identifying Information collected by the Agency must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely.

B. Client Consent. Agency shall only enter Identifying Information into the Comparable Database with the client’s written consent. Prior to entering any Client Information into the Comparable Database, Agency will provide the Client with a copy of the GA Comparable Database Client Consent Form, explain the Comparable Database, who may and may not access Identifying Information, how the data will be used, and obtain the Client’s written consent. Agency must keep the signed consent for seven (7) years after the Client last received services at or from the Agency. Such forms must be available for inspection and copying by DCA at any time.

C. Refusal of Services. Agency may not refuse or decline services to a Client or potential Client if that person:

- i. objects to the entry of its information in the Comparable Database; or
- ii. refuses to share his or her personal information with the Agency or cannot remember certain information.

However, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. Comparable Database Policies and Procedures:

Notwithstanding any other provision of this Agreement, Agency’s use of and participation in the Comparable Database, and the use, disclosure, and submission of data to and from the Comparable Database shall, at all times, be governed by the Comparable Database Privacy Policy and the Comparable Database Policies and Procedures, as may be revised from time to time. The

Comparable Database Privacy Policy shall control any disagreements between the referenced documents.

6. Disclosure to Third Parties:

Agency shall not release any Identifying Information from the Comparable Database to a third party without the written informed Consent of the Client, unless such disclosure is required by law or in accordance with the Comparable Database Privacy Policy.

7. Client Inspection/Correction:

Upon receipt of a written request from a Client, Agency shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. Agency is not allowed to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. Agency must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, Agency shall consult with DCA. Such consultation is necessary to ensure proper coordination between the Agency's response and the capabilities of the Comparable Database system, unless the requested correction is a routine correction of a common data element for which a field exists in the Comparable Database (e.g., date of birth, prior residence, social security number, etc.). Agency is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. Security:

Agency shall maintain the security and confidentiality of Information in the Comparable Database and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. Agency agrees to follow the Comparable Database Policies and Procedures. At its discretion, DCA may conduct periodic assessments of Agency to monitor its compliance. The steps Agency must take to maintain security and confidentiality include, but are not limited to:

A. Access. Agency will permit password-protected access to the Comparable Database only to authorized End Users who need Information from the Comparable Database 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 End Users to only those records that are immediately relevant to their work assignments.

B. End User Participation Agreement. Prior to permitting any End User to access the Comparable Database, Agency will require the End User to sign an End User Participation Agreement. Agency will comply with and enforce the End User Participation Agreement and will inform DCA immediately in writing of any breaches of the End User Participation Agreement.

- i. Any staff, volunteer or other person who has been granted an End User ID and password and is found to have committed a breach of the End User Participation Agreement and/or a breach of system security or client confidentiality, as determined by DCA, will have his/her access to the database revoked immediately.
- ii. In the event of a breach of system security or client confidentiality, the Director of the Agency or designee shall notify DCA in writing immediately, but in no event later than twenty-four (24) hours. This correspondence should be sent to address given herein for notice. Any Agency that is found to have had breaches of system security and/or client

confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the Agency prevent further breaches.

Probation shall remain in effect until DCA has evaluated the Agency's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the End User Participation Agreement. Subsequent violations of system security may result in suspension from the Comparable Database.

C. Computers: Security for data maintained in the Comparable Database 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 Proposed Rule" (Docket No. FR 5475-P-01- Fed. Reg. Vol. 76, No. 237 (December 9, 2011/Proposed Rules). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards, and hereby agree to incorporate any changes to HUD policy into their computing environment on the timeline specified by HUD. Agency will allow access to the Comparable Database only from computers which are:

- i. protected from viruses by commercially available virus protection software (a) that includes, at a minimum, automated scanning of files as they are accessed by End Users on the system on which the Comparable Database application is accessed and (b) with virus definitions that are regularly updated from the software vendor;
- ii. protected with a secure software or hardware firewall between, at least, the workstation and any systems (including the internet and other computer networks) located outside of the Agency;
- iii. maintained to ensure that the computer operating system running the computer used for the Comparable Database is kept up to date in terms of security and other operating system patches, updates, and fixes;
- iv. accessed through web browsers with 128-bit encryption (e.g., Internet Explorer, and Google Chrome). Some browsers have the capacity to remember passwords, so that the End User does not need to type in the password when returning to password-protected sites. This default shall not be used with respect to the Comparable Database; the End User is expected to physically enter the password each time he or she logs on to the system; and
- v. staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not usable by unauthorized individuals. These steps should minimally include (a) logging off the Comparable Database system, (b) physically locking the computer in a secure area, (c) shutting down the computer entirely, or (d) using a password protected screen saver.

D. End User Authentication: Agency will permit access to Comparable Database only with use of an End User authentication system consisting of an End User name and a password which the End User may not share with others. Written information pertaining to End User access (e.g., End User name and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be (or include) the End User name, the Comparable Database vendor's name, the Comparable Database name, the Agency's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the Comparable Database application is allowed so long as the

End User changes the default password on first use. Individual End Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and End User names shall be consistent with guidelines issued from time to time by HUD and DCA. Passwords and End User names shall not be exchanged electronically without DCA's approval.

E. Hard Copies: The Agency must secure any paper or other hard copy containing Identifying Information that is generated either by or for the Comparable Database, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the Comparable Database that contains such information must be supervised at all times 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 equivalent means with written approval by DCA. Written information specifically pertaining to End User access (e.g., End User name and password) must not be stored or displayed in any publicly accessible location.

F. Training/Assistance: Agency will ensure End Users have received the required GA Comparable Database Privacy, Security and Confidentiality Training and the End User Onboarding Training prior to accessing the Comparable Database system. Agency will participate in such training as it is provided from time to time by DCA. Representatives of DCA will be reasonably available during DCA's defined weekday business hours for technical assistance (e.g., troubleshooting and report generation).

9. Information Entry Standards:

A. Information entered into Comparable Database by Agency will be truthful, accurate, complete and timely to the best of Agency's knowledge.

B. Agency will not solicit from Clients or enter information about Clients into the Comparable 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.

C. Agency will only enter information into the Comparable Database with respect to individuals that it serves or intends to serve, including through referral.

D. Agency will enter information into the Comparable Database within seven (7) days of data collection.

10. Use of the Comparable Database:

A. Agency will not access Identifying Information for any individual for whom services are neither being sought nor provided by the Agency. The Comparable Database will only permit Agency to access the Identifying Information of the Clients it serves. Agency will not have access to share or refer identifying information with another Participating Agency in ClientTrack.

B. Subject to any law to the contrary, Agency may only report Aggregate Data or Non-Identifying Information to other entities for funding or planning purposes or in response to requests for information including related to research.

C. Agency will not use the Comparable Database 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. Software licensing was purchased from ClientTrack, Inc. ("Supplier") to implement the Comparable Database. Without limiting the foregoing covenant, Agency agrees that the data and information related to the software licensed by Supplier, and related documentation and support services, may be confidential and proprietary information

("Confidential Information") of the Supplier and agrees to use such Confidential Information only in connection with Agency's authorized use of the Comparable Database and support services and further agrees not to disclose such Confidential Information to any third party, other than as required bylaw. Furthermore, Agency acknowledges and agrees that the Supplier will retain all right, title, interest and ownership in and to the Comparable Database software, including any customization or modification thereof, and Agency will not copy any documentation related to the Comparable Database software other than for internal business purposes, nor shall Agency disassemble, decompose or reverse engineer the Comparable Database software, except as otherwise provided herein, use the Comparable Database software on behalf or for the benefit of any other person or entity or otherwise infringe upon any of the Supplier's trademarks, trade secrets, copyrights, patents or other intellectual property rights. Agency shall include all Supplier copyright and other proprietary notices on any copy of the documentation related to Comparable Database software reproduced, used, or made available by Agency.

D. Agency will not use the Comparable Database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

E. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose Information that: (a) is in the possession of the party prior to the time of disclosure to the party through the Comparable Database and was not acquired, directly or indirectly, from the Comparable Database; or (b) is made available to the party by a third party with the legal right to do so.

11. Proprietary Rights of the Comparable Database:

A. Agency or DCA Staff shall assign passwords and access codes for all Agency Staff that meet other privacy, training and conditions contained within this Agreement.

B. Agency or DCA 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 Comparable Database 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 Comparable Database and/or any Identifying Information or confidential 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 the Comparable Database 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 Comparable Database for purposes approved by the Agency and that are consistent with this Agreement;
- iii. that its End Users have agreed to hold any passwords, or other means for accessing the Comparable Database, 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 Comparable Database 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 Comparable Database and may constitute cause for disciplinary action by the Agency; and

- v. that it has restricted access to the Comparable Database only to the End Users that the Agency has identified.

D. Agency shall inform DCA Staff 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 User usernames and passwords are current and to immediately notify DCA staff in the event that End User usernames and passwords are not current.

E. Agency shall be diligent not to cause in any manner or way, corruption of the Comparable Database, and Agency agrees to be responsible for any damage it may cause.

12. Limitation of Liability and Indemnification:

Note: Under sections 12 and 13, the term DCA includes GHFA, Georgia State Housing Trust Fund ("SHTF"), and DCA. It is the intention of the parties that all limitations of liability and indemnification that apply to DCA also apply to GHFA and SHTF.

Parties acknowledge that this is an essential provision of this Agreement.

A. Except as provided in Section 12c, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the Comparable Database system. 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 for liability for the acts of any other person or entity through participation in Comparable Database except for the acts and omissions of its own employees, volunteers, agents or contractors unless any such liability is expressly created herein. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL DCA BE LIABLE TO AGENCY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION/DATA. DCA shall not be liable to Agency in connection with Vendor's actions or inactions. This is agreed whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, equitable theory, tort, or any other theories of liability, even if DCA has been apprised of the possibility or likelihood of such damages occurring. Parties acknowledge that this is an essential provision of this Agreement, with adequate consideration made.

C. Agency agrees to indemnify, defend and hold harmless DCA including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from alleged or actual intentional acts or omissions, negligence, or strict liability of Agency, its directors, officers, employees, representatives, or agents, or Agency's breach of this Agreement. This Section shall survive the termination of this Agreement.

D. Without limiting any other provision of this Agreement, Agency and its End Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective Clients resulting from or in any way related to the use of the Comparable Database or the Information made available thereby. Agency and End Users shall have no recourse against, and hereby waive, any claims against DCA for any loss, damage, claim or costs relating to or resulting from its own use or misuse of the Comparable Database.

E. Comparable Database uses available technology to match an Agency's Client with other records in

the Comparable Database that Agency previously entered about the Client. Because Client Information is maintained in multiple places and because not all Information is kept in a standard fashion, it is possible that false matches may occur or that there may be errors or omissions in the Information provided to Agency. To that end, it is incumbent upon the Agency and its End Users to verify the Client's Information before relying on it in providing services to a Client. Neither DCA nor the Comparable Database independently verifies or reviews the Information transmitted through the Comparable Database for accuracy or completeness.

F. Agency acknowledges and agrees that the Comparable Database is an information management tool only and that it contemplates and requires the involvement of Agencies and End Users that are qualified to maintain, collect and enter information into the Comparable Database. Agency further acknowledges and agrees that DCA has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. DCA shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the Comparable Database. Agency assumes all risk for selection and use of the content in the Comparable Database.

G. All data to which access is made through the Comparable Database originates from Agencies, and not from DCA. All such data is subject to change arising from numerous factors, including without limitation, changes to Client Information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. DCA neither initiates the transmission of any data nor monitors the data. Without limiting any other provision of this Agreement, DCA shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by Agency, or used by Agency, pursuant to this Agreement.

H. Access to the Comparable Database and the information obtained by Agency pursuant to the use of those services are provided "as is" and "as available." Agency is solely responsible for any and all acts or omissions taken or made in reliance on the Comparable Database or the information in the Comparable Database, including inaccurate or incomplete information.

I. DCA shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment for whatever reason.

13. Disclaimer of Warranties:

DCA makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any Agency or any other person or entity as to the services of the Comparable Database or as to any other matter.

14. Notice

Unless otherwise indicated, all notices under this Agreement to DCA will be made to:-

Georgia Department of Community Affairs

60 Executive Park South, NE

Atlanta, GA 30329

ATTN: HMIS Projects Manager

This Notice address or contact may be modified in writing to Agency.

15. Prohibition of Unauthorized Customization

For customization of any features of the Comparable Database that may be desired by an Agency, Agency will directly contact DCA for approval. DCA has the absolute right to approve or disapprove of any requested modification at its sole discretion. Agency understands that it may be responsible for

the complete cost of any such approved customization.

16. Survival

The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

17. Term

This agreement will continue until terminated by either party pursuant to the provisions contained herein.

18. Additional Terms and Conditions:

A. Agency will abide by such guidelines as are promulgated by HUD and DCA from time to time regarding administration of the Comparable Database.

B. Agency and DCA intend to abide by applicable State and Federal laws. Should DCA in its sole discretion determine that any term of this Agreement is inconsistent with applicable law, or should additional terms be required by applicable law, DCA will modify the terms of this Agreement so as to comply with applicable law.

C. Neither DCA nor Agency shall transfer or assign any rights or obligations in this Agreement without the written consent of the other party. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

D. Either party may terminate this Agreement with thirty (30) days written notice, for any reason. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the Comparable Database Policies or Privacy Policy by Agency. Upon termination of this Agreement, Agency shall remain liable for (and nothing in this Agreement shall prevent DCA from recovering) any fees, costs, or expenses that have been incurred prior to the termination of this Agreement.

E. Upon termination of this Agreement, copies of Information entered by Agency will be provided to the Agency if Agency makes written request to DCA within sixty (60) days after the termination. Information will be provided on hard drive or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within sixty (60) calendar days of receipt of written requests for data copies. DCA reserves the right to charge Agency DCA's actual costs for providing such data to Agency.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. DCA and Agency intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. During the term of this Agreement, Agency shall not (without the written consent of DCA) directly or indirectly, hire, employ or attempt to hire or employ any person who is an employee of DCA, or who was within the preceding twelve (12) month period an employee of DCA, or in any way solicit, induce, bring about, influence, promote, facilitate, encourage, cause or assist or attempt to cause or assist any current

employee of DCA to leave his or her employment with DCA.

H. Except as stated elsewhere in this Agreement, this Agreement may be amended or modified, and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

I. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party three business days after mailing, or, if sent by registered/certified mail, upon actual signature date.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of Georgia and will be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state court located in the State of Georgia, Fulton County, or in Federal Court in the Northern District of Georgia.

N. Headings used in this Agreement are for the convenience of the parties, and shall not be used to assist in the interpretation of the Agreement.

O. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, Agency and DCA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Agency Name

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Date: _____

Title of Authorized Officer: _____

Agency Street Address: _____

Mailing Address for notice (if different): _____

Telephone: _____ Facsimile: _____

Email: _____

DCA

Name of Authorized Officer: _____

Signature of Authorized Officer: _____

Date: _____

Title of Authorized Officer: _____

Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

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Appendix A GA Comparable Database Privacy Policy

This notice describes the privacy policy of the Georgia Comparable Database System. GA Comparable Database is administered by the Georgia Department of Community Affairs (DCA), operating on behalf of the Georgia Housing and Finance Authority (GHFA). Participating Agencies enter into contracts with DCA to access and use the GA Comparable Database regarding services they provide to Clients. DCA may amend this GA Comparable Database Privacy Policy at any time, maintaining a record of changes made, and post new versions on DCA's website.

DCA's main office is located at 60 Executive Park South, NE, Atlanta, GA 30329. DCA's phone number is (404) 679-4840.

A. What this policy covers

1. This policy covers DCA and the Participating Agencies' use of Clients' personal information in the GA Comparable Database. Participating Agencies may have additional privacy policies.
2. HUD defines Protected Personal information (PPI) as any information the GA Comparable Database maintains about a client that:
 - Allows identification of an individual directly or indirectly;
 - 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.

Violence Against Women Act (VAWA) and Family Violence Prevention and Services Act (FVPSA) regulations define Personally Identifying Information (PII) as individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information is encoded, encrypted, hashed, or otherwise protected, including – (A) a first or last name; (B) a home or other physical address; (C) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (D) a social security number, driver license number, passport number, or student identification number; and (E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that would serve to identify any individual.

When this notice refers to PPI, it means both PPI or PII.

3. DCA has adopted this policy in accordance with HUD's Homeless Management Information Systems Data and Technical Standards, including subsequent notices issued, and in consideration of VAWA and FVPSA confidentiality regulations.
4. This notice informs Clients, staff, contractors, funding agencies and others how PPI is collected and used in the GA Comparable Database.
5. DCA and/or Participating Agencies will provide a written copy of this policy to any individual or organization that requests one. DCA also maintains a copy of this notice on its website.

B. How and Why We Collect PPI

1. This policy applies to individuals whose PPI is collected or maintained in hard copy or in electronic formats in the GA Comparable Database.
2. PPI will only be collected when appropriate and relevant for the purposes discussed in this policy or when required by law. Participating Agencies shall use only lawful and fair means to collect or maintain PPI. PPI may be collected in the GA Comparable Database and used, including in aggregate unidentified form, by Participating Agencies for the following purposes:
 - To provide or coordinate services to the client;
 - For functions related to payment or reimbursement for services provided by DCA or DCA's contractors;
 - To carry out administrative functions, including legal, audit, personnel, oversight, contract monitoring, program evaluation, and other management functions;
 - To maintain and operate the GA Comparable Database;
 - To comply with government and reporting obligations for unidentified information;
 - To compile unidentified information for research, data analysis, and community reporting purposes; and
 - When otherwise required by law.
3. Participating Agencies may only enter PPI in the GA Comparable Database with informed written consent of the client.
4. DCA shall not view PPI in the GA Comparable Database unless necessary to maintain or operate the GA Comparable Database with the Participating Agency's express written consent.
5. Participating Agencies may only disclose, reveal or release PPI with a Client's consent or when compelled by statutory or court mandate, in which case the Participating Agency shall make reasonable attempts to provide notice to victims affected by the disclosure of information and shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
6. 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.
7. Each Client providing PPI may:
 - Inspect their PPI that is maintained in the GA Comparable Database, with the exception of case notes;
 - Ask the Participating Agency entering data for the GA Comparable Database to correct inaccurate or incomplete information within the record;
 - Ask about the GA Comparable Database' privacy policy or practices;
 - File a grievance regarding GA Comparable Database' privacy policies and practices. DCA will respond to questions and complaints; or
 - Request a copy of this full policy for more details.
8. Participating Agencies are required to post a sign at their intake desks or offices explaining the reasons PPI is requested. Participating Agencies may have additional policies not required by DCA that they must follow, but at a minimum, they must adhere to this Notice. While Participating

Agencies are required to adopt their own privacy policies and postings for data collection unrelated to GA Comparable Database, DCA provides a posting template which reads:

Privacy Posting

Georgia Comparable Database

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 (or, in the case of domestic violence agencies, a Comparable Database) in place. This Agency is required to participate in the GA Comparable Database, a computerized system that collects and stores basic information about the persons who receive services from this Agency. The goal of the GA Comparable Database is to assist us in determining your needs and to provide a record for evaluating the services we are providing to you.

We collect information that is needed to provide you services or that we consider relevant to helping us understand the scope and dimensions of homelessness in order to design effective service delivery. We will not enter your personal information in the Comparable Database or disclose your information to third parties without your written consent except when required by statutory or court mandate.

We can only use or disclose your personal information as allowed by strict confidentiality standards in the Georgia Comparable Database Privacy Policy, a copy of which is available upon your request.

C. How to Inspect and Correct PPI

1. Clients may inspect, request correction of or receive a copy of their PPI that is maintained in GA Comparable Database, with the exception of case notes, by contacting the Participating Agency at which he or she received services. The Participating Agency will respond to any such request made by a client within a reasonable time frame, usually 2-3 business days. The Participating Agency staff will offer to explain any information in the file. DCA requires that any requests for inspection be managed through the Participating Agency that entered the information.
2. The Participating Agency will consider requests for correction of inaccurate or incomplete personal information from Clients.
3. The Participating Agency may deny a request for inspection or copying of PPI 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.
4. If a request for access or correction is denied, the Participating Agency that denies the request will explain the reason for the denial and include, as part of the PPI that is maintained, documentation of the request and the reason for the denial.

5. The Participating Agency may reject repeated or harassing requests for access or correction.

D. Data Quality

1. DCA may implement a plan to dispose of or deactivate PPI not in current use seven years after the information was created or last changed. As an alternative to disposal, DCA may choose to remove identifiers from the information so that the data can be maintained for analysis purposes.
2. DCA may keep PPI for a longer period if it chooses or if it is required to do so by statute, regulation, contract, or other requirement.

E. Complaints and Accountability

1. DCA accepts and considers questions or complaints about GA Comparable Database' 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 Participating Agencies using GA Comparable Database, the client should first follow the questions and/or grievance procedure of that agency. If the grievance cannot be resolved at the Participating Agency level, the question/complaint should be addressed to DCA in writing to: Georgia Department of Community Affairs, 60 Executive Park South, Atlanta, GA 30329 Attn: HMIS Project Manager.
 - If the complaint is received by DCA, in writing or in person, about a Participating Agency or about an internal program, it will be reviewed by the staff responsible for administering GA Comparable Database.
2. Each individual with access to GA Comparable Database must receive and acknowledge receipt of a copy of this notice and pledge to comply with this notice in writing.

F. 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 – November 2018 - Initial Policy

Appendix B

GA Comparable Database Policies and Procedures

Section A. Background and Structure

A.1 Comparable Database Background

A Comparable Database System is a web-based software application designed to record and store client-level information on the characteristics and service needs of homeless persons who are victims of domestic violence and related crimes.

The Georgia Comparable Database implementation is provided by Client Track (Vendor) and managed by the Georgia Department of Community Affairs (DCA) and covers the State of Georgia.

Homeless assistance providers through a contract with DCA (Agencies) use the Comparable Database to provide care, manage operations and better serve Clients. The U. S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate Comparable Database data to obtain better information about the extent and nature of homelessness over time. Specifically, a Comparable Database can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs.

A.2 HUD Requirements and Comparable Database Data Standards

Agencies that do not serve domestic violence victims with VAWA or FVPSA funds are required to use a Homeless Management Information System (HMIS) to record and store client-level information. Due to the sensitive and confidential nature of domestic violence providers, HUD permits the use of a database comparable to HMIS. Therefore, the Comparable Database is based on HMIS data collection requirements but incorporates certain features and processes designed to protect personal information.

The HMIS 2017 Manual provides communities with baseline data collection requirements and serves as a reference for the Comparable Database. The companion document to the HMIS Manual is the HMIS Data Dictionary, which defines all of the data elements and requirements for Vendors and System Administrators. Access the HMIS Data Manual at:

<https://www.hudexchange.info/resource/4445/coc-program-hmis-manual/>. Access the HMIS Data Dictionary Manual at: [https://www.hudexchange.info/resources/documents/HMIS-Data-](https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf)

[Dictionary.pdf](https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf). Privacy and system security standards remain the same as in the July 30, 2004 Final Notice and can be accessed at:

https://www.hudexchange.info/resources/documents/HEARTH_HMISRequirementsProposedRule.pdf.

The Comparable Database implements certain standards regarding collection and use of data in consideration of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

A.3 Annual Homeless Assessment Report (AHAR)

The Annual Homeless Assessment Report (AHAR) on the extent and nature of homelessness in America is provided to the U.S. Congress. The report is prepared by HUD and provides nationwide estimates of homelessness, including information about the demographic characteristics of homeless persons, service use patterns, and the capacity to house homeless persons. The report is based

primarily on HMIS and Comparable Database data about persons who experience homelessness during a 12-month period.

The AHAR uses aggregate HMIS and Comparable Database data from communities across the country to produce a national report on homelessness. The AHAR is designed to:

- Develop an estimate of the number of homeless persons nationwide;
- Create a descriptive profile of homeless persons;
- Understand service use patterns; and
- Estimate the nation's capacity to house homeless persons.

The AHAR is based on an unduplicated count of homeless persons within each community and focuses on persons who use emergency or transitional shelters. Thus, the AHAR reports only on the number of sheltered homeless persons and does not account for homeless persons who only use a supportive service program, are formerly homeless and living in permanent supportive housing; or are service resistant and do not access any type of homeless service program during the study period.

Eventually, all Continuum of Care will most likely submit AHAR data. Therefore, it is important that all programs, especially those that provide shelter or housing, enter data accurately and in a timely manner. For more information on the AHAR, see <http://www.hudhdx.info/>

A.4 Georgia Comparable Database Organization, Management and Contacts

Project Goals

The goals of the GA Comparable Database Project are:

- 1) Assist homeless persons to navigate the Continuum of Care,
- 2) Assist homeless service agencies with information allowing them to better serve their clients, and
- 3) Assist homeless agencies, local, state and Federal entities with information on numbers of homeless persons, reasons for homelessness, services they require, services they receive, gaps in services, etc.

Project Organization and Contact

DCA is the lead agency overseeing the Georgia Comparable Database project.

ROLES AND RESPONSIBILITIES

Subject to DCA's vendor contract and Participation Agreements, below is a summary of the roles and responsibilities of each party related to the Comparable Database:

End User

- Obtain Client Consent
- Enter and Update Data
- Adhere to the GA Comparable Database Privacy Policy
- Adhere to GA Comparable Database Policies and Procedures

Agency

- Attend Advisory/User Group Meetings
- Ensure Adherence to the GA Comparable Database Privacy Policy
- Ensure Adherence to GA Comparable Database Policies and Procedures
- If an employee leaves the agency, inform DCA via email as soon as possible so that the user account can be deactivated.

Lead Agency Staff (DCA)

- Manage Comparable Database

- Provide training and technical assistance

System Admin Staff

- Repair System Errors in a Timely Manner
- Ensure System is Operational and Accessible

A.5 State and Local Comparable Database Policies

Additional funders (e.g. United Way, Salvation Army, local governments) may have additional requirements regarding the use of the Comparable Database. Agencies should consult each of their funders to ensure they are aware of all relevant requirements.

Section B. Agency and User Procedures

B.1 New Agency Procedures

Step 1. Sign Agency Agreements

1. Complete and return the signed DCA Participating Agency Agreement.
2. Ensure system and equipment requirements are met.

All agency forms should be completed and returned by mail to the HMIS Projects Manager, Georgia Department of Community Affairs, 60 Executive Park South NE, Atlanta, GA 30329. Keep a copy of all documents for your files.

Step 2. Ensure Agency Meets Technical Requirements

Recommended Computer Specifications:

Processor: 300 MHz Processor PC Operating System: Windows 98 or above
Memory: 128 MB RAM
Browser: Internet Explorer or Google Chrome Internet
Access: DSL or better

Agencies must also be able to meet applicable security requirements. Detail on security requirements can be found in section D.2 of this manual.

Step 3. Designate ClientTrack Agency Administrator

Step 4. Designate who will be authorized system users and their access level (End Users)

Section C. Data Entry and Data Quality

C.1 Client Consent. End Users may not enter a Client's personal information into the GA Comparable Database or share such information with third parties without informed written consent. The Client has the right to revoke consent at any time for any reason. If the client wishes to revoke their consent for their information being entered into the GA Comparable Database from the date of revocation moving forward, then the GA HMIS Client Consent Revocation form should be completed, signed, dated and inserted into the client file.

Client Intake:

Client Intake includes entering new client data or updating information for a client that is already in the G A Comparable Database. Any client intake should start with a thorough Client search to make sure the Client is not already in the GA Comparable Database and reduce the number of duplicates. All efforts should be taken to ensure duplicate records are not created within the GA Comparable Database. The GA Comparable Database is a closed system, meaning that End Users cannot search for Clients at other Agencies. However, End Users should do a client search within their own agency to avoid duplication. For further instructions on how to conduct a client search, refer to the ClientTrack

User Guide.

Each agency should enter and/or update the Universal Data Elements for all household members and Program Specific Data Elements (where required) at intake. Detailed information about these data elements can be found below. Ideally, an agency would input the information into the GA Comparable Database during intake, however when paper intake forms are necessary please use the Intake and Project Update forms that have been provided. These forms can also be accessed from the HMIS website: <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>.

Care should be taken to make sure that all of a Client's information is updated (such as housing status, marital status, household, etc.) at intake if they have an existing record in the system.

C.2 Required Data Elements

The HUD Data Standards outline three categories of required data elements. Two of these categories are at the client level and the third, Program Descriptor, is at the program level.

The Universal Data Elements section provides information on data elements required to be collected by all projects using a Comparable Database as part of a CoC implementation. This includes all projects funded by any federal partners and those projects that receive other funding, including those who receive no federal funding.

HUD Universal Data Elements:

The Universal Data Elements are to be collected from all Clients served by all homeless assistance programs reporting to the Comparable Database. The Universal data elements are needed to understand the basic dynamics of homelessness and for HUD to meet Congressional direction to develop unduplicated counts of homeless persons at the local level; describe their characteristics; and identify their use of homeless assistance and mainstream resources.

The Universal data elements are: **Name, Social Security Number, Date of Birth, Ethnicity, Race, Gender, Veteran Status, Disabling Condition, Residence Prior to Program Entry, Project Entry Date, Project Exit Date, Destination, Personal ID, Household ID, Relationship to Head of Household, Client Location, Length of Time on Street, in an Emergency Shelter, or Safe Haven.**

The GA Comparable Database automatically generates the unique person identification number, the project identification number and household identification number data elements.

HUD Program Specific Data Elements:

Program Specific Data Elements as defined in the final Notice, are data elements that are required for programs receiving certain types of funding, but are optional for other programs. Program specific data elements are necessary to complete the Annual Progress Reports (APR's) required by programs.

The program specific data elements that are required for HUD's current APR reporting include: Housing Status, Income and Sources, Non-Cash Benefits, Health Insurance, Physical Disability, Developmental Disability, Chronic Health condition, HIV/AIDS, Mental Health, Substance Abuse, Domestic Violence, Contact, Date of Engagement, Services Provided, Financial Assistance Provided, Referrals Provided, Move –In Date, Housing Assessment Disposition and Housing Assessment at Exit. Some of these elements may be required for certain programs and funding streams.

Program Descriptor Data Elements

These elements are required of all programs in a Continuum of Care and provide descriptive information about an Agency and its programs. For more guidance on the HUD data standards: <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2017.pdf>

Continuum of Care Data Requirements

Each Continuum of Care may have additional data element requirements. You will need to consult with your CoC to verify what additional data elements may be required. Balance of State Continuum of Care Grantees should follow all DCA Comparable Database requirements.

Timelines for Data Entry

Each Agency should follow the guidelines set forth by their respective Continua of Care relating to data entry timelines. However, whenever possible, it is best to input the data as soon as possible, in order to maintain the most current support being offered to a client.

Balance of State Continuum of Care Grantees' data should be entered within one week of intake/enrollment. Clients should be discharged from the Comparable Database program within one week of their discharge.

When Client information is entered, the dates entered for enrollment and discharge should be the ACTUAL dates that an individual entered or left the program, not the date of data entry/update.

C.3 Programs (Enrollment and Discharge)

Program entry and exit dates should be recorded upon any program entry or exit on all Clients. Entry dates should record the first day of service or program entry with a new program entry date for each period/episode of service. Exit dates should record the last day of residence in a program's housing before the Client leaves the shelter or the last day a service was provided.

Program Enrollment:

The GA Comparable Database includes a program enrollment workflow that allows the End User to enroll a Client into one or more programs. The Client remains in the program based upon the expected length of stay as determined by the Agency Administrator. This requires programs to be configured prior to enrolling a Client into a program.

Program Discharge:

In order for a Client to be discharged from a program, the Client must first be enrolled in a program. Once the Client has completed or the time has expired for the Client to be in the program, such as Emergency Shelter or Transitional Housing, the Client should be discharged from the program. Failure to discharge the Client on a timely basis will skew the data and will impact the accuracy of reporting, such as the HUD APR Entry Report and the HUD APR Exit Report.

C.4 Updating Data

Care should be taken to make sure that the Client's information is updated (such as housing status, marital status, household, etc.) each time the Client file is reviewed. At the very minimum, data should be updated at program enrollment, once a year for long term programs, and at program discharge. It is recommended that at every Client visit, the universal data elements be verified to ensure the latest information is complete. Suggested updates that should also occur with each Client visit include: Income, Services Rendered, Housing Status/Residence, Household composition. While there are more suggested data elements, updating Client information should occur as often as reasonably possible.

C.5 Data Quality and Data Integrity

Reducing Duplicates:

All efforts should be taken to ensure duplicate records are not created within the GA Comparable Database. See C.1 "Client Intake" for additional information.

Improving data quality

- One of the most effective ways to collect quality data is to make sure your Agency develops clear data collection and entry standards that are implemented by all staff members entering data into the GA Comparable Database system.
- There should be a shared understanding of purpose and process. Minimally, each Agency staff member should have a document that outlines the data collection process and explains the importance of accurate data and maintaining data quality.
- Establish a rapport with Consumers. Often people in a vulnerable position of being homeless may give incorrect information intentionally or unintentionally for a host of reasons. Inaccurate information can be minimized by establishing a rapport with the consumer.
- Paper forms should closely resemble the layout of the Intake screens within the GA Comparable Database. Intake forms can be found on the DCA website.
- Proofread any hard copy of information that has been entered.
- Periodically review data quality at your Agency. Emphasize and communicate any issues with data quality into already scheduled staff meetings.

Section D. Data Ownership, Security and Access

D.1 Comparable Database Privacy and Security Standards

HUD released HMIS Privacy and Security Standards in the Data and Technical Standards Final Notice on July 30, 2004. The notice presents privacy and system security standards for providers, Continuums of Care and all other entities that use HMIS data. The Comparable Database has more restrictive privacy requirements than a HMIS as outlined in this policy and the GA Comparable Database Privacy Policy.

D.2 Agency Privacy and Security Procedures

Agencies must comply with the current HMIS Privacy, Confidentiality, and Security standards. These standards require, but are not limited to: Installing virus protection software, with an automatic update on every computer that accesses Comparable Database; activating a locking screen saver on every computer that accesses Comparable Database; developing a data privacy policy and notice; posting the agency's privacy notice on its premises and website (if one exists); installing an individual or network firewall; and posting "purpose for data collection" signs at each intake desk. Information on how to develop a privacy policy can be found on DCA's website.

For information about how to implement the security procedures required by HUD, please contact your Continuum of Care Representative.

D.3 Vendor Security Procedures

Vendor Security Policy

Vendor takes every precaution to protect personal information. Vendor's employees are kept up-to-date on Vendor's security and privacy practices and may not view or use personal information stored in the GA Comparable Database without DCA's written consent. Servers with personal information are kept in a secure environment.

Use of this system constitutes express consent to the monitoring of system use and security at all times. If such monitoring reveals possible violations of the law, pertinent information will be provided to law enforcement officials. Persons using the GA Comparable Database or information obtained from it without proper authorization or in violation of these policies and procedures may be subject to civil and/or criminal prosecution. Persons enabling access by an unauthorized individual may also be

subject to internal disciplinary actions in addition to civil and/or criminal prosecution.

Vendor places highest priority on the security of its systems, and the private information they contain. Vendor continually works to protect data and systems.

1. Confidentiality. Access to client information must be tightly controlled.
2. Integrity. Client information must be protected so that it cannot be modified while in transit or storage. Reported data must be accurate.
3. Availability. Systems must be available to users when and where they need them.

Information Security Procedures:

All Vendor employees and volunteers are responsible for protecting the confidentiality and security of the GA Comparable Database and the Client information. Information concerning the security related tasks a Vendor employee is responsible for are included in the employee's job description. Agencies are responsible for ensuring that information printed from the GA Comparable Database is also kept confidential, private and secure.

HIPAA

Agencies that are covered by HIPAA should ensure that they are in compliance with all HIPAA regulations.

D.4 Access to Data

Access to Data for Monitoring

Neither DCA nor Vendor will access an Agency's Client data without the agency's written consent.

Unauthorized Access to the GA Comparable Database:

Any End User accessing the GA Comparable Database must be affiliated with a Participating Agency. Additionally, each End User must attend training required by the End User Agreement to be given a User Id and Password. Unauthorized access is prohibited and are grounds for legal action.

D.5 Client Grievances

Grievance Procedure:

DCA accepts and considers questions or complaints about GA Comparable Database' privacy and security policies and practices. For additional information on how to file a complaint, please see the GA Comparable Database Privacy Policy.

Section E. Reporting

E.1 Introduction to ClientTrack Reporting

The reporting module provides quick intuitive on demand reporting, analysis and data export on the information stored in the GA Comparable Database.

Reports were designed to help Agencies:

- Make better decisions that support the success of their organization
- Know and understand their clients (what is working)
- Tap into and analyze data
- Help manage their organization and resources
- Produce accurate and up to date counts

- Monitor agency performance

The reports can provide End Users a variety of options. An abundance of standard reports and data exports can be accessed by any End User that has access rights.

DCA controls access to different reports for each End User. You should contact DCA if you would like access to the GA Comparable Database reports.

All reports depend on the quality of information captured during data entry. Complete and accurate data is crucial for accurate reporting. Accurate reports, in turn help with funding, grant writing, staffing, tracking services and forecasting.

Section F. System Support, Training and Technical Assistance

F.1 Training

DCA will maintain a training calendar on its website.

F.2 Reporting System Issues

GA Comparable Database provides several ways in which to report system outage, problems, or questions. For issues related to system errors, the Agency and CoC Representative should communicate directly with Vendor. System errors can be reported through the system itself using the “Contact Support” link. Vendor will provide the Steering Committee and project manager with regular updates on any system errors reported and the status of their repair.

End Users can communicate with DCA by clicking on the Help link in the GA Comparable Database.

Section G. Monitoring

G.1 Data Monitoring

Each CoC or funder may have individual monitoring procedures. For specific information on monitoring, Agencies should contact their funder or CoC Representative.

If an Agency receives funding through DCA, Agency utilization of the system is monitored on a quarterly basis in addition to being monitored during on-site visits.

G.2 Privacy and Security Monitoring

Security Audits will be conducted periodically by the DCA Staff pursuant to the baseline standards defined in the HUD 2004 Data and Technical Standards. These Security Audits will focus on the following areas: *Physical access to Systems with access to Comparable Database Data Disaster Protection and Recovery; Disposal; System Monitoring User; Authentication; Electronic Data Submission; Electronic Data Storage Security; Privacy Standards.*

DCA and other funders may also monitor during on-site visits to ensure that the agency is following the key privacy and security standards.

ADDITIONAL RESOURCES

ClientTrack Documents, Forms and Tutorials – <https://www.dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/homeless-management-information-system-hmis>

HUD Homelessness Resource Exchange – <http://www.hudhdx.info/>

End User Participation Agreement

Agency Name (Please Print) (“Agency”): _____

End User Name (Please Print): _____

Agency accesses and inputs its Client’s information into the GA Comparable Database through its contract with the Georgia Department of Community Affairs (DCA). Agency recognizes the privacy needs of its Clients in the design and management of the Georgia Comparable Database, including the need to vigilantly maintain client confidentiality and treating the personal data of our most vulnerable populations with respect and care, while continually improving the quality of homeless and housing services with the goal of eliminating homelessness.

GA Comparable Database End Users (“End Users”) have a moral and legal obligation to ensure that data is being collected, stored, accessed and used appropriately. Each End User must ensure that Client data is only used for the purposes for which it was collected. End Users are responsible to complete proper user training and comply with the GA Comparable Database Privacy Policy and GA Comparable Database Policies and Procedures.

Relevant points regarding client confidentiality include:

- A client consent form must be signed by each client before data is entered in the GA Comparable Database.
- Client consent may be revoked by that client at any time by completing the GA Comparable Database Client Consent Revocation Form. Revocation means that the Agency may not enter the client’s data in the GA Comparable Database from the date of revocation moving forward.
- No client may be denied services for failure to provide consent for GA Comparable Database data collection.
- With the exception of case notes, clients have a right to inspect, receive a copy of, and request changes to their GA Comparable Database records.
- End Users will maintain GA Comparable Database data in such a way as to protect the identity of clients from third parties.
- Any End User failing to protect client confidentiality as set forth in this End User Agreement, the GA Comparable Database Privacy Policy or the GA Comparable Database Policies and Procedures may be denied access to the GA Comparable Database.

By signing this Agreement, End User confirms that he or she has received and read a copy of the GA Comparable Database End User Agreement, the GA Comparable Database Privacy Policy, and the GA Comparable Database Policies and Procedures and affirms the following:

1. I will abide by the terms of the GA Comparable Database End User Agreement, the GA Comparable Database Privacy Policy and the GA Comparable Database Policies and Procedures.
2. I will maintain the confidentiality of client data in the GA Comparable Database as outlined in this GA Comparable Database End User Agreement, the GA Comparable Database Privacy Policy, and the GA Comparable Database Policies and Procedures Manual.
3. I will only collect, enter, and extract data in the GA Comparable Database relevant to the delivery of services to homeless, at risk of becoming homeless, and formerly homeless people experiencing a crisis in our community.

Due to the sensitive nature of the data stored in the GA Comparable Database, each End User is required to be trained in Privacy, Security and Confidentiality practices and End User Onboarding Training prior to being allowed

access. Additionally, End Users will be able to find the training calendar on DCA’s website that lists the availability of any live training, videos and webinars along with registration information.

In Witness Whereof, End User and Agency have, through their duly authorized representatives, entered into this End User Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Signature, End User

Date

I authorize, as the Executive Director (or Designee), the aforementioned End User to have access to the Comparable Database system for this designated agency.

Signature, Executive Director

Date