GA HMIS Policies and Standard Operating Procedures

2021

This document details the policies, procedures, guidelines, and standards that govern the operations of the GA Homeless Management Information System (GA HMIS).

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Introduction

This document details the policies, procedures, guidelines, and standards that govern the operations of the GA Homeless Management Information System (GA HMIS). It outlines the roles and responsibilities of all agencies and persons with access to GA HMIS data, and it contains important and useful information about the ways in which GA HMIS data is secured and protected. All Providers using the GA HMIS should read this document in full and train every end user within its agency and programs to understand its contents as necessary. Appendix A is the End User Participation Agreement, which includes a statement that the user has read and understands these operating procedures as per the Agency Participation Agreement.

The US Department of Housing and Urban Development (HUD), other federal and state Partners, and the GA Collaborative, also known as Continuums of Care (CoCs), require GA HMIS to provide unduplicated statistical demographic reports on the numbers and characteristics of clients served as well as on program outcomes. In order to address the reporting requirements mandated by HUD, the Department of Community Affairs has implemented an electronic management information system that will provide the necessary demographic information and reports. This system is called the GA Homeless Management Information System (GA HMIS) and is administered by the GA Department of Community Affairs (DCA). All Providers funded by HUD, the federal partners, as well as some providers funded locally are required to participate in the GA HMIS, and some privately funded providers participate on a voluntary basis.

Providers participating in the GA HMIS are required to collect and record HUD required data elements for all new and continuing clients in the HMIS. Data entry should be completed with 48 hours for all projects including Emergency Shelters. All Providers using the GA HMIS are also required to comply with HUD's *HMIS Data and Technical Standards* available at https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/.

Georgia recognizes the importance of maintaining confidential client records in a secure environment to ensure that the information is not misused or accessed by unauthorized people. The following Policies and Standard Operating Procedures (SOP) have been developed to establish standards for the collection, storage and dissemination of confidential information by the users of the GA HMIS. Georgia has developed a privacy policy regarding the use and disclosure of data in the GA HMIS and by programs operated directly by GA HMIS (see Appendix A for a copy of this policy).

The GA HMIS is an "open" system which allows for the sharing of client-level data electronically between collaborating agencies, which must adhere to the GA HMIS privacy policy as well as the policies and operating procedures in this document. Agencies may also be able to share information through other methods unrelated to the GA HMIS, as outlined in their specific program policies. Data shared outside of GA HMIS is not able to be controlled or monitored by GA; therefore, this data is not covered by the GA

GA HMIS Policies and Standard Operating Procedures

HMIS privacy policy. DCA as the HMIS Lead and the GA HMIS System Administrators for the GA HMIS are the only entities with access to all client-level information, including personal identifiers, contained in the GA HMIS. Acceptable uses and disclosures of the data are outlined in the GA HMIS privacy policy. For example, DCA may disclose data that is required under a court order issued by a judge, to protect the health and safety of those being served in its programs and may use de-identified data for research and analysis purposes. Except in rare cases, DCA does not provide access to client-level data containing personal identifiers to any non-Participating agency. Additionally, HUD does not require any client-level information from the GA HMIS for the programs it funds. Thus, only de-identified and/or aggregate-level data is shared with non-participating agencies and HUD.

GA HMIS Goals

The goals of the GA HMIS are to support and improve the delivery of homeless services in the jurisdictions it serves. Inclusive in these goals is the improvement of the knowledge base about homelessness that contributes to an enlightened and effective public response to homelessness. The GA HMIS is a tool that facilitates the following:

- *Improvements in service delivery* for clients as case managers assess the client's needs, inform the client about available services on site or through referral, help the client find and keep permanent housing, and improve service coordination when information is shared between programs within one agency that are serving the same client.
- *A confidential and secure environment* that protects the collection and use of all client data including personal identifiers.
- The *automatic generation of standard reports* required by HUD or other stakeholders and funders, including participation in the national Longitudinal System Analysis (LAS) formerly known as the Annual Homelessness Assessment Report (AHAR).
- *Generation of system-level data* and analysis of resources, service delivery needs and program outcomes for Georgia's homeless population.
- A *data collection and management* tool for authorized agencies to administer and supervise their programs.

GA recognizes the need to maintain each client's confidentiality and will treat the personal data contained within the GA HMIS with respect and care. As the guardians entrusted with this personal data, GA has both an ethical and a legal obligation to ensure that data is collected, accessed and used appropriately. Of primary concern to GA are issues of security (i.e. encryption of data traveling over the Internet, the physical security of the GA HMIS servers), and the policies governing the release of this information to the public, government and funders. Meeting the needs of homeless persons served by GA HMIS and its Providers is the underlying and most basic reason for having the GA HMIS and employing it for continued improvements in program quality.

GA HMIS Policies and Standard Operating Procedures

Incorporation and Modification of Other Documents

The GA HMIS Privacy Policy, GA HMIS End User Agreement, the GA HMIS Agency Participation Agreement, the GA HMIS Client Data Sharing Opt-Out, and the GA HMIS Custom Development Policy are incorporated into this Agreement, restated in full, and are attached to this Agreement as Appendices A, B, C, D and E respectively. All five of these documents may be amended from time to time at the discretion of DCA and the GA HMIS Steering Committee, and all parties are bound by such amendments. Notice of any amendments will be done through DCA's current website at: https://www.dca.ga.gov/node/4509/documents/2088

Definitions

Agency Administrator: The person responsible for system administration at the agency level. This person is appointed by an Agency's Executive Director.

Authorized/Participating Agency: Any agency, organization or group who has a GA HMIS Participation Agreement and/or contract with DCA and that is allowed access to the GA HMIS ClientTrack application. These Agencies connect independently to the application via the Internet.

Client: shall mean any recipient requesting services by a Provider or any recipient of services offered by a Provider or Authorized/Participating Agency.

Client-level Data: Data collected or maintained about a specific person. This type of data can be de-identified for purposes of data analysis, which means that personally identifying information is removed from the record for reporting.

CoC HMIS Administrator: The designated individual(s) that provides local support to the respective CoC.

Database: An electronic system for organizing data so it can easily be searched and retrieved; usually organized by fields and records.

Encryption: Translation of data from plain text to a coded format. Only those with the "key" have the ability to correctly read the data. Encryption is used to protect data as it moves over the internet.

Firewall: A method of controlling access to a private network, to provide security of data. Firewalls can use software, hardware, or a combination of both to control access.

GA HMIS: The specific HMIS system utilized by the GA HMIS CoCs and other participating jurisdictions.

GA HMIS Lead Staff: The entity that provides oversight of GA HMIS.

GA HMIS Policies and Standard Operating Procedures

GA HMIS System Administrators: This person has the highest level of user access in GA HMIS and has full access to all user and administrative functions.

HMIS: Homeless Management Information System. This is a generic term for any system used to manage data about homelessness and housing.

HUD HMIS Data and Technical Standards: The initial HUD Data & Technical Standards were published July 30, 2004 Federal Register, Vol. 69, No. 146, pp. 45888 through 45934. The Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA) released the HMIS Data Standards on May 2, 2017. The HMIS Data Standards provide communities with baseline data collection requirements developed by HUD, HHS, and VA.

Identifying Information: Information that is unique to an individual and that may be used to identify a specific person. Examples of identifying information are name and social security number.

Provider: Shall mean any organization within a CoC that provides outreach, shelter, housing, employment and/or social services to homeless people. For the purposes of this document, the term "provider" is synonymous with "Authorized Agency."

Server: A computer on a network that manages resources for use by other computers in the network. For example, a file server stores files that other computers (with appropriate permissions) can access. One file server can "serve" many files to many client computers. A database server stores a data file and performs database queries for client computers.

User: An individual who has approved login credentials to access the GA HMIS *ClientTrack* software.

GA HMIS Policies and Standard Operating Procedures

Organization and Management of GA HMIS

Program Management

Policy: The Georgia Department of Community Affairs (DCA) is responsible for project management and coordination of the GA HMIS. DCA contracts with Eccovia who provides System Administration for the GA HMIS and is responsible for baseline training, system changes, reporting, custom reporting, addressing end user tickets and system change coordination. The GA HMIS Lead Staff is the primary contact for necessary or desired system-wide changes. In this role, the GA HMIS Lead Staff endeavors to provide a uniform GA HMIS that yields the most consistent data for client management, agency reporting, and service planning.

Procedure: All concerns relating to the policies and procedures of the HMIS should be addressed with the GA HMIS Lead Staff.

System Administration

Policy: DCA contracts with Eccovia who provides System Administration for the GA HMIS and is responsible for baseline training, system changes, reporting, custom reporting, addressing end user tickets and system coordination and administration. In the absence of the System Administrator, the backup staff member/proxy for responding to Authorized Agencies is a member of the DCA HMIS Lead team.

Procedure: The GA HMIS System Administrators administers the day-to-day operations of the GA HMIS and is governed by Georgia Bylaws Code of Conduct. Among other things, this Code of Conduct governs access to the Georgia data (client level or otherwise). All system-wide questions and issues should be directed to the GA HMIS System Administrators or the HMIS Lead, if the System Administrator is absent. DCA, the HMIS Lead and the GA HMIS Collaborative are ultimately responsible for all final decisions regarding planning and implementation of the GA HMIS.

CoC HMIS Administration: The CoC HMIS Administrator is selected by the respective CoC management. The CoC HMIS Administrator is responsible for providing support to the agencies within their respective CoC. This support may consist of troubleshooting, additional training, communicating policies and procedures, monitoring data quality, assisting with federal reporting requirements and working with the System Administrators and the HMIS Lead.

GA HMIS Policies and Standard Operating Procedures

Agency Administration

Policy: Each Authorized Agency must designate a staff member to be the GA HMIS Agency Administrator who is responsible on a day-to-day basis for enforcing the data and office security requirements under these Policies and Standard Operating Procedures. While one person per Authorized Agency may be designated as the Agency Administrator, a backup Administrator should be considered.

Procedure: The Executive Director of the Authorized Agency must identify an appropriate Agency Administrator, provide that person's name, and contact information to the GA HMIS System Administrators and respective CoC HMIS Administrator. Changes to that information over time should be reported immediately to the GA HMIS System Administrators and the respective CoC HMIS Administrator. The GA HMIS Lead Staff is responsible for maintaining a current list of Agency Administrators.

Agency Administrators are responsible for the following:

- Serves as the primary contact between the Authorized Agency, GA HMIS System Administrator, the HMIS Lead and the CoC HMIS Administrator.
- Must have a valid email address and be an active, trained user.
- Communicates the need to remove end users from the GA HMIS immediately upon termination from agency, placement on disciplinary probation, or upon any change in duties not necessitating access to GA HMIS information. All changes must be relayed to the GA HMIS System Administrators or proxy.
- Must be technically proficient with web-based software since he/she will be responsible for maintaining the Authorized Agency's GA HMIS User list and contact information.
- Has access to all client data, user data, and agency administration information for the Authorized Agency; thus, is responsible for the quality and accuracy of this data.
- Ensures the stability of the agency connection to the Internet and *GA HMIS system ClientTrack* system, either directly or in communication with other technical professionals.
- Ensures Privacy Posting is posted and visible to all clients.
- Monitors and enforces compliance with standards of client confidentiality and ethical data collection, entry, and retrieval at the agency level.

User Access Levels

Policy: All GA HMIS Users will have a level of access to data that is appropriate to the duties of their position so that information is recorded and accessed on a "need to know" basis. All users should have the level of access that allows efficient job performance without compromising the security of the GA HMIS or the integrity of client information.

Procedure: Each CoC Representative (and/or its CoC HMIS Administrator) will identify the level of access each end user will have to the GA HMIS system ClientTrack database. Privilege levels are detailed below:

GA HMIS Policies and Standard Operating Procedures

- Manage Clients - The ability to create and edit client records and enroll clients in programs
- Manage Programs - The same privileges as "Manage clients" with the addition of the ability to edit relevant program profile information
- Manage Users - The same privileges as "Manage Programs" with the addition of the ability to manage user access and permission to programs
- Manage Agency - The same privileges as "Manage Users" with the addition of the ability to edit Agency information and create/ manage sites
- HMIS Lead – A "super user" privilege level used by the DCA HMIS Lead staff to allow "Manage Agency" access to multiple agencies (a service area).
- System Administrator - Full privileges to GA HMIS - GA HMIS System Administrators, Help Desk, and programmers only

GA Communication with Authorized Agencies

Policy: The GA HMIS Lead Staff is responsible for relevant and timely communication with CoC Representative, who is then in turn responsible to communicate to each agency regarding the GA HMIS. The GA HMIS Lead Staff will communicate system-wide changes and other relevant information to agencies as needed.

Procedure: General communications from the GA HMIS Lead Staff will be directed towards all users. Specific communications will be addressed to the person or people involved. The GA HMIS Lead Staff will be available via email, phone, and mail. The GA HMIS email list will also be used to distribute HMIS information. While specific problem resolution may take longer, the GA HMIS System Administrators will strive to respond to Authorized Agency questions and issues within 24 hours of receipt. CoC HMIS Administrators and Agency Administrators are responsible for distributing information to any additional people at their agency who may need to receive it, including, but not limited to, Executive Directors, client intake workers, and data entry staff. Agency Administrators are responsible for communication with all of their agency's users.

System Availability

Policy: GA and GA HMIS will provide a highly available database server and will inform users in advance of any planned interruption in service**.**

Explanation: A highly available database affords agencies the opportunity to plan data entry, management, and reporting according to their own internal schedules. Availability is the key element in maintaining an HMIS that is a useful tool for Authorized Agencies to use in managing programs and services.

GA HMIS Policies and Standard Operating Procedures

Procedure: No computer system achieves 100% uptime. Downtime may be experienced for routine maintenance, in the event of a disaster, or due to systems failures beyond the control of GA HMIS System Administrators or the GA HMIS Lead Staff. In the event of disaster or routine planned server downtime, the GA HMIS Lead Staff will use Constant Contact to send correspondence that informs users of the cause and duration of the interruption in service. The HMIS ClientTrack system is backed up every four hours and the entire system is backed up daily so it can be restored as quickly as possible if necessary.

Inter-Agency Data Sharing

Policy: GA HMIS is an "open" system, meaning that data can be shared between all GA HMIS participating agencies. While the data is shared, the client can opt-out of sharing their data on a per client basis.

Explanation: The Implementation of Coordinated Entry and community needs ensure the privacy and security policies were designed to permit Inter-Agency data sharing while still safeguarding client confidentiality.

Procedure: When new clients are entered into GA HMIS, the initiating user must inform the client of the uses and disclosure of their personal data and the ability of the client to opt out of data sharing. If the client decides to Opt-Out of sharing, the Client Data Sharing Opt-Out form must be completed and maintained in the client's file, and the Information Release in HMIS must be updated for all household members.

Users may be monitored to ensure compliance with this policy at any time by Agency Administrators, the CoC HMIS Administrators, or the GA HMIS System Administrators. If violations occur, the user may be subject to being permanently banned from GA HMIS and may face possible legal action. If a user feels it is in the best interest of the client, they may further restrict the client's electronic sharing policy by setting sharing to Restrict to Org, but users may never choose to implement a less restrictive data sharing policy.

Ethical Data Use

Policy: Data contained in the GA HMIS will only be used to support or report on the delivery of homeless and housing services in Georgia. Each GA HMIS End User will affirm the principles of ethical data use and client confidentiality contained in the GA HMIS Policies and Standard Operating Procedures Manual, the GA HMIS Agency Participation Agreement, and the GA HMIS End User Agreement. Each Authorized

GA HMIS Policies and Standard Operating Procedures

Agency must have a written privacy policy, including specific policies related to employee misconduct or violation of client confidentiality. All GA HMIS End Users are expected to understand their Agency's privacy policy.

Procedure: All GA HMIS users will sign a GA HMIS System End User Agreement before being given access to the GA HMIS. Any individual or Authorized Agency misusing, or attempting to misuse GA HMIS data will be denied access to the database, and his/her relationship with the GA HMIS may be terminated. Any Authorized Agency for which the relationship with the GA HMIS is terminated may likely be de-funded by the Continuum of Care in which they are located because of the statutory requirement to participate in the Continuum's HMIS.

Access to Core Database

Policy: Only the GA HMIS System Administrators/GA HMIS Lead Staff will have direct access to the GA HMIS database through any means other than the GA HMIS user interface, unless explicitly given permission by GA HMIS System Administrators/GA HMIS Lead Staff.

Procedure: GA HMIS Lead Staff will employ security methods to prevent unauthorized database access.

Client Rights and Confidentiality of Records

Policy: The GA HMIS System operates under *implied consent* to enter and implied consent to share client data in the GA HMIS. Each Authorized Agency is required to post a sign about their privacy policy in a place where clients may easily view it (i.e., at the point of intake - on a clipboard for outreach providers, or in a case management office, and agency website, if they have one). The privacy posting should include a statement about the uses and disclosures of client data as outlined in this document. Written or verbal authorization for inclusion of a client's data in GA HMIS is not required but is implied when a client accepts the services offered by the program.

Clients may opt out of sharing program and transactional data during the intake process. In addition, Clients may opt out of GA HMIS. Clients have the right of refusal to provide personal identifying information to the GA HMIS. In these cases, it will be the responsibility of the CoC to provide alternative methods to capture the information outside of the HMIS system. Such refusal or inability by the client to produce the information shall not be a reason to deny eligibility or services to a client. When a client exercises his/her right of refusal, de-identified demographic (anonymous) information may be entered into the GA HMIS for federal reporting purposes.

Each Authorized Agency shall take appropriate steps to ensure that authorized users only gain access to confidential information on a "need-to-know" basis in accordance with this document and their own Privacy Policy. Duly authorized representatives of GA may inspect client records (including electronic records) at any time, although non-GA HMIS staff will not, as a matter of routine, be permitted to access

protected private information. GA HMIS System Administrators, CoC HMIS Administrators, the HMIS Lead and Authorized Agencies will ensure the confidentiality of all client data as described in this document.

Explanation: The data in the GA HMIS is personal data, collected from people in a vulnerable situation. GA HMIS System Administrators, CoC HMIS Representatives, CoC Administrators, the HMIS Lead and Authorized Agencies are ethically and legally responsible to protect the confidentiality of this information. The GA HMIS will be a confidential and secure environment protecting the collection and use of client data.

Procedure: Access to client data will be controlled using restrictive access policies. Each Authorized Agency must develop and make available a privacy policy related to client data captured in GA HMIS and through other means. A posting that summarizes the privacy policy must be placed in an area easily viewed by clients and must be placed on the Authorized Agency's web site (if they have one). Only individuals authorized to view or edit individual client data in accordance with the stated privacy policies and these Standard Operating Procedures will have access to that data.

Authorized Agency Grievances

Policy: Authorized Agencies will contact the GA HMIS System Administrators to resolve GA HMIS problems including but not limited to operation or policy issues. If an issue needs to be escalated, the GA HMIS System Administrators may contact GA HMIS Lead Staff for further guidance. The GA HMIS Lead Staff and the CoC HMIS Steering Committee will have final decision-making authority over all grievances that arise pertaining to the use, administration, and operation of the GA HMIS.

Procedure: Users at Authorized Agencies will bring GA HMIS problems or concerns to the attention of their Agency Administrator. If problems, concerns, or grievances cannot be addressed by the Agency Administrator, the Agency Administrator will contact their respective CoC HMIS Representative, who may ask for these issues to be stated in writing. If the grievance requires further attention, the GA HMIS Lead Staff may consult with Georgia's legal counsel. The Georgia HMIS Lead along with the GA HMIS Steering Committee shall have final decision-making authority in all matters regarding the GA HMIS.

Client Grievances

Policy: Clients must contact the Authorized Agency with which they have a grievance for resolving of GA HMIS problems. Authorized Agencies will report all GA HMIS related client grievances to the respective CoC Representatives, who in turn, will report these grievances to the GA HMIS Lead Staff. If the Authorized Agency's grievance process has been followed without resolution, the Authorized Agency may escalate the grievance to the respective GA CoC Representative as outlined in the "Authorized Agency Grievances" section.

GA HMIS Policies and Standard Operating Procedures

Procedure: Each Authorized Agency is responsible for answering questions, complaints, and issues from their own clients regarding the GA HMIS. Authorized Agencies will provide a copy of their privacy policy and/or copies of the GA HMIS Privacy Policy or GA HMIS Policies and Standard Operating Procedures upon client request. Client complaints should be handled in accordance with the Authorized Agency's internal grievance procedure, and then escalated to the appropriate CoC Representative in writing if no resolution is reached. The GA HMIS Lead Staff is responsible for the overall use of the GA HMIS and will respond if users or Authorized Agencies fail to follow the terms of the GA HMIS agency agreements, breach client confidentiality, or misuse client data. Authorized Agencies are obligated to report all GA HMIS related client problems and complaints to their CoC Representative, who will determine the need for further action. Resulting actions might include further investigation of incidents, clarification or review of policies, or sanctioning of users and Agencies if users or Agencies are found to have violated standards set forth in GA HMIS Agency Agreements or the Policies and Standard Operating Procedures Manual. If a client request that their data is no longer shared, the user will have the client sign an updated Client Data Sharing Opt-Out form that will be retained in the clients file and change their sharing restrictions to Restrict to Org or Restrict to Basic Demographic Only in the HMIS system.

Authorized Agency Hardware/Software Requirements

Policy: Authorized Agencies will provide their own computers and method of connecting to the Internet, and thus to the GA HMIS ClientTrack system. If possible and as funds permit, GA HMIS Lead Staff or the respective CoC may choose to assist Authorized Agencies in obtaining computers and Internet access for the GA HMIS.

Procedure: Contact your local CoC Representative for the status or assistance.

Hardware/Software Requirements: GA HMIS is web-enabled software; all that is required to use the database is a computer, a valid username and password, and the ability to connect to the Internet using internet browser software (Chrome, Internet Explorer, Firefox, etc.). There is no unusual hardware or additional GA HMIS-related software, or software installation required. The following workstation specifications are recommended.

Minimum Workstation Requirements
- Computer: PC 500 MHz or better
- Web Browser: Google Chrome 4.0.249 or higher, Microsoft Internet Explorer 5 or higher, Mozilla Firefox 3.0 or higher, or Netscape Navigator 6.0 or higher
- Hard Drive: 2 GB
- 64 MB RAM
- Internet Connectivity (broadband or high-speed)
- SVGA monitor with 800 x 600+ resolutions
- Keyboard and Mouse

GA HMIS Policies and Standard Operating Procedures

Recommended Workstation Requirements

- ➢ Computer: 1 Gigahertz Pentium Processor PC
- ➢ Browser: Google Chrome 17.0.963 or higher, Microsoft Internet Explorer 8.0 or higher (preferred)
- ➢ 20 GB Hard Drive
- ➢ 512 MB RAM
- ➢ Broadband Internet Connection - 128 Kbps (hosted version) or LAN connection
- ➢ SVGA monitor with 800x600 + resolution
- ➢ Keyboard and mouse

Although there is no unusual hardware or additional GA HMIS related software required to connect to the database, the speed and quality of the Internet connection and the speed of the hardware could have a profound effect on the ease of data entry and report extraction. A high-speed Internet connection, like a DSL or ISDN line with speeds at or above 128.8 Kbps, is preferred, as is a computer with speeds above 166MHz. Google Chrome 17.0.963 or higher is the recommended platform to eliminate certain technical problems.

Authorized Agency Technical Support Assistance

Policy: GA HMIS System Administrators and the GA HMIS Lead Staff will provide technical assistance including a help desk, training, and ongoing software support for users of the GA HMIS. Technical issues with the GA HMIS software should be addressed by submitting a ticket while logged into the ClientTrack system or submit an email at GAHMISSupport@dca.ga.gov. Internal hardware and internet connectivity issues should be addressed by the Authorized Agency's internal IT staff to the extent possible**.**

Procedure: Hardware and connectivity issues not related to the GA HMIS software are not under the control of the GA HMIS Lead Staff or GA HMIS System Administrators and should be addressed by the Authorized Agency's internal IT staff. Authorized Agencies may send an email to GAHMISSupport@dca.ga.gov for technical support to learn what is necessary to connect to the GA HMIS ClientTrack system as well as to request assistance with the application itself.

Videos, Guides, Etc.

Policy: The GA System Administrators and the GA HMIS Lead Staff will provide an array of materials to assist all GA HMIS End Users on use and functionality of the system. Each GA HMIS End User will be required to view several videos and complete an assessment prior to obtaining system access. These videos, documentation, forms, etc. will be posted on the GA HMIS webpage https://www.dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/homeless-management-information-system-hmis-0

GA HMIS Policies and Standard Operating Procedures

Explanation: A variety of training methods and materials target various learning styles to provide software users with information about how the software product is used. Videos and reference guides will provide specific technical instruction to GA HMIS End Users about how to use GA HMIS ClientTrack.

Procedure: The GA HMIS System Administrators and GA HMIS Lead Staff will create, distribute and update the necessary videos, reference guides, etc. These will include procedures that are held in common for all Authorized Agencies.

Monitoring and Evaluation

Policy: The GA HMIS Lead Staff and participating CoCs will regularly monitor and evaluate the effectiveness of the GA HMIS Implementation and, based on the information received, will continue to make enhancements to the GA HMIS system and the Policies and Standard Operating Procedures as necessary.

Explanation: Monitoring and evaluation helps ensure security and proper usage of the GA HMIS system.

Procedure: The GA HMIS System Administrators will conduct internal system monitoring. This information will be shared with the CoCs and may be used by the CoC to monitor programs funded through the CoC as required by HUD. The HMIS Lead is authorized to conduct monitoring on behalf of the GA HMIS System Administrators and/or their CoC.

GA HMIS Policies and Standard Operating Procedures

Security and Access

User Access

Policy: Only the GA HMIS System Administrators or the GA HMIS Lead Staff will be authorized to grant user access to GA HMIS. User accounts will be unique for each user and may not be exchanged or shared with other users.

Explanation: Unique usernames and passwords are the most basic building block of data security. Not only is each user name assigned a specific access level, but in order to provide to clients or program management an accurate record of who has altered a client record, when it was altered, and what the changes were (called an "audit trail") it is necessary to log a user name with every change. Exchanging or sharing usernames seriously compromises the security of the GA HMIS system, and *will be considered a breach of the system user agreement* and will trigger appropriate repercussions and/or sanctions for the user and agency.

Procedure: Users are not able to access any data until they are trained, all agreements are collected, and the account is activated by GA HMIS staff. The GA System Administrator and GA HMIS Lead Staff will have access to the list of active end user names. Additionally, Agency Administrators will monitor the users in their agency to ensure that accounts are current.

User Changes

Policy: The Authorized Agency Administrator will notify the System Administrator and GA HMIS Lead Staff of needed changes to the Authorized Agency user accounts. This includes revoking authorization for staff who are no longer with the agency and any needed changes to the users' agency access and privilege levels, etc.

Procedure: The Agency Administrator is required to inform the System Administrator through the ticketing system within the ClientTrack application of the need to revoke the user account of a terminated employee immediately upon termination of employment. For employees with user access otherwise leaving the agency, the user account should be revoked at the close of business on the person's last day of employment.

GA HMIS Policies and Standard Operating Procedures

Passwords

Policy: GA End Users will have access to the GA HMIS ClientTrack system via a user name and password. Passwords must be changed a minimum of once every 90 days. Users will keep passwords confidential. Under no circumstances shall a user share a password, nor shall they post their password in an unsecured location; to do so *will be considered a breach of the system user agreement* and will trigger appropriate repercussions and/or sanctions for both the user and agency.

Procedure: Upon sign in with the username and temporary password, the user will be required by the software to select a unique password that will be known only to him/her. Every 90 days, end users will be prompted to change their password. See Section entitled "User Access" for additional detail on Password security.

Password Recovery

Policy: The GA HMIS System Administrators and GA HMIS Lead Staff DO NOT have access to User account passwords.

Procedure: In the event of a lost or forgotten password, the end user will use the password recovery option to reset their password. The system will ask the user for their email address, and then ask for the answer to their security question. As an extra layer of security, End Users may not choose where the password reset email is sent. Once the security question is answered correctly, an email will be sent only to the email address listed in the End User's account profile. If this account is no longer active, the End User must request assistance from the System Administrator or HMIS Lead to reactivate their account. This request must be sent to the GAHMISSupport@dca.ga.gov address. Once users receive the Password reset email which contains a temporary Password, Users must login and change their password immediately before gaining access to Agency and Client data. Each request for a new password is logged in an audit trail.

Extracted Data

Policy: GA HMIS end users will maintain the security of any client data extracted from the database and stored locally, including all data used in custom reporting. GA HMIS users will not electronically transmit any unencrypted client data across a public network. Any custom reports (electronic or printed) which are shared with non-Participating agency, must remove Client and Household names.

Procedure: Data extracted from the database and stored locally will be stored in a secure location (not on floppy disks/CDs or other temporary storage mechanisms like flash drives or on unprotected laptop computers, for example) and will not be transmitted outside of the private local area network unless it is

properly protected via encryption or by adding a file-level Password. The GA HMIS System Administrators will provide help in determining the appropriate handling of electronic files. All security questions will be addressed to the GA HMIS System Administrators via the internal ticketing system. Breach of this security policy will be considered a violation of the user agreement, which may result in personnel action and/or agency sanctions.

Data Access Computer Requirements

Policy: Users will ensure the confidentiality of client data, following all security policies in the GA HMIS Policies and Standard Operating Procedures Manual and adhering to the standards of ethical data use, regardless of the location of the connecting computer. All Policies and Procedures and security standards will be enforced regardless of the location of the connecting computer. The participating CoC may restrict access to the GA HMIS system to specific computers in the future.

Explanation: Because GA HMIS is web-enabled, software end users could conceivably connect to the database from locations other than the Authorized Agency itself, using computers other than agency-owned computers. Connecting from a non-agency location may introduce additional threats to data security, such as the ability for non-GA HMIS users to view client data on the computer screen or the introduction of a virus. If such a connection is made, the highest levels of security must be applied, and client confidentiality must still be maintained. This includes only accessing the GA HMIS via a computer that has virus protection software installed and updated.

Procedure: Each Authorized Agency and Agency Administrator responsibilities:

a) Physical space: Authorized Agencies must take reasonable steps to ensure client confidentiality when authorized users are accessing the GA HMIS system. Authorized end users are required to conduct data entry in a protected physical space to prevent unauthorized access to the computer monitor while confidential client information is accessible.

b) Use of a non-agency computer located in a public space (i.e. internet café, public library) to connect to HMIS is discouraged.

c) Time-Out Routines: Time-out (login/logout) routines on every computer to shut down access to the GA HMIS ClientTrack system when a computer is unattended. Time-out routines will be engaged at a minimum after 10 minutes of inactivity or at other intervals as GA HMIS Steering Committee determines.

d) Each computer that accesses GA HMIS ClientTrack system must have current virus software that updates automatically installed.

e) If the GA HMIS ClientTrack system is accessed over a network, the network must be protected by a hardware or software firewall at the server. A stand-alone machine that accesses the GA HMIS client data must also have a hardware or software firewall installed and active. This may be the firewall protection included as part of the operating system or the virus protection software installed on the computer.

GA HMIS Policies and Standard Operating Procedures

Questions about security of the GA HMIS should be referred to the GA HMIS System Administrators via the internal ticketing system.

GA HMIS Policies and Standard Operating Procedures

Agency Participation Requirements

GA HMIS Agency Participation Agreements

Policy: Only Authorized Agencies will be granted access to the GA HMIS ClientTrack system. The GA CoCs shall make the sole determination to identify Authorized Agencies that will participate in their Continuum of Care. The Executive Director of each Authorized Agency will be required to sign a "GA HMIS Agency Participation Agreement" (Appendix B) binding their organization to the GA HMIS Policies and Standard Operating Procedures and all applicable Federal, State, and local laws and regulations regarding the handling of client data before access is granted.

Procedure: Authorized Agencies will be given a copy of the GA HMIS Agency Participation Agreement, the Policies and Standard Operating Procedures Manual, and any other relevant GA HMIS paperwork prior to any end user for the agency accessing the ClientTrack system. The Executive Director should review and then sign the paperwork and return to the GA HMIS Lead Staff. The Agency account must be setup first prior to activating an end user account under that agency.

User Accounts

Policy: In order to activate an account, an end user review and sign the GA HMIS End User Agreement and send to the GA HMIS Lead Staff. Additionally, Agency end users will be trained to use GA HMIS ClientTrack system by completing the initial end user video playlist or by the System Administrator at a training sessions scheduled by the GA HMIS System Administrators or GA HMIS Lead Staff. Once training has been completed, the end user will complete the associated training assessment and then will activate each user's account.

Sharing of accounts, User IDs, or Passwords is strictly prohibited. Users may not even share accounts, User IDs, or Passwords with management within their agency.

Procedure: Each Agency Administrator (or Executive Director) will identify the authorized users for the agency. These authorized usernames should be submitted to the GA HMIS System Administrators via the internal ticket system of the need to set up new authorized end user accounts.

GA HMIS System User Agreements

Policy: Each Authorized Agency User will sign a GA HMIS Agency Participation Agreement before being granted access to the GA HMIS.

GA HMIS Policies and Standard Operating Procedures

Explanation: Before being granted access to the GA HMIS, each user must sign a GA HMIS End User Agreement, stating that he/she will abide by the GA HMIS Policies and Standard Operating Procedures Manual, will appropriately maintain the confidentiality of client data, and will only collect, enter, and retrieve data in the GA HMIS relevant to the delivery of services to people in housing crisis.

Procedure: The GA HMIS Lead Staff will distribute GA HMIS System End User Agreements to new GA HMIS Users for signature. The user will complete the GA HMIS System End User Agreement via the Cognito Form that will be accessed by the GA HMIS Lead Staff. The existence of a signed GA HMIS End User Agreement for each active user will be verified in any on-site reviews or may be checked during regular monitoring of contracts. Allowing a user access to the GA HMIS system without a signed user agreement is a violation of the GA HMIS Policies and Standard Operating Procedures and may result in sanctions.

Training

Policy: The GA HMIS System Administrators and GA HMIS Lead Staff are responsible for defining training needs and organizing training sessions for Authorized Agencies. Various training options will be provided, to the extent possible, based on the needs of GA HMIS end users. GA HMIS ClientTrack training materials will be provided on https://www.dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/homeless-management-information-system-hmis-0 that may be used by Agency Administrators, CoC Representatives and CoC Admins to provide extra training opportunities.

Explanation: In order for the GA HMIS to be a benefit to clients, a tool for Authorized Agencies and a guide for planners, all users must be adequately trained to collect, enter, and extract data.

Procedure: The GA HMIS System Administrators and GA HMIS Lead Staff will provide access to training for all GA HMIS users. The GA HMIS System Administrators and GA HMIS Lead Staff will provide support to Agency Administrators, CoC Representatives and CoC Admins, who will in turn provide for end user training above and beyond the initial training.

Contract Termination Initiated by Authorized Agency

Policy: Authorized Agencies that are not required to use the GA HMIS may terminate the GA HMIS Agency Participation Agreement with or without cause upon 30 days written notice to GA HMIS and according to the terms specified in the GA HMIS Agency Participation Agreement. In the event of termination of the GA HMIS Agency Participation Agreement, all data entered into the GA HMIS will remain an active part of the GA HMIS system.

GA HMIS Policies and Standard Operating Procedures

Explanation: While Authorized Agencies who are not required to use the GA HMIS may terminate the GA HMIS Agency Participation Agreement, the data entered prior to that termination would remain part of the database. This is necessary for the database to provide accurate information over time and information that can be used to guide planning for community services in GA. The termination of the GA HMIS Agency Participation Agreement may affect other contractual relationships with DCA, HUD, or other funders.

Procedure: For Authorized Agencies that are not required to use the GA HMIS and that are terminating the GA HMIS Agency Participation Agreement, the person responsible for signing the GA HMIS Agency Participation Agreement (or a person in the same position within the agency) will notify the GA HMIS System Administrators 30 days or more prior to the date of termination. In all cases of termination of GA HMIS Agency Participation Agreement, the GA HMIS System Administrators will disable all user accounts from that Authorized Agency on the date of termination of agreement.

Contract Termination Initiated by GA

Policy: DCA may terminate the GA HMIS Agency Participation Agreement for non-compliance with the terms of the agreement or with the GA HMIS Policies and Standard Operating Procedures with written notice to the Authorized Agency. DCA may also terminate the GA HMIS Agency Participation Agreement with or without cause with 30 days written notice to the Authorized Agency and according to the terms specified in the GA HMIS Agency Participation Agreement. If a GA HMIS contract is terminated under the terms of that contract, the GA HMIS Agency Participation Agreement(s) for GA HMIS access for that/those Agency(s) will also be terminated. In that case, access may be renegotiated by DCA and the agency if appropriate and in accordance with these standard operating procedures. The termination of the GA HMIS Agency Participation Agreement or contract with DCA may affect other contractual relationships with GA, HUD, or other funders. In the event of termination of the GA HMIS Agency Participation Agreement or GA HMIS contract, all data entered into the GA HMIS will remain a part of the GA HMIS. If termination of the GA HMIS Agency Participation Agreement occurs, all Authorized Agency end user accounts will be disabled on the date the GA HMIS Agency Participation Agreement is terminated.

Explanation: While DCA may terminate the GA HMIS Agency Participation Agreement with the Authorized Agency, the data entered by that Authorized Agency prior to termination of the agreement would remain part of the database. This is necessary for the database to provide accurate information over time and information that can be used to guide planning for community services in GA. The termination of the GA HMIS Agency Participation Agreement may affect other contractual relationships with GA, HUD, or other funders.

Procedure: **Any** GA HMIS Authorized Agency regardless of their funding can be terminated if they demonstrate willful neglect or disregard of the Standard Operating Procedures. If the agreement with an authorized agency or collaborative of authorized agencies is terminated, that/those Agency(s) will be terminated from GA HMIS. For Authorized Agencies that are not required to use the HMIS system and

GA HMIS Policies and Standard Operating Procedures

which the GA HMIS Agency Participation Agreement is terminated, the GA HMIS System Administrators will notify the CoC Representative 30 days or more from the date of termination. The CoC will notify the Provider Agency. In all cases of termination of the GA HMIS Agency Participation Agreement, the GA HMIS System Administrators will disable all user accounts from that Provider Agency on the date of termination of agreement.

GA HMIS Policies and Standard Operating Procedures

Data Collection, Quality Assurance and Reporting

Required Data Collection

Policy: Authorized Agencies funded by HUD (as either a recipient or subrecipient) are required to participate in HMIS by HUD. Other providers contracted by other State or Federal departments may also be required to participate in the GA HMIS. All Authorized Agencies that participate in HMIS are considered "Covered Homeless Organizations" (CHO) and are required to comply with HUD's *HMIS Data and Technical Standards* unless those standards are in conflict with local laws. This includes the collection of required data elements.

Authorized Agencies shall collect and enter all HUD required data elements on every client served by the Provider upon intake into the Provider's facility or program. Authorized Agencies may choose to collect more client information for their own case management and planning purposes or to comply with requirements from their CoC or funders.

Timeliness of Data Entry: Providers are required to enter basic client intake data into the GA HMIS within 48 hours of a client being served which includes their entry or exit from their Program.

Procedure: Each agency should review and enter all HUD required data into GA HMIS as specified by HUD per Program Type.

Implied Consent

Policy: Each agency must post a sign at each intake or comparable location and on its web site, (if applicable) explaining the reasons for data collection for those seeking services. Implied Consent is utilized for entering of data into GA HMIS. If a client chooses to not share their data through GA HMIS, all of the client's data may still be collected and stored in GA HMIS, but data sharing must be changed to Share Demographic Only or Restrict to Org for that client's record.

Explanation: Privacy Policies should be in effect for each agency to both inform clients about the uses and disclosures of their personal data and to protect the agency by establishing standard practices for the use and disclosure of data. A client has the right to choose not to share their data. Each client must give permission for the disclosure and/or use of any client data outside of the privacy policy developed and posted by the agency. Policies must contain enough detail so that the client may make an informed decision. Clients may withdraw permission to have their personal protected information in the HMIS, or may make a request to see copies of his or her client record.

GA HMIS Policies and Standard Operating Procedures

Procedure: Authorized Agencies will develop a privacy posting, which will be posted in appropriate areas for client review.

Data Sharing

Policy: The GA HMIS privacy policy defaults to an implied consent to share. Clients are provided the opportunity to revoke this consent. If the client chooses to revoke their consent, GA HMIS participating/authorized agencies must record this revocation by using the GA HMIS Client Data Sharing Opt-Out form. The agency should include in its privacy policy that data collected by the agency is disclosed to the DCA HMIS Lead as part of its administrative responsibility for the GA HMIS and that the data may be used for analysis and reporting purposes. DCA HMIS Lead will only report aggregate and/or de-identified data as part of its responsibilities and agrees to maintain the data with the highest level of confidentiality and within the security guidelines set forth in this document.

Procedure: Each client must have a signed GA Client Data Sharing Opt-Out if they choose not to share their data and the user must make this also make this change in the HMIS system.

Appropriate Data Collection

Policy: GA HMIS end users will only collect client data relevant to the delivery of services to people in housing crises as required by HUD and/or required by funders or by law**.**

Explanation: The purpose of the GA HMIS is to support the delivery of homeless and housing services in Georgia. The database should not be used to collect or track information not related to serving people in housing crises or otherwise required for policy development, planning, or intake purposes.

Procedure: Agency Administrators will ask the GA HMIS System Administrators for any necessary clarification of appropriate data collection. The GA HMIS System Administrators, in consultation with GA HMIS Steering Committee, will make decisions about the appropriateness of data being entered into the database. The GA HMIS Lead Staff may periodically audit an agency's data collection practices to ensure the database is being used appropriately.

Ownership

Policy: The GA HMIS, including any and all data stored in the GA HMIS, is the property of the DCA. DCA has authority over the creation, maintenance, and security of the GA HMIS. Violations of the GA HMIS Agency Participation Agreement, the Standard Operating Procedures, and Privacy Policies may be subject to discipline and/or termination of access to the GA HMIS.

GA HMIS Policies and Standard Operating Procedures

Procedure: The GA HMIS Agency Participation Agreement includes terms regarding the maintenance of the confidentiality of client information, an acknowledgement of receipt of the Policies and Standard Operating Procedures Manual, and an agreement to abide by all policies and procedures related to the GA HMIS including all security provisions contained therein. Because programs participating in the GA HMIS are funded through different streams with different requirements, DCA shall maintain ownership of the database in its entirety in order that these funders cannot access data to which they are not legally entitled.

Data Entry - Client Profile Sharing Level

Policy: Data Sharing in the GA HMIS utilizes implied consent, as outlined in the Privacy Policy. Users will accurately record the real time data sharing level(s) as indicated by the client.

Procedure: Client information will be shared unless the client expressly requests to restrict the data sharing policy as Share Demographic Data Only or Restrict to Org in the client's profile. It is imperative that, once a data sharing policy is set up for a client, users at the Authorized Agency keep this information current.

Additional Customization

Policy: Authorized Agencies may request additional desired customization (such as special reports) directly from the respective CoC Representative. Agency or CoC level customizations will be considered by the GA HMIS Steering Committee on a case-by-case basis. Appendix E covers the GA HMIS Custom Development Policy if the customization requires development.

Explanation: It is the responsibility of individual Agencies to determine the best way to use GA HMIS for internal data collection, tracking, and reporting. This may include purchasing additional customization.

Procedure: Authorized Agencies will contact their CoC Representative in order to discuss additional customization needs.

GA HMIS Policies and Standard Operating Procedures

Data Integrity

Policy: GA HMIS users will be responsible for the accuracy of their data entry. Authorized Agency leadership will be responsible for ensuring that data entry by users is being conducted in a timely manner and will ensure the accuracy of the data entered. Data may also be used to measure program efficacy, which influences funding opportunities during competitive funding processes such as the annual Continuum of Care application to HUD or annual ESG applications.

Procedure: It is the responsibility of each Authorized Agency and the respective CoC to monitor the quality and accuracy of its GA HMIS data. However, the GA HMIS Lead Staff may periodically audit data integrity. In order to test the integrity of the data contained in the GA HMIS, the GA HMIS System Administrators will perform periodic data integrity checks on the GA HMIS. The data integrity checks will include reporting of "overlaps," possible verification of data and comparison to hard files, as well as querying for internal data consistency and null values. Any patterns of error will be reported to the GA HMIS Lead Staff and the GA HMIS Steering Committee. When patterns of error have been discovered, users will be required to make corrections where possible, correct data entry techniques, and improve the accuracy of their data entry.

Quality Control: Data Integrity Expectations

Policy: Accurate and consistent data entry is essential to ensuring the usefulness of the GA HMIS. Authorized Agencies will provide acceptable levels of timeliness and accuracy. Authorized Agencies without acceptable levels of data quality may incur sanctions as instituted by the respective CoC until the problems are addressed.

Procedure: The Continuum of Care will perform data integrity checks on its respective GA HMIS authorized agencies.

On-Site Review

Policy: The DCA Lead may perform reviews of an Authorized Agency's procedures related to the GA HMIS as part of monitoring. Additional monitoring may take place by funding bodies or CoCs.

Procedure: Reviews enable the GA HMISs Lead and the CoCs to monitor compliance with the Policies and Standard Operating Procedures Manual and GA HMIS Agency Participation Agreements. The exact procedures for on-site reviews will be determined in advance of the actual on-site review.

GA HMIS Policies and Standard Operating Procedures

Client Data Retrieval

Policy: Any client may request to view, or obtain a printed copy of, his or her own records contained in the GA HMIS. This information should be made available to clients within a reasonable time frame of the request. No client shall have access to another client's records in the GA HMIS.

Procedure: A client may ask to see his or her own record. The Agency Administrator will verify the client's identity and print all requested information. The client may request changes to the record. The agency can follow applicable laws regarding whether to change information based on the client's request. A log of all such requests and their outcomes should be kept on file in the client's record.

Public Data Retrieval

Policy: The GA HMIS Lead Staff will address all requests for data from entities other than Authorized Agencies or clients. No individual client data will be provided to any group or individual that is neither the Authorized Agency that entered the data or the client him or herself without proper authorization or consent.

Procedure: All requests for data from anyone other than an Authorized Agency or a client must be directed solely to GA HMIS Lead Staff. GA may also issue periodic public reports about homelessness and housing issues in the areas covered by GA HMIS. No individually identifiable client data will be reported in any of these documents.

Data Retrieval Support/Reporting

Policy: Authorized CoC HMIS Administrators will create and run CoC- level and agency-level reports.

Explanation: Authorized CoC HMIS Administrators and the System Administrators have the ability to create and execute reports on CoC –wide and agency-wide data, depending on their access level. This allows Authorized CoC HMIS Administrators to support CoC-level and agency-level goals.

Procedure: The CoC HMIS Administrators will be trained in the use of reporting tools by the System Administrator. The System Administrator will provide query functionality and templates for reports specifically for GA HMIS. The System Administrator may assist with the development of or running of reports/queries.

GA HMIS Policies and Standard Operating Procedures

DATA SHARING & SECURITY

- Clients are uniquely identified by a database-managed identity field.
- GA HMIS maintains the following:
    a. User permissions are assigned by role and by Agency/Site
    b. Users are logged out of the system after a configurable period of inactivity (20 minutes)
    c. Passwords must be changed periodically (90 days)
    d. Inactive end users must contact the System Administrator to re-activate the end user account.
- GA HMIS uses HTTPS/SSL Standards for data transmission.
- Passwords must be updated every 90 days and cannot be reused.

DISASTER RECOVERY

- Eccovia manages disaster recovery for the GA HMIS application.
- A full back up of the Database is performed nightly. Incremental and Transactional backups are done periodically during the day. All back up files are moved off site.

GA HMIS Policies and Standard Operating Procedures

Appendix A: GA HMIS Privacy Policy

GA HMIS Policies and Standard Operating Procedures

Appendix A: GA HMIS Privacy Policy

This notice describes the privacy policy of the Georgia Homeless Management Information System ("GA HMIS"). GA HMIS is administered by the HMIS Lead Agency, the Georgia Department of Community Affairs ("DCA"), operating on behalf of the Georgia Housing and Finance Authority (GHFA). DCA administers GA HMIS on behalf of the regional homeless services planning bodies (individually referred to as "Continuum of Care" or "CoC" and collectively referred to as "The Collaborative" or "CoCs") in Georgia that participate in the statewide GA HMIS implementation. DCA may amend this GA HMIS Privacy Policy at any time, and will maintain a record of any changes made, as well as post new versions on the GA HMIS website located at https://www.dca.ga.gov/node/4509/documents/2088

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

In relation to this personal information, users entering data in the GA 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 GA HMIS Participating Agencies agree to allow users of the GA 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 GA HMIS, with the exception of case notes;
- Ask the agency entering data for the GA HMIS to correct inaccurate or incomplete information within the record;
- Ask about the GA HMIS' privacy policy or practices;
- File a grievance regarding GA HMIS' privacy policies and practices. DCA 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 GA HMIS, administered by DCA, which is the lead agency for the GA HMIS. DCA's main office is located at 60 Executive Park South,

GA HMIS Policies and Standard Operating Procedures

Atlanta, GA 30329. DCA's phone number for purposes of GA HMIS is (404) 679-4840. Information about GA HMIS is on DCA's web site, which is located at https://www.dca.ga.gov/node/4509/documents/2088.

2. The policy and practices in this notice cover the processing of protected personal client information by users of the GA HMIS within The Collaborative. This notice covers all personal information policies set forth by DCA in its role as a program administrator for CoC programs and in its role as the administrator of the GA HMIS. GA HMIS Participating Agencies may have additional privacy policies on information entered and accessed by users.

3. Protected Personal information (PPI) is any information GA 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. DCA and each CoC in The Collaborative 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, GA HMIS Participating Agency users, Funders and others how personal information is processed by the GA HMIS Collaborative.

6. DCA may amend this notice and change the policy or practices at any time. Amendments may affect personal information that DCA or the GA HMIS Participating Agencies obtained before the effective date of the amendment. Any changes to this privacy policy will be posted as a notice at https://www.dca.ga.gov/node/4509/documents/2088.

7. DCA and/or GA HMIS Participating Agencies will provide a written copy of this notice to any individual or organization that requests one. DCA also maintains a copy of this notice on its website located at https://www.dca.ga.gov/node/4509/documents/2088.

GA HMIS Policies and Standard Operating Procedures

B. How and Why We Collect Personal Information

1. DCA (including DCA's contractors), CoC Administrator Agencies (an agency other than DCA, duly authorized in writing by a respective CoC, to have an employee(s) with access to the client-level data of that specific CoC for purposes of system administration activities), and the GA 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 DCA or DCA's contractors;
   - 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 GA HMIS Steering Committee to inform policy decisions; and
   - When required by law.

2. DCA (including DCA's contractors), CoC Administrator Agencies, and the GA HMIS Participating Agencies use only lawful and fair means to collect and/or maintain personal information.

3. By seeking assistance at one of the GA 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 GA HMIS.

4. DCA (including DCA's contractors), CoC Administrator Agencies, and the GA 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;
   - DCA's contractors and/or GA HMIS Participating Agency users that are providing services.

5. GA HMIS Participating Agencies are required to post a sign at their intake desks or offices explaining the reasons personal information is requested. GA HMIS 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 GA HMIS Participating Agencies are required to adopt their own privacy policies and postings for data collection unrelated to GA HMIS, DCA provides a posting template to GA HMIS Participating Agencies which reads:

GA HMIS Policies and Standard Operating Procedures

Privacy Posting
Georgia Homeless Management Information System

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 GA Homeless Management Information System (GA HMIS), a computerized system that collects and stores basic information about the persons who receive services from this Agency. The goal of the GA 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 in order 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 GA 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 Georgia HMIS Privacy Policy is available upon request for your review.

C. Usage and Disclosure of Personal Information

1. ***DCA, CoC Administrator Agencies, and the GA 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. GA HMIS users may share portions of client records with GA 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 DCA, a CoC Administrator Agency, or a GA 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
- DCA, a CoC Administrator Agency, or a GA 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 DCA, a CoC Administrator Agency, or a GA HMIS Participating Agency makes a permitted disclosure about a victim of abuse, neglect or domestic violence, DCA, the CoC Administrator Agency, or the GA 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 DCA, the CoC Administrator Agency, or the GA HMIS Participating Agency believes informing the individual would place the individual at risk of serious harm, or
  ii. DCA, the CoC Administrator Agency, or the GA 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 DCA 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 DCA or the premises of a GA 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.

2. ***DCA and CoC Administrator Agencies*** may use or disclose personal information for activities set forth below and for activities; DCA determines to be compatible with such activities. DCA assumes that you consent to the use or disclosure of your personal information for such purposes.

a) To carry out maintenance and operation of GA 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 DCA and/ or with a CoC Administrator Agency, 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 DCA and/ or the CoC Administrator Agency, (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 DCA and/ or the CoC Administrator Agency; 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 DCA, a CoC Administrator Agency, or the GA 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 GA HMIS, with the exception of case notes. DCA, a CoC Administrator Agency, and/or the GA HMIS Participating Agency, will respond to any such request made by a client within a reasonable time frame, usually 2-3 business days. GA HMIS Participating Agency staff will offer to explain any information in the file. For data that is maintained by DCA as the administrator of GA HMIS but was not entered by the DCA staff, DCA may require that the request for inspection be managed through the GA HMIS Participating Agency that entered the information.

2. DCA, a CoC Administrator Agency, and/or the GA HMIS Participating Agency will consider requests for correction of inaccurate or incomplete personal information from clients. If DCA, a CoC Administrator Agency, and/or the GA HMIS Participating Agency agrees that the information is inaccurate or incomplete, the personal information may be deleted or supplemented with additional information.

3. To inspect, get a copy of, or ask for correction of personal information, a client can contact any GA HMIS Participating Agency staff member at the GA HMIS Participating Agency at which he or she received services. The appropriate GA 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. DCA, a CoC Administrator Agency, and/or a GA 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 (DCA, the CoC Administrator Agency, and/or the GA HMIS Participating Agency) will explain the reason for the denial. DCA, the CoC Administrator Agency, and/or the GA 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. DCA, a CoC Administrator Agency, and/or a GA HMIS Participating Agency may reject repeated or harassing requests for access or correction

E. Data Quality

1. The Collaborative 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 Collaborative seeks to maintain only personal information that is accurate, complete, and timely.

GA HMIS Policies and Standard Operating Procedures

2. DCA 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, DCA may choose to remove identifiers from the information so that the data can be maintained for analysis purposes.

3. DCA 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. DCA, on behalf of The Collaborative, accepts and considers questions or complaints about GA 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 GA HMIS Participating Agencies using GA HMIS, the client should first follow the questions and/or grievance procedure of that organization. If the grievance cannot be resolved at the GA HMIS Participating Agency level, the question/complaint should be addressed to DCA in writing or in person for resolution. DCA's main office is located at 60 Executive Park South, Atlanta, GA 30329. DCA's phone number for purposes of GA HMIS is (404) 679-4840;
   - If the complaint is received by DCA, in writing or in person, about a GA HMIS Participating Agency or about an internal program, it will be reviewed by the staff responsible for administering GA HMIS first. If the question or complaint cannot be resolved at that level it will be brought to the attention of the GA HMIS Steering Committee and/or DCA's Office of General Counsel, whichever is most appropriate for the particular situation.

2. All members of DCA (including employees, volunteers, affiliates, contractors and associates), CoC Administrator Agencies and GA HMIS Participating Agencies are required to comply with this notice. Each individual with access to GA HMIS must receive and acknowledge receipt of a copy of this notice and pledge to comply with this notice in writing.

GA HMIS Policies and Standard Operating Procedures

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 – New policy Draft (Insert approval date here and remove drafts below)
    - October 19th, 2015 (Initial revised Draft)
    - Appendix D: GA HMIS Client Consent Form December 14th, 2015 (2nd revised Draft)
- Version 3 – GA HMIS Interim Policies and Standard Operating Procedures
    - December 2017
- Version 4 – GA HMIS Policies and Standard Operating Procedures – January 2018
- Privacy Policy Temporary Emergency Addendum Extension – June 10, 2020
- Version 5 – Update to Reflect New Changes to the Privacy Policy – April 15, 2021

GA HMIS Policies and Standard Operating Procedures

Appendix B: GA HMIS End User Participation Agreement

GA HMIS Policies and Standard Operating Procedures

Appendix B: GA HMIS End User Participation Agreement

Agency Name (Please Print): _____

End User Name (Please Print): _____

Agency accesses and inputs its Clients' data into the Georgia Homeless Management Information System ("GA HMIS") through its contract with the Georgia Department of Community Affairs. Agency recognizes the privacy needs of its Clients in the design and management of the GA HMIS, including the need to diligently 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 HMIS End Users ("Users") refers to Agency employees, volunteers, contractors, or any other agents of the Agency authorized to have, and having, access to the HMIS. Users have a moral and a legal obligation to ensure that the data is collected, stored and accessed appropriately and is used only for the purposes for which it was collected. Users must complete proper user training and comply with the GA HMIS Privacy Policy and GA HMIS Policies and Procedures.

Relevant points regarding client confidentiality include:
- A Client may revoke client consent t o s h a r e at any time by completing the GA Client D a t a S h a r i n g O p t - O u t Form at any GA HMIS participating agency.
- No Client may be denied services if they choose to revoke consent to data sharing or collection.
- With the exception of case notes, Clients have a right to inspect, receive a copy of, and request changes to their GA HMIS records.
- Users will maintain GA HMIS data in such a way as to protect the identity of Clients from third parties.
- Any User failing to protect client confidentiality as set forth in this User Agreement, the GA HMIS Privacy Policy, or the GA HMIS Policies and Procedures may be denied access to the GA HMIS.

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

1. I will abide by the terms of the GA HMIS User Agreement, the GA HMIS Privacy Policy and the GA HMIS Policies and Procedures.
2. I will maintain the confidentiality of client data in the GA HMIS as outlined in this User Agreement, the GA HMIS Privacy Policy, and the GA HMIS Policies and Procedures.
3. I will only collect, enter, and extract data in the GA HMIS relevant and necessary to provide service to the individual that may include the delivery of services to homeless, at risk of becoming homeless, and formerly homeless people experiencing a crisis in our community.

GA HMIS Policies and Standard Operating Procedures

In witness whereof, 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 hereby agree to the terms thereof.

_____   _____

User Signature   Date

I authorize, as the Executive Director (or Designee), the aforementioned User to have access to the GA HMIS for this Agency.

_____   _____

Executive Director Signature   Date

GA HMIS Policies and Standard Operating Procedures

Appendix C: GA HMIS Agency Participation Agreement

GA HMIS Policies and Standard Operating Procedures

Appendix C: GA HMIS Agency Participation Agreement

_____ ("Agency") has elected to participate in the Homeless Management Information System ("GA HMIS"). The HMIS software is licensed by the Georgia Housing Finance Authority, who has designated it to be solely administered by the Georgia Department of Community Affairs ("DCA"). The GA HMIS is a database that collects and maintains information on the characteristics and service needs of clients, 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.

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 any other agents of the Agency.

   ii.   "Client" is a person receiving or requesting services or a referral from the Agency.

   iii.   "Client Information" refers to both Non-Identifying Information and Identifying Information about a Client entered into GA HMIS.

   iv.   "Non-Identifying Information" is   Client information that does not include Identifying Information.

   v.   "DCA staff" are employees, contractors or agents of DCA who DCA designates to administer the GA HMIS and provide support to Agency as outlined in this Agreement.

   vi.   "End User" is Agency staff with authority to access GA HMIS by signing the GA HMIS End User Agreement.

   vii.   "Enter(ing)" or "entry" is the entry of any Client Information into the GA HMIS.

   viii.   "Identifying Information"   refers to Client information in the GA HMIS 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.

   ix.   "Participating Agency" refers to any Agency that has signed this Agreement.

   x.   "Share(ing)," or "information share(ing)" refers to providing Client Information in GA HMIS to other Participating Agencies through the GA HMIS platform.

   xi.   "Vendor" is the organization that contracts with DCA to provide the GA HMIS software.

B. DCA's Access and Use. DCA staff may use Client Information to administer and manage GA HMIS, conduct analysis, coordinate services, test, problem identification and resolution, data aggregation and analysis, prepare reports in a de-identifying form, and carry out other duties regarding administration of the GA HMIS.

GA HMIS Policies and Standard Operating Procedures

C. <u>Incorporation and Modification of Other Documents</u>. The GA HMIS End User Agreement, the GA HMIS Standard Operating Policies and Procedures, GA HMIS Privacy Policy, and the GA HMIS Custom Development Policy are hereby incorporated into this Agreement and attached as Appendices A, B, C, D and E respectively. Any reference to "Agreement" in this document includes reference to these Appendices. DCA may amend the Appendices from time to time with input from the GA HMIS Steering Committee and Agency is bound by such amendments. Notice of any amendments will be done through DCA's website.

Notwithstanding any other provision of this Agreement, Agency's use of and participation in the GA HMIS, and the use, disclosure, and submission of data to and from the GA HMIS shall, at all times, be governed by the GA HMIS Privacy Policy and the GA HMIS Policies and Procedures. The GA HMIS Privacy Policy shall   control any disagreements between the referenced documents.

2.   Confidentiality:

A. Agency shall not:

      i. Enter Client Information into the GA HMIS that Agency is not authorized to enter, or
      ii. Disclose Client Information that Agency is not authorized to disclose.

By entering Client Information into the GA HMIS, Agency represents that it has the authority to enter such C l i e n t I nformation into the GA HMIS. To the best of Agency's knowledge, any information entered into the GA HMIS 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 that restrict Agency's ability to disclose or enter   certain data elements into GA HMIS, Agency will ensure that any entry or disclosure complies with all applicable laws or other restrictions. Agency is solely responsible for determining if any entry or disclosures of Client Information are restricted under any state or federal laws and regulations.

B. To the extent that Client Information entered by Agency into the GA HMIS 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 to Agency or any third parties for any claims relating to Agency's disclosure or entry of Client Information into GA HMIS.

3.   Display of Notice:

Pursuant to the 2004 HMIS Data and Technical Standards Final Notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, Agency will prominently display at each intake desk (or comparable location) the GA HMIS Privacy Policy, which explains generally the reasons for collecting Identifying Information in the G A   HMIS and the Client's rights associated with providing Agency with Identifying Information. Agency shall ensure that each Client understands his or her rights. Additionally, if Agency   maintains a public webpage, the current version of the Privacy Policy must be posted on the webpage.   The current form of Privacy Policy, which may be modified from time to time at DCA's discretion in consultation with the Collaborative, is attached to and incorporated into this Agreement by reference, and is available from DCA or on its   website, https://www.dca.ga.gov/node/4509/documents/2088

GA HMIS Policies and Standard Operating Procedures

4.   Information Collection, Release and Sharing:

A. <u>Collection of Identifying Information</u>. Agency may collect Identifying Information and enter it into GA HMIS for purposes consistent with this Agreement.

B.   <u>Sharing</u>. The GA HMIS Implementation operates on the basis of implied consent to collect and share information. Agency is required to provide an explanation to Client that information will be shared and how it will be used as outlined in the GA HMIS Privacy Policy.

If a Client elects to opt out of sharing their information, the Agency should have the client complete the GA HMIS Client Data Sharing Opt-Out Form. Information may not be shared with other agencies except as may be allowed in the Privacy Policy. Agency shall keep all copies of any previous signed Consent forms and Opt-Out Forms for a period of seven (7) years after the Client last received services at or from the Agency. Such forms shall be available for inspection and copying by DCA and/or the U.S. Department of Housing and Urban Development, at any time.

C. <u>Refusal of Services</u>. Agency may not refuse or decline services to a Client who:

   i.   objects to the entry of his or her Client Information in the GA HMIS; 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.   Client Inspection/Correction:

Upon receipt of a written request from a Client, Agency will allow the Client to inspect and obtain a copy of his or her own Client Information during regular business hours. Agency is not required 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 his or her own Client Information that is inaccurate or incomplete; however, prior to correcting such information, Agency shall consult with DCA to ensure proper coordination between the Agency's response and the capabilities of the GA HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in GA HMIS (e.g., date of birth, prior residence, social security number, etc.). Agency is not required to remove any Client Information as a result of a correction, but may, in the alternative, mark Client Information as inaccurate or incomplete and supplement it with additional information.

6.   Security:

Agency shall maintain the security and confidentiality of Client Information and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. DCA may conduct periodic assessments of Agency to monitor its compliance with this Agreement. Agency must take the following steps to maintain security and   confidentiality:

GA HMIS Policies and Standard Operating Procedures

A. <u>End Users</u>. Agency will permit only End Users to have access to the GA 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 End Users' access to only those records that are immediately relevant to their work assignments.

Prior to permitting an End User access to GA HMIS, Agency will require the End User to sign an End User Agreement. Agency will comply with and enforce the End User Agreement and will inform DCA immediately in writing, in no event later than 24 hours, of an End User in violation of the End User Agreement, system security or client confidentiality. The notification should be sent to the address listed herein for notices.

Agency will permit Agency staff access to GA HMIS only with use of an individually assigned End Username and a password, which the End User may not share with others. Written information pertaining to End User access (e.g., End Username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include at least one non-letter and one non-number character. Passwords shall not be, or include, the End Username, the HMIS vendor's name, the HMIS 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 GA HMIS is allowed so long as the End User changes the default password on first use. 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 Usernames shall be consistent with guidelines issued from time to time by HUD and DCA.

B. <u>Breaches of Security or Confidentiality.</u> If DCA finds that an Agency has had a breach of system security or client confidentiality, is in violation of this Agreement, or an Agency's End User has violated the End User Agreement, DCA may place the Agency in a probation period during which DCA will provide technical assistance to help prevent further breaches.

Probation shall remain in effect until DCA has evaluated the Agency's security and confidentiality measures and found them compliant with this Agreement. Subsequent violations of system security may result in the Agency's suspension from GA HMIS.

C. <u>Computers</u>: Security for data maintained in the GA HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's ("HUD") 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 relating to HMIS, 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 GA HMIS 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 HMIS 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 HMIS 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 HMIS; 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 HMIS 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. 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 reports, data entry forms and signed Opt-Out forms. Any paper or other hard copy generated by or for the GA HMIS that contains Identifying Information must be supervised at all times when it is in a public area. If Agency staff is not present, the Identifying 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 approved by DCA.

E. Training/Assistance: Agency will ensure End Users have received the required GA HMIS Privacy, Security and Confidentiality Training and the End User Onboarding Training prior to accessing the GA HMIS system. Agency will participate in such training as 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).

7.   Information Entry Standards:

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

B. Agency will not solicit or enter Client Information into GA HMIS unless the information is required for a legitimate business purpose allowed by this Agreement, including but not limited to, providing services to the Client, conducting evaluation or research, administering the program, or complying with regulatory requirements.

C. Agency will only enter Client Information into GA HMIS with respect to individuals it serves or intends to serve, including through referral.

D. Agency will enter Client Information into GA HMIS within forty-eight hours (48) of data collection.

E. Agency will not alter or over-write Client Information entered by another Participating Agency without the proper documentation.

DCA reserves the right to delete or segregate Client Information or take any other appropriate measures to maintain the accuracy and integrity of the G A   HMIS or to avoid compromising the GA

HMIS' goal of maintaining unduplicated counts of Clients.

8.   Use of the GA HMIS:

A. Agency will not access Identifying Information for any individual for whom services are neither being sought nor provided by the Agency.

B. Agency may disclose non-Identifying Information for funding or planning purposes.

C. Agency and DCA will report only non-Identifying Information in response to requests for information from GA HMIS, including but not limited to requests for information related to research, unless otherwise permitted by this Agreement or required by law.

D. Agency will not use the GA 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. DCA purchased software licensing from Vendor   to implement the GA HMIS. 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   G A   HMIS and support services and further agrees not to disclose such Confidential Information to any third   party, other than as required by law. Furthermore, Agency acknowledges and agrees that Vendor   will retain all right, title, interest and ownership in and to the HMIS software, including any customization or modification thereof, and Agency will not copy any documentation related to the HMIS software other than for internal business purposes, nor shall Agency disassemble, decompose or reverse engineer the HMIS software, except as otherwise provided herein, use the HMIS software on behalf or   for the benefit of any other person or entity or otherwise infringe upon any of the Vendor'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 HMIS   software reproduced, used, or made available by Agency.

E. Agency will not use the GA HMIS to defraud federal, state or local governments, individuals or entities, or   conduct any illegal activity.

F. Agency shall not use the GA HMIS to aggregate data to compare the performance of other participating Agencies in other CoCs, without the express written consent of DCA and each of the Participating Agencies being   compared.

G. 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 the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

9.   Proprietary Rights of the HMIS:

A. CoC Administrators 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.

GA HMIS Policies and Standard Operating Procedures

C. Agency shall be solely responsible for all acts and omissions of its End Users, and all other individuals who access the GA 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 End Users, with respect to the GA 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 ensure:

    i.   that its End Users have received training regarding the confidentiality of GA 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 GA HMIS 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 GA 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 GA 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 GA HMIS and may constitute cause for disciplinary action by the Agency; and

    v.   that it has restricted access to the GA HMIS only to the End Users that the Agency has identified pursuant to this Section.

D. Agency shall inform the CoC Administrator or System Administrator at DCA 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 End User to ensure their Username and passwords are current.

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

10.   Data Collection, Reporting & Evaluation Sub -Committee:

DCA will consult with the Data Collection, Reporting & Evaluation Committee under the Georgia HMIS By-Laws f r o m time to time regarding issues such as revision to the form of this Agreement.

11.   Limitation of Liability and Indemnification:

Note: Under sections 13 and 14, the term DCA includes both GHFA and DCA. It is the intention of the parties that all limitations of liability and indemnification agreed to apply to DCA also apply to GHFA. Parties acknowledge that this is an essential provision of this Agreement.

A. Except as provided in Section 13(c), 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 GA HMIS 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 or liability

for the acts of any other person or entity through participation in GA HMIS 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, EXEMPLARY, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF INFORMATION/DATA, OR OTHER DAMAGES NOT SPECIFIED HEREIN. 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 GA HMIS 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 HMIS.

E. GA HMIS uses available technology to match an Agency's Client with other records in the GA HMIS that a Participating Agency previously entered about 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 the information is   relied upon in providing services to a Client. Neither DCA nor the GA HMIS verifies or reviews the information transmitted through the GA HMIS for accuracy or completeness. Further, neither   DCA nor the HMIS make any representations or promises regarding the continued participation of any   particular Agency in the HMIS. Agencies may be added to or deleted from the HMIS at any time and such   changes may be beyond the control of DCA or the HMIS and may occur without prior notice to Agency.

F. GA HMIS is an information management tool only, it contemplates and requires the involvement of Agencies, and End Users that are qualified to maintain, collect and enter information into the HMIS. 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 GA HMIS. Agency assumes all risk for selection and use of the content in the GA HMIS.

GA HMIS Policies and Standard Operating Procedures

G. All data to which access is made through the GA HMIS 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, 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 GA HMIS 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 GA HMIS or the information in the GA HMIS, 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.

12. 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 GA HMIS or as to any other matter.

13. Notice

All notices under this Agreement to DCA will be made as follows. This Notice address may be modified in writing.

Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329
ATTN: HMIS Lead Manager

14. Prohibition of Unauthorized Customization

For customization of any features of GA HMIS that may be desired by an Agency, Agency will first contact their local Continuum of Care, who will forward any such request to the HMIS Lead and the GA HMIS Steering Committee for approval. DCA has the absolute right to approve or disapprove of any requested modification at its' sole discretion. Such requests will not be unreasonably withheld. Agency understands that it may be liable for the complete   cost of any such approved customization.

15. Survival

The following provisions shall survive any termination of this Agreement: Sections 1, 2, 4B, 5, 6, 7, 8E, 9,

10. 11c, 11e, 13, 14, 15, 17. It is the intention of the parties that termination does not relieve any party of any obligations detailed in the Agreement generally up until the point the Agreement is terminated.

18. Term

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

GA HMIS Policies and Standard Operating Procedures

19.   Additional Terms and Conditions

B. Agency will abide by such guidelines as are promulgated by HUD and DCA from time to time regarding administration of the GA HMIS.

C. Agency and DCA intend to abide by applicable State and Federal laws. Should DCA determine that any term of this Agreement is inconsistent with law, or that additional terms are required by law, DCA will modify the terms of this Agreement so as to comply with applicable law.

D. Neither DCA nor Agency will transfer or assign any rights or obligations in this Agreement without the written consent of the other party.

E. 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 GA HMIS Policies and Procedures or GA HMIS 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.

F. Upon termination of this Agreement, copies of information entered by Agency will be provided to Agency upon written request to DCA within 60 days after termination. Information will be provided upon a mutually agreed format. Unless otherwise specified in writing, copies of data will be delivered to Agency within 60 days of receipt of the written request. DCA may charge Agency for DCA's actual costs to provide such data to Agency. DCA and the remaining Participating Agencies will maintain their rights to use all of the information   previously entered by Agency except to the extent a restriction is imposed by the Client or applicable law.

G. 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.

H. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be 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.

GA HMIS Policies and Standard Operating Procedures

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

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, DeKalb 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.

GA HMIS Policies and Standard Operating Procedures

Appendix D: GA HMIS Data Sharing Opt-Out

GA HMIS Policies and Standard Operating Procedures

GA HMIS Client Data Sharing Opt-Out Form

I hereby revoke access for GA HMIS participating organizations to share the information entered in the GA HMIS about me and my family. By signing this form, I understand that agencies will not be able to access and share my information unless I indicate otherwise in the future. I further understand that this opt-out option does not affect disclosures already made and will not result in the removal of historical information collected about me.

Client/ Legal Guardian Name (Please Print):   DOB: Last 4 digits of SS

_____   _____   _____

Minor Children (if any):
Client Name: _____ DOB: _____ Last 4 digits of SS_____
Client Name: _____ DOB: _____ Last 4 digits of SS_____
Client Name: _____ DOB: _____ Last 4 digits of SS_____

SIGNATURE AND ACKNOWLEDGEMENT
Your signature indicates that you have read (or been read) this form and have received answers to your questions.

Signature _____ Date _____

For Agency Personnel Use Only:

_____   _____

Print Name of Organization   **Print Name of Organization Staff**

_____   _____

Signature of Organization Staff   **Date**

GA HMIS Policies and Standard Operating Procedures

Appendix E: GA HMIS GA HMIS Custom Development Policy

GA HMIS Policies and Standard Operating Procedures

Appendix E: GA HMIS Custom Development Policy

The GA HMIS Collaborative has approved the following policy for a CoC or federal partner (SSVF, VA, PATH and HOPWA) who desires to enhance or customize Georgia's HMIS system. GA HMIS Bylaws and Policies require that any CoC or federal partner (collectively, "HMIS Partners") abide by the GA HMIS Policies and Standard Operating Procedures.

Georgia Housing Finance Agency (GHFA) is under a contract with Eccovia to provide HMIS services ("GA HMIS Agreement"). The Georgia Department of Community Affairs (DCA) administers the HMIS system and is charged with oversight as the HMIS Lead. Any HMIS Partner's customization or enhancement of the HMIS system must adhere to the GA HMIS Agreement and this policy.

A. Initiation of HMIS Customization or Enhancement. Any HMIS Partner may initiate a discussion with Eccovia to draft a concept or specification documents. This specification process must be wholly at Eccovia or the HMIS Partner's expense. Neither DCA nor GHFA will be subject to time or costs for specification discussions without DCA's written consent. If a HMIS Partner requests DCA's   participation in the specification process, DCA's time will not exceed 15 hours unless otherwise   directed by the GA HMIS Collaborative.

B. Approval by DCA. After a HMIS Partner has completed the specification process and documented a scope of work, the HMIS Partner will submit the proposed work for DCA's approval.
   a. DCA shall not unreasonably withhold approval.
   b. Approval will not exceed ten (10) business days absent extraordinary circumstances. If there are extraordinary circumstances, DCA will notify the HMIS Partner at least five (5) business days in advance.
   c. DCA will review the proposed scope of work to:
      i. Evaluate the scope's consistency with HUD regulations or contractual requirements;
      ii. Whether the proposed scope of work will interfere with the HMIS system's normal operations; and
      iii. The scope's consistency with this policy and the GA HMIS Agreement.
   DCA will note any concerns and notify the HMIS Partner. DCA's concerns must be resolved prior to DCA granting approval.

C. Funding. Any customization or enhancement projects that use funds allocated to the HMIS Partner via the GA Cost Sharing Plan must adhere to GHFA and HUD requirements. DCA must agree to any funding commitments regarding funds allocated to DCA. No other agency or entity may obligate DCA time or resources. Payments to Eccovia must be distributed across the term of any agreement and associated with concrete measurable deliverables. The CoC and DCA will

document a payment schedule to ensure that no payment is duplicated and that sufficient funds are retained until the final deliverable to ensure Eccovia's compliance with the agreement.

D. Ongoing Support. Customizing or expanding the HMIS system will require additional DCA time and resources after implementation. Therefore, DCA will calculate an additional charge to the HMIS Partner for ongoing support of the changes calculated on the level of effort and complexity. DCA will provide this cost to the HMIS Partner during the approval process.

E. Contract Provisions. The agreement between Eccovia and the HMIS Partner shall adhere to the format attached to this policy. The attached agreement contains terms that define the parties' relationships and must be signed by GHFA.

GA HMIS Policies and Standard Operating Procedures

GA HMIS Custom Development Agreement

THIS AGREEMENT (hereinafter "Agreement"), dated as of the (numeric) day of (month), 2017, is entered into by and between the Georgia Housing and Finance Authority ("GHFA") and (name of Continuum of Care), ("CoC") and Eccovia, Inc. ("Eccovia").

WHEREAS, GHFA entered into an agreement with Eccovia on October 12, 2016 for HMIS software services ("GA HMIS Agreement"); and

WHEREAS, the CoC desires to develop or customize the HMIS system to provide additional functionality and services; and

WHEREAS, the GA HMIS Agreement prohibits Eccovia from developing or customizing the HMIS system without GHFA's consent; and

[if GHFA responsible to pay]: WHEREAS, CoC was awarded a HMIS grant through HUD's NOFA application process; and

[if GHFA responsible to pay]: WHEREAS, GHFA, as directed by HUD, is responsible to administer CoC's HMIS grant; and

WHEREAS, GHFA consents to the CoC contracting for development or customization of the HMIS [if GHFA responsible to pay]: and agrees to issue payment from the CoC's HMIS grant for such services pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1.   Scope of Work. Eccovia shall perform fully and faithfully the services described in Exhibit A ("Scope of Work"), attached hereto and incorporated by reference.

2.   Pricing. Eccovia agrees to provide the services described in the Scope of Work_____[add] _____.

[If CoC is responsible to pay]: CoC must adhere to Eccovia's standard terms, which generally provide for a portion due upon execution then additional invoices due as the project deliverables are completed. Invoices are due net 30 days.

[If GHFA responsible to pay]: GHFA must adhere to Eccovia's standard terms, which generally provide for a portion due upon execution then additional invoices due as the project deliverables are completed. Invoices are due net 30 days.

3.   Termination. GHFA, Eccovia or CoC may terminate this Agreement pursuant to the termination provisions in the GA HMIS Agreement. Termination of this Agreement will not affect the GA HMIS Agreement. Eccovia shall receive payment for all services performed up to the effective date of cancellation.

4.   This Agreement is subject to GA HMIS Agreement. This Agreement, including any development or customization of the HMIS system pursuant to this Agreement, must adhere to requirements and restrictions in the GA HMIS Agreement, which is attached hereto and incorporated by reference, including but not limited to the following provisions:

Section 2, "Approval of Material Changes": GHFA must approve any changes to the HMIS prior to implementation.

Section 5(E), "Satisfaction": All work performed on the HMIS shall be done to the reasonable satisfaction of DCA.

Section 5(F), "Standards": The HMIS shall comply with all data and technical standards set forth by HUD.

5.   Responsible Parties. Subject to the terms and provisions of this Agreement, the CoC is solely responsible to monitor and ensure that Eccovia completes the deliverables as defined in the Scope of Work. GHFA shall not be responsible to monitor Eccovia's compliance with the Scope of Work. However, GHFA has the discretionary right to determine that Eccovia has failed to complete a deliverable or has violated the terms of this Agreement or the GA HMIS Agreement. In the event GHFA makes this determination, GHFA may require that Eccovia and/or the CoC remedy the failure or violation.

The CoC shall designate a project manager to oversee this Agreement and Eccovia's performance.

6.   GHFA's Limited Liability. Any dispute by CoC regarding Eccovia's performance under this Agreement shall only be between Eccovia and CoC [if GHFA responsible to pay]: and shall not affect GHFA's duty to pay. CoC shall not hold GHFA liable for claims or damages relating to Eccovia's performance or nonperformance under this Agreement [if GHFA responsible to pay]: or GHFA's release of funds to Eccovia.

[if GHFA responsible to pay]: The parties recognize that CoC has an interest in funds paid by GHFA from its HMIS grant and shall have the right to recover same from Eccovia if warranted and in addition to any

GA HMIS Policies and Standard Operating Procedures

other allowed damages in the event of Eccovia's breach of this Agreement. Payment in full by GHFA shall release GHFA from any liability under this Agreement but shall not constitute acceptance of the deliverables or operate to bar or waive claims regarding Eccovia's performance.

7. Indemnification of GHFA. CoC and Eccovia hereby release and discharge GHFA and agree to indemnify, protect and hold harmless GHFA with respect to any claim, demand, liability, loss, penalty, cost or expense (including court costs and reasonable attorneys' fees) arising out of or occurring in connection with this Agreement. The parties intend that GHFA shall not be liable for any costs or damages in connection with this Agreement. CoC and Eccovia shall, at their sole expense, participate in the defense or any suit or action brought against GHFA. No settlement or compromise entered into by CoC or Eccovia stemming from a demand, action or suit shall be effective to bind GHFA unless entered into with GHFA's express written approval.

8. Amendment. No amendment to this Agreement is effective unless reduced to writing and signed by all parties.

9. Conflict. All terms of the GA HMIS Agreement shall be incorporated herein and applicable to the parties' relationships in this Agreement. If there is a conflict between this Agreement and the GA HMIS Agreement, this Agreement will take precedence.