

## HMIS AGENCY PARTICIPATION AGREEMENT

\_\_\_\_\_ (“Agency”) has elected to participate in the Homeless Management Information System (“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”). Agency is entering into this HMIS Participation Agreement for Agencies (“Agreement”). The HMIS is a database that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client-level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless population.

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” (sometimes called “Participating Agency”) refers to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
  - ii. “Agency staff” refers to employees, volunteers, contractors, or any other agents of the Agency.
  - iii. “Client” refers to a person receiving services from the Agency.
  - iv. “DCA” refers to the Georgia Department of Community Affairs.
  - v. “De-Identifying Information” (also referred to as “non-identifying” information) refers to data that has specific Client demographic information removed, to allow use of the data without identifying a specific Client.
  - vi. “End User” refers to Agency employees, volunteers, contractors, or any other agents of the Agency authorized to have, and having, access to the HMIS.
  - vii. “Enter(ing)” or “entry” refers to the entry of any Client information into the HMIS.
  - viii. “GA HMIS Privacy Policy” is a document related to the processing of protected personal client information by end users of the GA HMIS.

- ix. “GA HMIS End User Agreement/Code of Ethics is a document outlining the agreement between the End User and DCA.
- x. “GHFA” refers to the Georgia Housing Finance Authority.
- xi. “HMIS” refers to the Homeless Management Information System.
- xii. “HMIS staff” refers to the employees, contractors, or agents of DCA assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
- xiii. “HMIS Policies and Procedures” is a document referring to the day to day policies and procedures to be followed.
- xiv. “Identifying Information” (also referred to as confidential data or confidential information) refers to information about a Client that can be used to distinguish or trace the Client’s identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
- xv. “Information” refers to both De-Identifying Information and Identifying Information.
- xvi. “Share(ing),” or “information share(ing)” refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that participate in the HMIS.

B. Use and Disclosure. Whenever Agency enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in a de-identifying form. Identifying Information entered into the HMIS may also be viewed by other agencies that participate in the HMIS who are serving that client with appropriate authorization, have executed a GA HMIS End User Agreement/Code of Ethics (“End User Code of Ethics”) and have agreed to be bound by the GA HMIS Privacy Policy (“Privacy Policy”) and HMIS Policies and Procedures (“HMIS Policies”). Agency may use and disclose HMIS Identifying Information only in accordance with the above documents.

C. Incorporation and Modification of Other Documents. The Privacy Policy, HMIS Policies and Procedures, and End User Code of Ethics are incorporated into this Agreement as if restated in full, and are attached to this Agreement as Appendices “A”, “B” and “C” respectively. All three of these documents may be amended from time to time at the discretion of DCA, and all parties are bound by such amendments. Notice of any amendments will be done through DCA’s website at:

<http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>

D. Access. Agency agrees to allow DCA and its subcontractors access to information provided by the Agency in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation, HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

**2. Confidentiality:**

A. Agency shall not:

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that Agency is not authorized to share.

By entering information into the HMIS, Agency represents that it has the authority to enter such information into the HMIS. To the best of Agency's knowledge, any information entered into the 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 which restrict Agency's ability either to disclose or enter certain data elements into HMIS, Agency will ensure that any entry it makes in the HMIS or disclosure of any data elements complies with all applicable laws or other restrictions. Agency is solely responsible for determining if any disclosures of Client information are restricted under any state or federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Federal Drug and Alcohol Confidentiality Regulations, 42 CFR Part 2 ("Confidentiality Regulations").

B. To the extent that information entered by Agency into the 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.

**3. Display of Notice:**

Pursuant to the 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 Privacy Policy provided by DCA, that explains generally the reasons for collecting Identifying Information in the HMIS and the Client rights associated with providing Agency staff with Identifying Information. It is Agency's responsibility to ensure that each Client understands his or her rights. Additionally, if Agency maintains a public webpage, the current version of the 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, is attached to and incorporated into this Agreement by reference, and is available from DCA or on its website, <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>

#### **4. Information Collection, Release and Sharing Consent:**

A. Collection of Identifying Information. Agency must collect information by lawful and fair means, and with the knowledge or consent of the Client.

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

B. Sharing. Prior to sharing any of a Client's information with an agency or organization, except as provided in the Privacy Policy, Agency will provide the Client with a copy of its GA HMIS Consent to Share Form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the Agency will obtain the informed consent of the Client by having the Client sign the Consent Form.

If a Client does not sign the Consent form, information may not be shared with other agencies except as may be allowed in the Privacy Policy. Agency shall keep all copies of the signed Consent form 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. Refusal of Services. Agency may not refuse or decline services to a Client or potential Client if that person:

- i. objects to the entry of its information in the 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. HMIS Policies and Procedures:**

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

#### **6. Disclosure to Third Parties:**

Agency shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed Consent of the Client, unless such disclosure is required by law or in accordance with the Privacy Policy.

**7. Client Inspection/Correction:**

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

**8. Security:**

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

A. Access. Agency will permit password-protected access to the HMIS only to authorized Agency staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. End User Code of Ethics. Prior to permitting any End User to access HMIS, Agency will require the End User to sign an End User Code of Ethics. Agency will comply with and enforce the End User Code of Ethics and will inform DCA immediately in writing of any breaches of the End User Code of Ethics.

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

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

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

C. Computers: Security for data maintained in the HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's ("HUD") "Homeless Management Information Systems (HMIS); Data and Technical Standards 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 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. End User Authentication: Agency will permit access to HMIS only with use of an End User authentication system consisting of an End User name and a password which the End User may not share with others. Written information pertaining to End User access (e.g., End User name and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, (or include) the End User name, the 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 the HMIS application is allowed so long as the End User changes the default password on first use. Individual End Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and End User names shall be consistent with guidelines issued from time to time by HUD and DCA. Passwords and End User names shall not be exchanged electronically without DCA's approval.

E. Hard Copies: The Agency must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS that contains such information must be supervised at all times when it is in a public area. If Agency staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with written approval by DCA. Written information specifically pertaining to End User access (e.g., End User name and password) must not be stored or displayed in any publicly accessible location.

F. Training/Assistance: Agency will ensure End Users have received the required GA HMIS Privacy, Security and Confidentiality Training and the End User Onboarding Training prior to accessing the 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).

## **9. Information Entry Standards:**

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

B. Agency will not solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. Agency will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

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

E. Agency will not alter or over-write information entered by another Agency.

DCA reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an Agency, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS' goal of maintaining unduplicated counts of Clients.

**10. Use of the 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 report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. Agency and DCA will report only non-identifying information in response to requests for information from the HMIS, including but not limited to requests for information related to research

D. Agency will not use the 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. Software licensing was purchased from ClientTrack, Inc. ("Supplier") to implement the 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 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 the Supplier 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 Supplier's trademarks, trade secrets, copyrights, patents or other intellectual property rights. Agency shall include all Supplier copyright and other proprietary notices on any copy of the documentation related to HMIS software reproduced, used, or made available by Agency.

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

F. Agency shall not use the HMIS to aggregate data to compare the performance of other participating Agencies, 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.

**11. Proprietary Rights of the HMIS:**

A. Agency or HMIS 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 HMIS Staff shall not assign passwords or access codes to any other person not directly connected to or working for the Agency.

C. Agency shall be solely responsible for all acts and omissions of its End Users, and all other individuals who access the HMIS either through the Agency or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Agency or any of the Agency's Authorized End Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the Agency. Each Agency shall certify:

- i. that its End Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
- ii. that its End Users shall only access the HMIS for purposes approved by the Agency and that are consistent with this Agreement;
- iii. that its End Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual or entity. Agency shall ensure that all End Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
- iv. that its End Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the Agency; and
- v. that it has restricted access to the HMIS only to the End Users that the Agency has identified pursuant to this Section.

D. Agency shall inform the 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 Agency to routinely ensure that End Usernames and

passwords are current and to immediately notify HMIS staff in the event that End Usernames and passwords are not current.

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

**12. Data Collection & Evaluation Committee:**

DCA and HMIS staff will consult with the Data Collection & Evaluation Committee under the Georgia HMIS By-Laws from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Data Collection & Evaluation Committee under the GA HMIS By-Laws, which will try to reach a voluntary resolution of the complaint. Unresolved issues would then go to the Steering Committee for resolution.

**13. 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, 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 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 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, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OR 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 the 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 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. HMIS uses available technology to match Client identities with their records in the HMIS to provide Agencies with information regarding Clients. 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 HMIS in general independently verifies or reviews the information transmitted through the 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. Agency acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and End Users that are qualified to maintain, collect and enter information into the HMIS. Agency further acknowledges and agrees that DCA has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. DCA shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. Agency assumes all risk for selection and use of the content in the HMIS.

G. All data to which access is made through the 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 specific content of data being transmitted. Without limiting any other provision of this Agreement, DCA shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by Agency, or used by Agency, pursuant to this Agreement.

H. Access to the 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 HMIS or the information in the 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.

#### **14. 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 HMIS or as to any other matter.

#### **15. 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: Jeanette Pollock

Notices to the Agency under this Agreement will be made according to the Authorized Officer at the mailing address specified in the signature block of this Agreement. This Notice address may be modified in writing.

#### **16. Prohibition of Unauthorized Customization**

For customization of any features of HMIS that may be desired by an Agency, Agency will first contact their local Continuum of Care, who will forward any such request directly to DCA 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.

#### **17. 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.

## 19. Additional Terms and Conditions:

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

B. Agency and DCA intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and DCA agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither DCA nor Agency will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. 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 HMIS Policies or Privacy Policy by Agency. Upon termination of this Agreement, Agency shall remain liable for (and nothing in this Agreement shall prevent DCA from recovering) any fees, costs, or expenses that have been incurred prior to the termination of this Agreement.

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.

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

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or

employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. DCA and Agency intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

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

H. 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.

J. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

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

**Agency Name**

Name of Authorized Officer: \_\_\_\_\_

Signature of Authorized Officer: \_\_\_\_\_

Date: \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

Agency Street Address: \_\_\_\_\_

Mailing Address for notice (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

**DCA**

Name of Authorized Officer: \_\_\_\_\_

Signature of Authorized Officer: \_\_\_\_\_

Date: \_\_\_\_\_

Title of Authorized Officer: \_\_\_\_\_

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



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## Appendix A

### NOTICE GA HMIS Privacy Policy

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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 <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>.

This notice applies to the personal information of individuals whose personal data is collected 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 not disclose personal information without written consent unless specifically 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, NE, 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:  
<http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>.
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 <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>.
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 <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>.

## **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 shall 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 unless they decline orally or in writing.
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 (with proper written consent);
  - 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:

### **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. We do not use or disclose your information without written consent, except when required by our 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 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 may be used to share portions of client records (with written consent) 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 funders. To the extent necessary for those purposes, The Collaborative seeks to maintain only personal information that is accurate, complete, and timely.
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 to: Georgia Department of Community Affairs, 60 Executive Park South, Atlanta, GA 30329 Attn: Jeanette Pollock.

DCA's phone number for purposes of GA HMIS is (404) 679-4840. Written correspondence may be made at the above address MUST be sent to the attention of Jeanette Pollock;

- 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.

### **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)
  - December 14th, 2015 (2nd revised Draft)

## Appendix B GA HMIS Policies and Procedures

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### Section A. Background and Structure

#### A.1 HMIS Background

A Homeless Management Information System (HMIS) is a software application designed to record and store client-level information on the characteristics and service needs of homeless persons. An HMIS is typically a web-based software application that homeless assistance providers use to coordinate care, manage their operations, share information and better serve their clients.

HMIS implementations can cover geographic areas ranging from a single county to an entire state. They are based primarily on the Continuum of Care geography. A HUD Continuum of Care is the primary decision making entity defined in the funding application to HUD as the official body representing a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. An HMIS helps to link homeless assistance providers within a community and create a more coordinated and effective housing and service delivery system.

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

The Georgia Homeless Management Information System was started in 2002. Currently the Georgia HMIS has over 400 active agencies and covers eight of the nine Georgia Continuum's of Care. Active agencies have entered over 1,643,233 individuals and families since 1999. The Georgia HMIS is a shared system, meaning agencies that are serving the same person can view information and coordinate services using HMIS.

#### A.2 HUD Requirements and HMIS Data Standards

The HMIS Data Standards (2014 HMIS Data Dictionary and HMIS Data Manual), released August, 2016 provides communities with baseline data collection requirements developed by each of these federal partners. The Manual is intended to serve as a reference and provide basic guidance on HMIS data elements for CoCs, HMIS Lead Agencies, HMIS System Administrators and users. This release of the 2014 HMIS Data Manual is Version 5.1 and is an update to the 2014 Data Standards Manual. The companion document to the HMIS Data Manual is the HMIS Data Dictionary which defines all of the data elements and requirements for HMIS compliance for HMIS Vendors and System Administrators.

The privacy and system security standards for providers remain the same as presented in the July 30, 2004 Final Notice.

Access the current HMIS Data Manual at:

<https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>

Access to the current HMIS Data Dictionary Manual at:

<https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>

Access the Privacy and System Security Standards from the July 30, 2004 Final Notice at:

<https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>

### **A.3 Annual Homeless Assessment Report (AHAR)**

The Annual Homeless Assessment Report (AHAR) is a report to the U.S. Congress on the extent and nature of homelessness in America. The report is prepared by the Department of Housing and Urban Development (HUD) and provides nationwide estimates of homelessness, including information about the demographic characteristics of homeless persons, service use patterns, and the capacity to house homeless persons. The report is based primarily on Homeless Management Information Systems (HMIS) data about persons who experience homelessness during a 12-month period.

The AHAR uses aggregate HMIS data from communities across the country to produce a national report on homelessness to the U.S. Congress. The AHAR is designed to:

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

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

Eventually, all Continuum of Care will most likely submit AHAR data. Therefore, it is important that all programs, especially those that provide shelter or housing, enter data accurately and in a timely manner.

For more information on Annual Homeless Assessment Report, see <http://www.hudhdx.info/>

#### **A.4 Georgia HMIS Organization, Management and Contacts**

##### **Project Goals**

The goals of the GA HMIS Project are:

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

##### **Project Organization**

The Georgia HMIS is a collaborative statewide effort to implement HMIS across eight of the nine Georgia continuums of care. Columbus-Muscogee has a separate HMIS implementation. The Lead Agency for the Georgia HMIS project is the Department of Community Affairs. The lead agency oversees the HMIS project and manages the Supportive Housing Program grant from HUD, however each Continuum of Care is responsible for ensuring that the implementation is successful in their Continuum. Many of the Continuum of Care also have HMIS staff that work specifically on HMIS issues in that Continuum.

##### **HMIS System Development and Planning**

Each CoC is responsible for soliciting feedback from agencies and stakeholders and communicating that feedback to the Steering Committee. Each CoC should establish an advisory group made up of agencies and other stakeholders in order to solicit feedback on HMIS implementation. The CoC representative should then bring this feedback to the Steering Committee.

The Steering Committee is made up of representatives from each of the eight continuum of care and the DCA project manager. The role of the steering committee is to oversee overall implementation and request enhancements to the ClientTrack system.

##### **HMIS Implementation**

Each CoC is responsible for ensuring that all agencies in that CoC are adhering to the State or Local CoC HMIS policies. The CoC lead should coordinate with DCA in order to develop a training and technical assistance plan that will allow them to troubleshoot any problems in implementation. Agencies can also request training and technical assistance from their CoC Representative.

If a user or agency has a request for a **system enhancement** they are required to communicate the request to their CoC lead that will pass it on to the project manager for review. This request will be reviewed by the GA HMIS Steering Committee.

### **ClientTrack System Errors**

For issues related to system errors, agencies and the continuum of care representatives should communicate directly with ClientTrack. System errors can be reported through the system itself using the “Contact Support” link. You may also contact Support by email at [GAHMISsupport@dca.ga.gov](mailto:GAHMISsupport@dca.ga.gov). ClientTrack will provide the steering committee and project management with regular updates on any system errors reported and the status of their repair.

### **Contacts**

The HMIS Lead contact at the Department of Community Affairs is Jeanette Pollock at [Jeanette.pollock@dca.ga.gov](mailto:Jeanette.pollock@dca.ga.gov).

The CoC lead contact for HMIS issues are:

Athens – Ryan Halsey – [Ryan.Halsey@athensclarkecounty.com](mailto:Ryan.Halsey@athensclarkecounty.com)

Atlanta – Cathryn Marchman – [CFMarchman@AtlantaGa.Gov](mailto:CFMarchman@AtlantaGa.Gov)

Augusta – Daniel Evans - [devans@augusta.gov](mailto:devans@augusta.gov)

Balance of State – Tina Moore - [tina.moore@dca.ga.gov](mailto:tina.moore@dca.ga.gov)

Cobb – Carolyn Bridges - [CarolynBridges@thecfr.org](mailto:CarolynBridges@thecfr.org)

.DeKalb – Melvia Richards - [mwrichards@dekalbcountyga.gov](mailto:mwrichards@dekalbcountyga.gov)

Fulton – Leonard Westmoreland - [Leonard.Westmoreland@fultoncountyga.gov](mailto:Leonard.Westmoreland@fultoncountyga.gov)

Savannah – Janice Sheffield - [janice@homelessauthority.org](mailto:janice@homelessauthority.org)

If your agency is located in Columbus/Muscogee, you should contact the Continuum of Care Lead of Home for Good, Pat Frey, Executive Director at [pat@unitedwayofthecv.org](mailto:pat@unitedwayofthecv.org) for information on the Columbus/Muscogee HMIS Implementation.

## **ROLES AND RESPONSIBILITIES**

### End User

- Obtain Client Consent
- Enter and Update Data
- Adhere to Privacy, Security and Confidentiality Policies
- Adhere to GA HMIS Standard Operating Procedures

### Agency

- Attend Advisory/User Group Meetings
- Ensure Adherence to Relevant HMIS Policies
- Ensure Adherence to GA HMIS Privacy, Security and Confidentiality Policies

### Continuum of Care HMIS Representative(s)

- Run Continuum User Group
- Attend Steering Committee
- Inform Agencies of Continuum Specific Policies
- Monitor HMIS Utilization by CoC Agencies
- Communicate Concerns and Enhancement Requests to Project Manager
- Communicate system issues to the System Administrator or DCA
- Troubleshoot Implementation and Training Needs
- Provide additional assistance to agencies as needed
- AHAR submission

### Lead Agency Staff (DCA)

- Manage GA HMIS Grant
- Coordinate Steering Committee
- Obtain Feedback from Continuum Representatives
- Compile Continuum Requested Enhancements for Steering Committee
- Monitor Project Progress and Deliverables
- Monitor Adherence to HUD HMIS Data and Technical Standards and Guidelines
- Communicate National HMIS Best Practices to Steering Committee

### System Admin Staff

- Develop Enhancements as Directed by Steering Committee
- Assist Continuums with Monitoring Data Quality and Completeness
- Monitor Agency and System Security
- Repair System Errors in a Timely Manner
- Ensure System is Operational and Accessible
- Provide Ongoing Reports to Project Manager and Steering Committee regarding: Data Quality; Training and Technical Assistance Provided; Enhancement Project Progress; Fixes; HMIS Utilization Rates; Security Audit Findings

#### **A.5 State and Local HMIS Policies**

DCA has developed a policy regarding utilization of HMIS for all DCA grantees and Balance of State Continuum of Care grantees. The policy can be found on the DCA website at: [http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMIS\\_Policy\\_7-07-09.pdf](http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMIS_Policy_7-07-09.pdf). This policy may be updated periodically.

Each additional Continuum of Care may have a Continuum policy regarding HMIS implementation. Agencies should contact Continuum leadership regarding any Continuum specific requirements. If there are no specific Continuum Policy for their county and the agency is not a DCA grantee, the agency should follow general the Georgia HMIS Standard Operating Procedures on HMIS implementation found herein.

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

#### **A.6 Domestic Violence Agencies**

According to the HUD Federal Register dated March 16, 2007 [FR-5056-N-01], agencies that are classified as Domestic Violence Agencies should not enter any identifying information into HMIS. Specifically, the register states:

*“The new Confidentiality provision directs victim service providers not to disclose, for the purposes of HMIS, personally identifying information about any client. In accordance with this statutory requirement, victim service providers must maintain the confidentiality of personally identifying information of the providers’ clients.”*

**At this point in time, HUD has instructed Domestic Violence agencies not to use HMIS to enter any client level information, including non-identifying information.**



## **Section B. Agency and User Procedures**

### **B.1 New Agency Procedures**

#### **Step 1. Sign Agency Agreements**

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

All agency forms should be completed and returned by mail to the Special Projects Manager, Georgia Department of Community Affairs, 60 Executive Park South NE, Atlanta, GA 30329; or email: [Jeanette.pollock@dca.ga.gov](mailto:Jeanette.pollock@dca.ga.gov); or fax: 770.302.9508. Keep a copy of all documents for your files.

#### **Step 2. Ensure Agency Meets Technical Requirements**

Recommended Computer Specifications:

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

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

#### **Step 3. Designate ClientTrack Agency Administrator**

#### **Step 4. Designate who will be authorized system users and their access level**

## **Section C. Data Entry and Data Quality**

### **C.1 Client Consent to Share and Client Consent to Share Revocation**

The client has the right to revoke their consent at any time for any reason. If the client wishes to revoke their consent, the GA HMIS Client Consent to Share Revocation form should be completed, signed and dated and inserted into the client file.

#### **Client Intake:**

This is the process in which a client or potential client will go through a process where information is gathered and entered into the ClientTrack system. Client Intake includes entering new client data or updating information for a client that is already in the ClientTrack system. Any client intake should start with a thorough client search to make sure the client is not already in ClientTrack. All efforts should be taken to ensure duplicate records are not created within the ClientTrack system. Conducting a thorough client search at Intake will help reduce the number of duplicates within the system. For further instructions on how to conduct a client search to avoid duplicates, refer to the ClientTrack User Guide.

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

<http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>

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

## C.2 Required Data Elements

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

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

### HUD Universal Data Elements:

**The Universal Data Elements are to be collected from all clients served by all homeless assistance programs reporting to the HMIS.** The Universal Data Elements section provides information on data elements required to be collected by all projects using an HMIS as part of a CoC Implementation. **This includes all projects funded by any of the HMIS federal partners and those that receive other funding, including those who receive no federal funding.** The Universal data elements are needed for Continuums of Care (CoC) to understand the basic dynamics of homelessness in their communities and for HUD to meet Congressional direction to: develop unduplicated counts of homeless services users at the local level; describe their characteristics; and identify their use of homeless assistance and mainstream resources.

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

The ClientTrack system automatically generates the unique person identification number, the project identification number and household identification number data elements.

### HUD Program Specific Data Elements:

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

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

### **Program Descriptor Data Elements**

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

### **Continuum of Care Data Requirements**

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

### **Timelines for Data Entry**

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

DCA and Balance of State Continuum of Care Grantees, data should be entered within one week of intake/enrollment. Clients should be discharged from the HMIS program within one week of their discharge.

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

## **C.3 Programs (Enrollment and Discharge)**

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

### **Program Enrollment:**

The ClientTrack system includes a program enrollment workflow that allows the user to enroll a client in to one or more programs. The client remains in the program based upon the expected length of stay as determined by the agency administrator. This requires programs to be configured prior to enrolling a client into a program.

### **Program Discharge:**

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

### **C.4 Updating Data**

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

### **C.5 Data Quality and Data Integrity**

#### **Reducing Duplicates:**

All efforts should be taken to ensure duplicate records are not created within the ClientTrack system. Conducting a thorough client search at Intake will help reduce the number of duplicates within the system. For further instructions on how to conduct a client search to avoid duplicates, refer to the ClientTrack User Guide or click on the Conducting a client search tutorial. If you do create a duplicate, please contact ClientTrack Support regarding ways to eliminate the duplicate.

#### **Improving data quality**

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

## **Section D. Data Ownership, Security and Access**

### **D.1 HMIS Privacy and Security Standards**

HUD released HMIS Privacy and Security Standards in the Homeless Management Information System (HMIS) Data and Technical Standards Final Notice on July 30, 2004. The notice presents privacy and system security standards for providers, Continuums of Care and all other entities that use or process HMIS data.

Access the Privacy and System Security Standards from the July 30, 2004 Final Notice at:  
<http://www.hmis.info/Resources/724/Data-Standards-Training-Module-1-Handout-HUD-Data-and-Technical-Standards.aspx>

### **D.2 Agency Privacy and Security Procedures**

All agencies must comply with the current HMIS Privacy, Confidentiality, and Security standards issued in the HUD Notice on 7/31/2004. These standards require, but are not limited to: installing virus protection software, with an automatic update on every computer that accesses HMIS; activating a locking screen saver on every computer that accesses HMIS; developing a data privacy policy and notice; posting the agency's privacy notice on its premises and website (if one exists); installing an individual or network firewall; and posting "purpose for data collection" signs at each intake desk. Information on how to develop a privacy policy can be found at:

<http://www.dca.ga.gov/housing/specialneeds/programs/downloads/HUDPrivacyPolicyRequirements.pdf>

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

### **D.3 ClientTrack Security Procedures**

#### **ClientTrack Security Policy**

ClientTrack takes every precaution to protect the information. Only employees who need the information to perform a specific job (for example, a technical support representative) are granted access to personally identifiable information. Furthermore, ALL employees are kept up-to-date on our security and privacy practices. The servers with personally identifiable information is kept in a secure environment.

The use of this system constitutes an express consent to the monitoring of system use and security at all times. If such monitoring reveals possible violations of the law, pertinent information will be provided to law enforcement officials. Any persons using this system or information obtained from this application, without proper authorization or in violation of these policies and procedures may be subject to civil and/or criminal prosecution. Any persons enabling access by an unauthorized individual may also be subject to internal disciplinary actions in addition to civil and/or criminal prosecution.

These policies are applicable to all users (employees, contractors, and others) of agencies, partners and funders and the computer systems, networks, and any other electronic processing or communications and related resources used in conjunction with the ClientTrack HMIS system and/or data obtained through the HMIS system.

ClientTrack places highest priority on the security of its systems, and the private information they contain. ClientTrack, its staff and volunteers continually work to protect data and systems:

1. Confidentiality. Access to client information must be tightly controlled and people with access to confidential information must understand their personal responsibility to maintain its confidentiality.
2. Integrity. Client information must be protected so that it cannot be modified while in transit or storage. Reported data must be accurate.
3. Availability. Systems must be available to users when and where they need them.

If an employee leaves your agency, inform the CoC Administrator or System Administrator at DCA via email as soon as possible so that their account can be deactivated.

#### **Information Security Procedures:**

All ClientTrack employees and volunteers are responsible for protecting the confidentiality and security of ClientTrack systems and the human services client information they contain. Information concerning the security related tasks an employee is responsible for are included in the employee's job description. The agency is responsible for ensuring that information that is printed from the ClientTrack system is also kept confidential, private and secure.

#### **HIPAA**

Agencies that are covered by HIPAA include health care providers, health care plans, or healthcare clearinghouse should ensure that they are in compliance with all HIPAA regulations.

For more information about HIPAA visit the following website:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveridentities/index.html>

#### **D.4 Access to Data**

##### **Data Sharing across Providers**

The ClientTrack HMIS gives individual clients complete control over which agencies can view their information. At point of service the client may authorize an agency to share existing information in the HMIS.

##### **“Protected” Information**

Protected Agency: Certain agencies that deal substantially with HIV/AIDS, domestic violence, substance abuse, mental illness, or legal services are designated as Protected Class agencies. If your agency is a Protected Class agency, all Client Services Information records (including referrals) are hidden, or protected, from view by any other agency.

### **Access to Data for Monitoring**

Department of Community Affairs, as the lead HMIS agency, and your Continuum of Care representative will have access to your agency's data for monitoring purposes and aggregate reporting purposes. Other funders may have access to your data for monitoring purposes based on their funding agreement with your agency.

### **Unauthorized Access to the ClientTrack system:**

Any user accessing the ClientTrack system must be affiliated with an active member agency. Additionally, each system user must attend the required Training in order to be given a User Id and Password. Unauthorized access is prohibited and are grounds for legal action.

## **D.5 Client Grievances**

### **Grievance Procedure:**

DCA, 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 to: Georgia Department of Community Affairs, 60 Executive Park South, Atlanta, GA 30329 Attn: Jeanette Pollock. DCA's phone number for purposes of GA HMIS is (404) 679-4840. Written correspondence may be made at the above address MUST be sent to the attention of Jeanette Pollock;

If the complaint is received by DCA, in writing, 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

### **Revoking Consent:**

The client has the right to revoke their Consent at any time for any reason. If the client wishes to revoke the client consent, the GA HMIS Client Consent to Share Revocation form should be completed, signed and dated and inserted into the client file.

## **Section E. Reporting**

### **E.1 Introduction to ClientTrack Reporting**

The reporting module provides quick intuitive on demand reporting, analysis and data export for sharing the information stored in your HMIS.

Reports were designed to help you

- Make better decisions that support the success of your organization
- Know and understand your clients (What is working)
- Tap into and analyze data

- Help manage your organization and resources
- Produce accurate and up to date counts
- Monitor Agency Performance

The reports can provide users a variety of options for printing and sharing their HMIS information. An abundance of standard reports and data exports can be accessed by any user that has access rights.

Your System Administrator controls access to different reports for each user. You should contact them if you would like access to the reports available in ClientTrack.

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

## **Section F. System Support, Training and Technical Assistance**

### **F.1 Training**

The System Administrator will maintain a training calendar. All ClientTrack training, locations, dates and times are listed on <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>. Each user can register for the training most conducive to their learning style.

### **F.2 Technical Assistance**

#### **Technical Assistance Process:**

The System Admin will work with the CoC Administrator to help them achieve HMIS compliance on the ClientTrack system. The proper personnel should be in attendance to make sure each user within the agency follows the same protocols and procedures needed to ensure good data quality.

### **F.3 Reporting System Issues**

ClientTrack provides several ways in which to report system outage, problems, or questions. Users can communicate with the Support Team by clicking on the Help link while in the ClientTrack application or via email: GAHMISsupport@dca.ga.gov.

### **F.4 Requesting Enhancements**

An enhancement to the system includes an additional data element, report, or function that was not previously in the system. Enhancements do not include fixing an existing function of the system. System errors should be communicated directly to the System Admin. If ClientTrack Support determines the request is an enhancement rather than a System Error, they will communicate this to the requestor who should then follow enhancement request protocol.



If an agency would like to request an enhancement to the system, they should communicate this request to the HMIS representative for their Continuum of Care directly or through the advisory/user group. Continuum of Care HMIS contacts can be found on page 6 of this manual.

Once the continuum of care HMIS representative has determined that the request is a priority for the continuum, they will communicate this request to the System Admin. The System Admin will then compile all requested enhancements for consideration by the HMIS Lead, DCA.

## **Section G. Monitoring**

### **G.1 Data Monitoring**

Each continuum of care or funder may have individual monitoring procedures. For specific information on monitoring, agencies should contact their funder or Continuum of Care representative.

If your agency receives DCA funding, agency utilization of the system is monitored on a quarterly basis in addition to being monitored during on-site visits. For more information about DCA monitoring, contact Tina Moore at [tina.moore@dca.ga.gov](mailto:tina.moore@dca.ga.gov).

### **G.2 Privacy and Security Monitoring**

Security Audits will be conducted periodically by the System Admin Staff in pursuant to the baseline standards defined in the HUD 2004 Data and Technical Standards.

<https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>

These Security Audits will focus on the following areas:

*Physical access to Systems with access to HMIS*

*Data Disaster Protection and Recovery*

*Disposal*

*System Monitoring User*

*Authentication*

*Electronic Data Submission*

*Electronic Data Storage Security*

*Privacy Standards*

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

#### ADDITIONAL RESOURCES

ClientTrack Documents, Forms and Tutorials –

<http://www.ClientTracktraining.org/>

DCA HMIS Website –

<http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>

HUD Homelessness Resource Exchange –

<http://www.hudhdx.info/>

Appendix C  
GA HMIS End User Participation Agreement

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**Agency Name (Please Print):** \_\_\_\_\_

**User Name (Please Print):** \_\_\_\_\_

In this End User Participation Agreement, “Agency” refers to the agency named above. Agency recognizes the privacy of client needs in the design and management of the Georgia HMIS (“GA HMIS”). These include both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in our community, and the need to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

GA HMIS End Users (“Users”) have a moral and a legal obligation to ensure that the data is being collected, stored, accessed and used appropriately. It is also the responsibility of each User to ensure that client data is only used for the purposes for which it was collected. Proper user training; compliance with the terms and conditions as stated in the GA HMIS End User Agreement, and the GA HMIS Privacy Policy.

Relevant points regarding client confidentiality include:

- A client consent form must be signed by each client whose data is shared with a GA HMIS participating agency via the GA HMIS system. Users may not share client data with other GA HMIS participating agencies via the GA HMIS system without obtaining this written permission from the client.
- Client consent may be revoked by that client at any time by completing the GA HMIS Client Consent to Share Revocation Form at any GA HMIS participating agency.
- No client may be denied services for failure to provide consent for GA HMIS 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 further Participating agencies, individuals or entities.
- Any User failing to protect client confidentiality as set forth in this System User Agreement and the GA HMIS Privacy Policy, may be denied access to the GA HMIS.

**I have received and read a copy of the GA HMIS System User Agreement, the GA HMIS Privacy Policy, and the GA HMIS Policies and Procedures Manual and affirm the following:**

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

---

User Signature

Date

Due to the sensitive nature of the data stored in GA HMIS, each User is required to be trained in Privacy, Security and Confidentiality practices and End User Onboarding Training prior to being allowed access. These trainings are recorded and updated as necessary, and posted to <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp>. Additionally, users will be able to find the training calendar which lists the availability of any live training, videos and webinars along with registration information.

To ensure that each user has been trained, GA HMIS staff tracks training attendance. Users who have not yet attended mandatory training are not permitted access to the system. GA HMIS staff realizes that in some cases, a user may need to be able to be trained quickly so as not to adversely affect their agency's ability to utilize GA HMIS. In the event a training is not offered and presents an undue hardship on a Participating Agency that has limited staffing and was forced to wait for training. In these cases, new users may be trained by their respective GA HMIS CoC Admin (or designated Representative). The CoC Admin or designated Representative may use any materials posted by GA HMIS staff on <http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp> to assist them in providing a complete training consisting of Privacy, Security and Confidentiality, and system use appropriate with the user's needed access level. If the CoC Admin (or designated Representative needs to provide training in the stead of GA HMIS staff, the user's account will not be activated until the CoC Admin (or designated Representative completes this form and certifies that the user has been trained. Please note that the CoC Admin (or designated Representative does not need to complete this form for any users trained directly by GA HMIS staff or System Admin. Additionally, the CoC Admin (or designated Representative may only be trained by GA HMIS staff directly or by the System Admin. HMIS Lead users may only be trained by GA HMIS staff or System Admin staff.

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

---

Signature, End User

Date

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

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Signature, Executive Director

Date

I certify the aforementioned User has completed the required trainings necessary to access the HMIS system (if applicable).

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Training completed

Date

---

Training completed

Date

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Signature, CoC Admin (or Designee)

Date