GA HMIS Policies and Standard Operating Procedures

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

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Introduction

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

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

Provider's participating in the GA HMIS are required to collect and record HUD required data elements for all new and continuing clients in the HMIS. Data entry should be completed daily for all projects including Emergency Shelters. All Providers using the GA HMIS are also required to comply with HUD's *HMIS Data and Technical Standards* available at www.hudhre.info and on the DCA website at http://www.dca.state.ga.us/housing/specialneeds/programs/hmis.asp.

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

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

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

GA HMIS Goals

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

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

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

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Incorporation and Modification of Other Documents

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

User: An individual who uses a particular software package; in this case, the GA HMIS *ClientTrack* software.

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Organization and Management of GA HMIS

Program Management

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

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

System Administration

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

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

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

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Agency Administration

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

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

Agency Administrators are responsible for the following:

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

User Access Levels

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

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

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

GA Communication with Authorized Agencies

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

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

System Availability

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

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

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

Inter-Agency Data Sharing

Policy: GA HMIS is an "open" system, meaning that data can be shared between all GA HMIS participating agencies. Whether data is actually shared or not is determined on a per client basis, based on user input and client data sharing preferences.

Explanation: The need for client confidentiality and the benefit of integrated case management needs to be balanced. In light of new regulations for Coordinated Entry and community needs, the privacy and security policies were designed to permit Inter-Agency data sharing while still safeguarding client confidentiality.

Procedure: When new clients are entered into GA HMIS, the initiating user must set the Client's data sharing permission based on the Client's response on the Release of Information form, before data sharing is permitted. These permissions control the information that is shared about the client globally.

Users must record the actual responses received by the client when setting up the client's electronic data sharing policy. Users may be monitored to ensure compliance with this policy at any time by Agency Administrators, the CoC HMIS Administrators, or the GA HMIS System Administrator, in which case users will need to provide a copy of any Release of Information forms that are requested. Any user found to not adhere to the data sharing permissions allowed by the client will be required to go through the Privacy, Security and Confidentiality training. If violations continue, the user may be subject to being permanently banned from GA HMIS, and may face possible legal action. If a user feels it is in the best interest of the client, they may further restrict the client's electronic sharing policy by setting sharing to Restrict to Org, but users may never choose to implement a less restrictive data sharing policy without collecting a new Release of Information form that has been signed by the client and permits less restrictive data sharing.

Ethical Data Use

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

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

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

Access to Core Database

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

Procedure: GA HMIS System Administrator/GA HMIS Lead staff will employ updated security methods to prevent unauthorized database access.

Client Rights and Confidentiality of Records

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

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

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

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

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

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

Authorized Agency Grievances

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

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

Client Grievances

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

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

Authorized Agency Hardware/Software Requirements

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

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

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

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

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Recommended Workstation Requirements

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

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

Authorized Agency Technical Support Assistance

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

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

Videos, Guides, Etc.

Policy: The GA System Administrators and the GA HMIS Lead will provide an array of materials to assist all GA HMIS End Users on use and functionality of the system. Each GA HMIS End User will be required to view several videos and complete an assessment prior to obtaining system access. These videos, documentation, forms, etc. will be posted in the GA HMIS webpage http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp.

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

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

Monitoring and Evaluation

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

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

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

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Security and Access

User Access

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

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

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

User Changes

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

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

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Passwords

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

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

Password Recovery

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

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

Extracted Data

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

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

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

Data Access Computer Requirements

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

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

Procedure: Each Authorized Agency and Agency Administrator is responsible for:

a) Physical space: Authorized Agencies must take reasonable steps to ensure client confidentiality when authorized users are accessing the GA HMIS system. Authorized end users are required to conduct data entry in a protected physical space to prevent unauthorized access to the computer monitor while confidential client information is accessible.
b) Use of a non-agency computer located in a public space (i.e. internet café, public library) to connect to HMIS is discouraged.
c) Time-Out Routines: Time-out (login/logout) routines on every computer to shut down access to the GA HMIS ClientTrack system when a computer is unattended. Time-out routines will be engaged at a minimum after 10 minutes of inactivity or at other intervals as GA HMIS Steering Committee determines.
d) Each computer that accesses GA HMIS ClientTrack system must have current virus software that updates automatically installed.
e) If the GA HMIS ClientTrack system is accessed over a network, the network must be protected by a hardware or software firewall at the server. A stand-alone machine that accesses the GA HMIS client data must also have a hardware or software firewall installed and active. This may be the firewall protection included as part of the operating system or the virus protection software installed on the computer.

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

GA HMIS Policies and Standard Operating Procedures

Agency Participation Requirements

GA HMIS Agency Participation Agreements

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

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

User Accounts

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

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

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

GA HMIS System User Agreements

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

GA HMIS Policies and Standard Operating Procedures

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

Procedure: The GA HMIS Lead will distribute GA HMIS System End User Agreements to new GA HMIS Users for signature. The user will sign the GA HMIS System End User Agreement and the agreement will be faxed, mailed or emailed/scanned to the GA HMIS Lead. The GA HMIS Lead will also file the signed GA HMIS System End User Agreements for all users. The existence of a signed GA HMIS End User Agreement for each active user will be verified in any on-site reviews or may be checked during regular monitoring of contracts. Allowing a user access to the GA HMIS system without a signed user agreement is a violation of the GA HMIS Policies and Standard Operating Procedures and may result in sanctions.

Training

Policy: The GA HMIS System Administrator and GA HMIS Lead are responsible for defining training needs and organizing training sessions for Authorized Agencies. Various training options will be provided, to the extent possible, based on the needs of GA HMIS end users. GA HMIS ClientTrack training materials will be provided on http://www.dca.ga.gov/housing/specialneeds/programs/hmis.asp that may be used by Agency Administrators, CoC Representatives and CoC Admins to provide extra training opportunities.

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

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

Contract Termination Initiated by Authorized Agency

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

Explanation: While Authorized Agencies who are not required to use the GA HMIS may terminate the GA HMIS Agency Participation Agreement, the data entered prior to that termination would remain part

of the database. This is necessary for the database to provide accurate information over time and information that can be used to guide planning for community services in GA. The termination of the GA HMIS Agency Participation Agreement may affect other contractual relationships with DCA, HUD, or other funders.

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

Contract Termination Initiated by GA

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

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

Procedure: Any GA HMIS Authorized Agency regardless of their funding can be terminated if they demonstrate willful neglect or disregard of the Standard Operating Procedures. If the agreement with an authorized agency or collaborative of authorized agencies is terminated, that/those Agency(ies) will be terminated from GA HMIS. For Authorized Agencies that are not required to use the HMIS system and which the GA HMIS Agency Participation Agreement is terminated, the GA HMIS System Administrator will notify the CoC Representative 30 days or more from the date of termination. The CoC will notify the

GA HMIS Policies and Standard Operating Procedures

Provider Agency. In all cases of termination of the GA HMIS Agency Participation Agreement, the GA HMIS System Administrator will disable all user accounts from that Provider Agency on the date of termination of agreement.

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Data Collection, Quality Assurance and Reporting

Required Data Collection

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

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

Timeliness of Data Entry: Providers are required to enter basic client intake data into the GA HMIS on a daily basis. Emergency Shelter programs must complete all data entry within 24 hours of a client being served which includes their entry or exit from their Program.

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

Client Consent

Policy: Each agency must post a sign at each intake or comparable location and on its web site (if applicable) explaining the reasons for data collection for those seeking services. Consent for entering of data into GA HMIS may be inferred when the proper privacy notice is posted and if the client accepts the services offered. If a client chooses to not share their data through GA HMIS, all of the client's data may still be collected and stored in GA HMIS, but data sharing must be disabled for that client's record (i.e. "locked").

Explanation: Privacy Policies should be in effect for each agency to both inform clients about the uses and disclosures of their personal data and to protect the agency by establishing standard practices for the use and disclosure of data. Each client must give permission for the disclosure and/or use of any client data outside of the privacy policy developed and posted by the agency. Client consent notices must contain enough detail so that the client may make an informed decision. Clients may withdraw permission

to have their personal protected information in the HMIS, or may make a request to see copies of his or her client record.

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

Client Consent Forms for Data Sharing

Policy: GA HMIS participating/authorized agencies must use the GA HMIS Client Consent to Share form to collect all clients' sharing consent (Appendix F). Each agency should include in its privacy policy that data collected by the agency is disclosed to the DCA HMIS Lead as part of its administrative responsibility for the GA HMIS and that the data may be used for analysis and reporting purposes. DCA HMIS Lead will only report aggregate and/or de-identified data as part of its responsibilities, and agrees to maintain the data with the highest level of confidentiality and within the security guidelines set forth in this document.

Procedure: Each client must have a signed GA HMIS Client Consent to Share form on file which records their permission (or lack thereof) before users can share their data via GA HMIS.

Appropriate Data Collection

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

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

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

Ownership

Policy: The GA HMIS, including any and all data stored in the GA HMIS, is the property of the DCA. DCA has authority over the creation, maintenance, and security of the GA HMIS. Violations of the GA HMIS

GA HMIS Policies and Standard Operating Procedures

Agency Participation Agreement, the Standard Operating Procedures, and Privacy Policies may be subject to discipline and/or termination of access to the GA HMIS.

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

Data Entry - Client Profile Sharing Level

Policy: Users will accurately record the real time data sharing level(s) indicated by the client. Repeated violation of this policy may lead to personnel action and or action against the Authorized Agency, including but not limited to immediate termination of user and/or agency access.

Procedure: Client information will not ever be shared unless the user expressly sets up a data sharing policy in the client's profile. It is imperative that, once a data sharing policy is set up for a client, users at an Authorized Agency keep this information current, modifying a current policy record or creating a new policy record as necessary, in accordance with changes to the client's GA HMIS Client Consent to Share form.

Additional Customization

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

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

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

GA HMIS Policies and Standard Operating Procedures

Data Integrity

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

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

Quality Control: Data Integrity Expectations

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

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

On-Site Review

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

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

GA HMIS Policies and Standard Operating Procedures

Client Data Retrieval

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

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

Public Data Retrieval

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

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

Data Retrieval Support/Reporting

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

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

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

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DATA SHARING & SECURITY

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

DISASTER RECOVERY

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

GA HMIS Policies and Standard Operating Procedures

Appendix A: GA HMIS End User Participation Agreement

GA HMIS Policies and Standard Operating Procedures

Appendix A: GA HMIS End User Participation Agreement

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 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 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 End User Participation 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 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 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

Appendix B: GA HMIS Agency Participation Agreement

GA HMIS Policies and Standard Operating Procedures

Appendix B: GA 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.   <u>Definitions</u>. 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.

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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. "GA 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 GA 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 and have agreed to be bound by the GA HMIS Privacy Policy ("Privacy Policy") and GA HMIS Policies and Procedures ("HMIS Policies"). Agency may use and disclose HMIS Identifying Information only in accordance with the above documents.

GA HMIS Policies and Standard Operating Procedures

C. <u>Incorporation and Modification of Other Documents</u>. The GA HMIS End User Agreement, the GA HMIS Agency Agreement , GA HMIS Privacy Policy, the GA HMIS Client Consent and the GA HMIS Custom Development Policy are incorporated into this Agreement, restated in full, and are attached to this Agreement as Appendices A, B, C, D and E respectively. All five of these documents may be amended from time to time at the discretion of DCA, and 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. <u>Access</u>. 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.

GA HMIS Policies and Standard Operating Procedures

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. <u>End User Authentication</u>: 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.

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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 the 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.

GA HMIS Policies and Standard Operating Procedures

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.

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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, CONSQUENTIAL, 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.

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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.

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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

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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.

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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.

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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

GA HMIS Policies and Standard Operating Procedures

Appendix C: GA HMIS Privacy Policy

GA HMIS Policies and Standard Operating Procedures

Appendix C: GA HMIS Privacy Policy

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

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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 use only lawful and fair means to collect and/or maintain personal information.

3. By seeking assistance at one of the GA HMIS Participating Agencies and providing personal information, it is assumed that a person consents to the collection of information as described in this notice and that the collected information may be entered into the GA HMIS.

4. DCA (including DCA's contractors), CoC Administrator Agencies, and the GA HMIS Participating Agencies may also obtain information about those seeking services from:

   - Other individuals who are accompanying the person seeking services, such as a guardian, caretaker, or advocate;
   - Referring organizations and/or service providers (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:

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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 our 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 or in person for resolution. DCA's main office is located at 60 Executive Park South, Atlanta, GA 30329. DCA's phone number for purposes of GA HMIS is (404) 679-4840;
    - If the complaint is received by DCA, in writing or in person, about a GA HMIS Participating Agency or about an internal program, it will be reviewed by the staff responsible for administering GA HMIS first. If the question or complaint cannot be resolved at that level it will be brought to the attention of the GA HMIS Steering Committee and/or DCA's Office of General Counsel, whichever is most appropriate for the particular situation.

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

G. Privacy Policy Change History

Each copy of this notice will have a history of changes made to the document. This document's change history is as follows:
- Version 1 – 2005 - Initial Policy
- Version 2 – New policy Draft (Insert approval date here and remove drafts below)
    - October 19th, 2015 (Initial revised Draft)
    - Appendix D: GA HMIS Client Consent Form December 14th, 2015 (2nd revised Draft)
- Version 3 – GA HMIS Interim Policies and Standard Operating Procedures
    - December 2017

GA HMIS Policies and Standard Operating Procedures

Appendix D: GA HMIS Client Consent Policy

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Appendix D: GA HMIS Client Consent Form

Georgia Homeless Management Information System (GA HMIS) Collaborative Client Consent to Share Information

The Georgia Homeless Management Information System ("GA HMIS") is an online database that is used to collect information (data) about clients accessing housing and homeless services throughout the State of Georgia. Organizations that receive homeless funding from the US Department of Housing and Urban Development (HUD) and other federal and state partners are required to collect and store basic information about the persons who receive their services. This organization participates in the GA HMIS and by requesting and accepting services from them you are providing consent to enter your personal information into the GA HMIS. This information is utilized to determine your needs and provide supportive services to you and your household, and information is shared with other organizations that use this database, based on your signed consent.

What type of information may be shared in the HMIS?

We collect general and Protected Personal Information about you and record it in GA HMIS. Depending on your situation, this may include, but is not limited to:

- Your basic identifying information (including name, Social Security Number, date of birth, gender, race/ ethnicity, marital and family status, household relationships, contact information, veteran status, disability status)
- Your history of homelessness and housing (including your current housing status and where and when you have accessed services)
- Your income information (sources and amounts of household income, employment information, work skills) and other resources, such as non-cash benefits
- Your legal history/information
- Your general, self-reported medical history including any mental health and substance abuse issues (however, detailed medical or treatment information will never be shared), and type of health insurance
- Your service needs and the outcomes of services provided
- Your emergency contact information

How do you benefit from sharing your information?

The information you provide to GA HMIS helps us coordinate the most effective services for you and/or your family. By sharing your information, you may be able to avoid being screened more than once, get faster and more personalized services, and minimize how many times you have to tell your 'story.' Collecting this information also gives us a better understanding of homelessness in your local area and the effectiveness of the services provided in your area.

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Who can have access to your information?

The GA HMIS participating organizations can have access to your data. These organizations may include homeless service providers, other social services organizations, housing providers, and healthcare providers. System users at participating organizations who have access to your information have signed an agreement to maintain the security and confidentiality of your information.

How is your personal information protected?

Your information in the HMIS is secured by passwords and encrypted transmission technology. In addition, each participating organization and system user must sign an agreement to maintain the security and confidentiality of the information. Your information is protected by the federal HMIS Privacy Standards. In some instances, depending on the services provided by a participating organization, your information may also be protected by additional Federal and/or State regulations, which may require additional written consent prior to any disclosure.

By signing below, you understand that:

- You have the right to receive services even if you do not sign this consent form.
- Signing this consent form does not guarantee you services.
- You have the right to receive a copy of this consent form.
- Your consent allows your record to be updated by any participating organization with which you interact without you being required to sign another consent form.
- This consent is valid for seven (7) years from the date after the Protected Personal Information was created or updated.
- You may cancel your consent at any time, but your cancellation must be done either in writing or by completing the Client Revocation of Consent to Share Information form. You further understand that any cancellation of this consent will not retroactively change information that has already been disclosed or actions already taken under your previous authorization.
- The GA HMIS Privacy Policy contains more detailed information about how your information may be used and disclosed.
- Upon your request, we will provide you with:
    - A copy of the Client Revocation of Consent to Release Information;
    - A copy of the GA HMIS Privacy Policy;
    - A copy of your full HMIS records (apart from case notes) within five (5) business days of your request;
    - A current list of participating organizations that have access to your data.
- If you find inaccurate or incomplete Protected Personal Information in your records, you have the right to request a correction.
- Aggregate or statistical data that is released from HMIS will not disclose any of your Protected Personal Information.

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- You have the right to file a grievance against any organization you feel has violated your confidentiality.
- If you need to be referred to another agency for services, certain information may need to be forwarded through HMIS to facilitate a referral. If you do not provide consent to share your information, it may negatively affect participating providers from addressing your service needs in a coordinated fashion.
- You are not waiving any rights protected under Federal and/or Georgia law.

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SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form and have received answers to your questions. Please indicate your sharing preference by choosing one of the options below:

- ☐ I consent to allow my information, and that of my minor children (if applicable, as listed below), to be shared via the GA HMIS as described in this consent form.
- ☐ I consent to allow my information, and that of my minor children (if applicable, as listed below), to be shared via the GA HMIS; however, I wish to limit that sharing as specified in the Client Consent to Share Information – Supplement form.
- ☐ I do not consent to allow my information to be shared via the GA HMIS. I understand that this choice may negatively affect the quality of services the GA HMIS participating providers are able to provide.

Client/ Legal Guardian Name (Please print):_____DOB:_____
Last 4 digits of SS_____

Signature_____Date _____

Minor Children (if any):

Client Name:_____DOB:_____Last 4 digits of SS_____

Client Name:_____DOB:_____Last 4 digits of SS_____

Client Name:_____DOB:_____Last 4 digits of SS_____

For Agency Personnel Use Only:

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

_____   _____
Signature of Organization Staff   **Date**

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Appendix E: GA HMIS GA HMIS Custom Development Policy

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Appendix E: GA HMIS Custom Development Policy

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

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

A. Initiation of HMIS Customization or Enhancement. Any HMIS Partner may initiate a discussion with Eccovia to draft a concept or specification documents. This specification process must be wholly at Eccovia or the HMIS Partner's expense. DCA nor GHFA will be subject to time or costs for specification discussions without DCA's written consent. If a HMIS Partner requests DCA's participation in the specification process, DCA's time will not exceed 15 hours unless otherwise directed by the GA HMIS Collaborative.

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

C. Funding. Any customization or enhancement projects that use funds allocated to the HMIS Partner via the GA Cost Sharing Plan must adhere to GHFA and HUD requirements. DCA must agree to any funding commitments regarding funds allocated to DCA. No other agency or entity may obligate DCA time or resources. Payments to Eccovia must be distributed across the term of any agreement and associated with concrete measurable deliverables. The CoC and DCA will document a payment schedule to ensure that no payment is duplicated and that sufficient funds are retained until the final deliverable to ensure Eccovia's compliance with the agreement.

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

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

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GA HMIS Custom Development Agreement

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

[if GHFA responsible to pay]: The parties recognize that CoC has an interest in funds paid by GHFA from its HMIS grant and shall have the right to recover same from Eccovia if warranted and in addition to any other allowed damages in the event of Eccovia's breach of this Agreement. Payment in full by GHFA shall release GHFA from any liability under this Agreement but shall not constitute acceptance of the deliverables or operate to bar or waive claims regarding Eccovia's performance.

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

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

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