



**TEHAMA COUNTY**  
**CONTINUUM of CARE**

**HMIS**

(Homeless Management Information System)

**Guidelines, Policies & Procedures**



# Table of Contents

## HMIS GUIDELINES, POLICIES & PROCEDURES. I

<b>Introduction .....</b>	<b>1</b>
<i>About HMIS (Homeless Management Information System) .....</i>	<i>1</i>
<i>About TCCoC HMIS Policies &amp; Procedures.....</i>	<i>1</i>
<b>Roles &amp; Responsibilities .....</b>	<b>2</b>
<i>HMIS Lead Agency.....</i>	<i>2</i>
<i>HMIS Participating Organizations.....</i>	<i>2</i>
<i>HMIS Licensed Users .....</i>	<i>4</i>
<b>Requirements.....</b>	<b>7</b>
<i>Minimal Technical Requirements .....</i>	<i>7</i>
<b>HMIS Policies .....</b>	<b>9</b>
1. <i>Appropriate Use of HMIS Data.....</i>	<i>9</i>
2. <i>Client Grievance Policy .....</i>	<i>9</i>
3. <i>Misuse of HMIS Data by HMIS Participating Organizations.....</i>	<i>10</i>
4. <i>Misuse of HMIS Data by HMIS Licensed Users.....</i>	<i>11</i>

## APPENDICES..... 15

<b>Appendix A: HMIS Data Element Dictionary .....</b>	<b>17</b>
<b>Appendix B: Homelessness Categories.....</b>	<b>21</b>
<b>Appendix C: Forms .....</b>	<b>23</b>
<i>TCCoC Standard HMIS Display Notification.....</i>	<i>25</i>
<i>TCCoC Standard Release of Information.....</i>	<i>27</i>
<i>HMIS/CES End User Agreement.....</i>	<i>29</i>
<i>HMIS Participating Agency Agreement .....</i>	<i>31</i>



# Introduction

## About HMIS (Homeless Management Information System)

HMIS is a secure web-based centralized database where non-profit organizations across our community enter, manage, share, and report information about the clients that they serve. It is similar to an electronic health record system in a hospital. The HMIS staff provides training and technical assistance to HMIS Participating Organization providers and their users.

HMIS gathers an unduplicated count of those accessing services as well as demographic make-up of the population accessing services, documents services provided and measures bed utilization rates for individual projects and across a community-wide system of homelessness assistance providers. Analysis of this information plays an important part in determining the measuring the effectiveness of various applied approaches to ending homelessness in a particular area and across the nation.

At the project level, HMIS data allows direct services staff to provide seamless care to participants through sharing information in a standardized format across shifts and departments and to Individual participants' progress over time. Analysis of semi-aggregate (information primarily void of identifying client level information that can be expanded to reveal greater detail when necessary to trends or to identify anomalies) provides supervisory and management staff with a reliable method of measuring project successes and identifying areas that need improvement. Projects are also likely to be responsible for providing evidence of activities and outcomes and to funders and donors, and aggregate HMIS data fits this bill quite nicely – and in some cases, is the only acceptable format with which to fulfil these reporting requirements.

As a system that connects projects across a community-wide web of projects, de-duplicates participants as they enter and exit projects within the same system and returns aggregate data (information void of any identifying client level information), Homeless Management Information Systems are a valuable resource for public policy makers, service providers, advocates, and consumer representatives.

## About TCCoC HMIS Policies & Procedures

This document provides the policies, procedures, guidelines, and standards that govern the Tehama County Continuum of Care (TCCoC) Homeless Management Information System (HMIS), a computerized system of records management for homelessness assistance projects serving Tehama County, California.

A copy of this Manual is to be provided to each HMIS-licensed staff member at each HMIS Participating Agency within the TCCoC's geographic area. As a condition of participation, each HMIS Participating Agency and each HMIS-licensed staff member is asked to adhere to all policies within the document. HMIS-licensed staff are responsible for reading and understanding this manual, and for requesting assistance and/or clarification from the HMIS Lead Agency on any information herein as needed to ensure adherence to these policies and to collect and enter accurate HMIS data.

# Roles & Responsibilities

## HMIS Lead Agency

The HMIS Lead Agency provides training and technical support to HMIS Participating Organization providers and coordinate and participates in numerous projects annually regarding data collection and performance measurement.

### *General Responsibilities:*

- Communications with the HMIS software vendor - This includes phone, email, and conferences.
- User training - HMIS Lead Agency staff is responsible for all End User training. This is to ensure consistency with training as well as to ensure the proper workflow for Member Agencies.
- Technical support as it relates to the software or project - HMIS staff is responsible for providing technical support to Agency Administrators and End Users. Technical support services attempt to help the user solve specific problems with a product and do not include in-depth training, customization, reporting, or other support services.
- Data quality initiatives – Together, HMIS Participating Organizations and HMIS staff work diligently on adhering to data quality standards in order to ensure that reports both at the provider level and the system level are complete, consistent, accurate, and timely.
- System-wide reporting on performance measures for local, state and national initiatives - HMIS staff train HMIS Participating Organizations on how to access and run reports on the data they contribute to the HMIS. Additionally, reports are provided to local community planners monthly and to statewide and national partners quarterly and annually. These data are in an aggregate format and details the trends on how clients are being served in the community.

## HMIS Participating Organizations

HMIS Participating Organizations are organizations that provide homelessness assistance, human services and/or healthcare services within the geographic area that the TCCoC serves that participate in collecting and entering HMIS data. Each HMIS Participating Organization enters into an agreement with the HMIS Lead Agency that includes detailed guidelines (see Appendix C).

### *General Responsibilities:*

- Read and understand the TCCoC HMIS Participating Organization Agreement. The agreement must be signed by a representative of that organization who is authorized to enter into such agreements.
- Schedule at least one introductory training session for any staff members that will be licensed to enter HMIS information into the system and agree to additional trainings for staff as determined appropriate by HMIS Lead Agency.
- Ensure that HMIS entry staff has access to the appropriate computer equipment and internet connection necessary for entry of HMIS data.
- Maintain hard copies of all completed TCCoC HMIS Release of Information forms, either on-site for clients enrolled in a particular activity at service site at which the activities are taking

place or at the provider's main Business Office. Storage of these forms is to be secure and accessible only by authorized staff.

- Allow HMIS entry staff sufficient time within their regularly scheduled work hours to collect and enter HMIS data and to monitor data quality.
- Post TCCoC Standard HMIS Display Notification at all project sites at which HMIS data is being collected.
- Protect the confidentiality of clients for whom HMIS data is collected. This includes obtaining informed consent from such clients using the TCCoC Standard Participant Release of Information (See Appendix C) and adhering to any additional regulations that apply to type of services that the HMIS Participating Organization's provides. Any modifications to the collection of HMIS Data Elements necessary to adhering to any such additional regulations are to be noted on an attachment to the TCCoC HMIS Participating Organization Agreement entered into by the HMIS Participating Organization prior to execution of the Agreement.
- Report HMIS data in aggregate format to the TCCoC General Collaborative Committee and the TCCoC Executive Council according to any applicable written standards or notices produced by TCCoC.
- Participate in the Coordinated Entry System in the capacity appropriate to the HMIS Participating Organization's project type and funder requirements. The minimum level of CES participation requires that all HMIS Participating Organizations provide referrals INTO the CES as appropriate. Once it is determined that the individual or family presenting at the HMIS Participating Organization as homeless would be interested in receiving housing assistance, a VI-SPDAT assessment is to be conducted and the assessment results and basic client info into the Housing First Tehama – CES within the HMIS, regardless of whether the client's information will be entered into the HMIS Participating Organization's own HMIS enrollment records.

## HMIS Participating Organization Point of Contact

Each Participating Organization will designate one HMIS-licensed staff member to act as the HMIS Participating Organization Point of Contact.

### *General Responsibilities:*

- Serve as liaison between HMIS Lead Agency and HMIS Participating Organization on matters pertaining to setup, training, and everyday use of the HMIS.
- Monitor HMIS Participating Organization's compliance with guidelines in the above section and detailed in the TCCoC HMIS Participating Organization Agreement and notify supervisory staff of any compliance concerns.
- Receive updates by email from the HMIS Lead Agency regarding HMIS requirements and/or changes in HMIS regulations.
- Perform basic inter-organization troubleshooting for any other HMIS-licensed staff members employed at the organization and, if issues are not resolvable, communicate with HMIS Lead Agency to resolve the issue.
- Submit all data required for community-wide reports to HMIS Lead Agency as requested.
- Produce all reports needed by HMIS Participating Organization to satisfy funder reporting requirements.
- Produce reports using HMIS data as requested by HMIS Participating Organization management staff in accordance with all confidentiality guidelines imposed by the Organization, the HMIS

Lead Agency and any state, federal or local guidelines to which the Organization is required to uphold.

- Adhere to and enforce the HMIS Policies and Procedures.
- Enforce HMIS User Agreements.
- Ensure client privacy, security, and confidentiality as stipulated in HMIS Licensed User General Responsibilities and ensure that all HMIS Licensed Users adhere to these guidelines.
- Communicate and authorize personnel/security changes for HMIS End Users to HMIS Staff within 24 hours of a change.
- Ensure Agency and all users are using the correct HMIS related forms and following the most current HMIS work flow.
- Inform HMIS Staff of all project changes with at least five business days prior to the change.
- Post TCCoC Standard HMIS Display Notification at all project sites at which HMIS data is being collected.
- Attend all HMIS required meetings and conference calls.
- Assist with HMIS projects as needed (AHAR, PIT, eHIC, and Pulse).
- Comply with all additional responsibilities assigned to all HMIS Licensed Users.

## HMIS Licensed Users

HMIS Participating Organizations may authorize multiple staff members perform HMIS data entry, however, a separate HMIS License must be secured each individual user. Under no circumstances are licenses permitted to be shared between multiple staff members

### *General Responsibilities:*

- Read, understand and complete a TCCoC HMIS End User Agreement (see Appendix C) prior to training and prior to logging in to the HMIS.
- Attend at least one training session provided by HMIS Lead Agency and comply with requests for attendance at additional training events from HMIS Lead Agency or HMIS Participating Organization Point of Contact as needed to ensure accuracy of entered data and/or compliance with HMIS guidelines.
- Ensure accurate collection of HMIS Data Elements from all clients in programs eligible for entry into HMIS. Direct, live entry of Data Elements at time of collection is preferred, but TCCoC recognizes that this may not be practical for some organizations. Collection of HMIS Data Elements on hard copy forms for later entry in HMIS is permitted, provided that hard copy forms are kept secure and are accessible only by authorized staff. It is the responsibility of HMIS Licensed Users to train any additional staff that may be assisting in collecting HMIS data on hard copy forms and to confirm with clients and/or additional staff any unclear responses entered on hard copy forms. It is the HMIS Participating Organization's responsibility to develop hard copy forms and to ensure that they are revised to reflect any changes in HMIS Data Element collection guidelines.
- Enter all HMIS Data collected in a timely manner. HMIS Data collected on hard copy forms is to be entered into the HMIS within 24 hours of collected, unless a specific exception has been agreed upon by the HMIS Lead Agency and HMIS Participating Organization.
- Notify HMIS Participating Organization Point-of-Contact of any circumstance that may inhibit timely entry of HMIS data.

- Ensure client privacy, security, and confidentiality. Absolutely no information accessed while collecting, entering or otherwise handling HMIS data is to be shared with unauthorized staff, with any person outside the organization or with any client other than the client from whom the information was collected. Organization-specific releases of information forms must specify HMIS Data Elements and the HMIS by name in order to allow sharing of HMIS data with any party otherwise covered in the organization-specific Release of Information form.
- Ensure that TCCoC Standard HMIS Display Notification is displayed at project sites at which HMIS data is being collected.
- Adhere to any organization-specific guidelines set forth by the HMIS Participating Organization by which the user is employed or is acting as a volunteer.



# Requirements

## Minimal Technical Requirements

All HMIS End User workstations must meet minimum technical requirements in order for HMIS to be functional and to meet the required security specifications.

### *Hardware:*

- Memory: 4 Gig recommended, (2 Gig minimum), If XP – 2 Gig recommended, (1 Gig minimum)
- Monitor: Screen Display - 1024 by 768 (XGA)
- Processor: A Dual-Core processor is recommended.

### *Internet Connectivity:*

- Reliable internet connection. Broadband Internet Connectivity (high speed internet) is recommended for efficient entering of data.

### *HMIS Licensed User Prerequisites:*

- HMIS Licensed Users should have a basic computer skills. Training on basic computer skills for any staff members that are to be designated as HMIS Licensed Users is the responsibility of the HMIS Participating Organization and/or the HMIS Licensed User him-/herself. Information regarding web-based tutorials and/or local training resources can be furnished by HMIS Lead Agency upon request.
- HMIS Licensed Users must pass a background check performed by HMIS Participating Organization and must have been shown to be free of past convictions that include behavior that could pose a security risk regarding HMIS data collection and/or access to confidential client information. For guidance on specific past convictions that should disqualify a staff member from using HMIS or rehabilitative measures that may warrant exceptions to exclusion, contact the TCCoC HMIS Lead Agency.



# HMIS Policies

## 1. *Appropriate Use of HMIS Data*

- a. HMIS data is to be used ONLY for case management, project evaluation, education, statistical and research purposes and satisfying funder reporting requirements.

## 2. *Client Grievance Policy*

- a. Clients have the right to file a grievance with the HMIS staff about any HMIS Participating Organization related to violations of access in HMIS, violations of HMIS Policies and Procedures, or violations of any law.
  - i. **Procedure:** HMIS Lead Agency staff will entertain any client who wishes to file grievance against any HMIS Participating Organization.
    1. HMIS Lead Agency staff will request that a client fill out a HMIS Client Grievance Form, which can be obtained by contacting the HMIS Lead Agency staff by phone, email or regular mail.
    2. Once completed and submitted by the client, HMIS Staff will investigate the complaint and provide its findings to the client who lodged the grievance.
    3. HMIS will notify the parties involved about the alleged incident reported.
    4. If the client is not satisfied with the findings of the grievance, the client must submit a grievance request in writing to the U.S. Dept. of Housing and Urban Development.
- b. Other HMIS Participating Organizations have a right to file a grievance with the HMIS staff about any HMIS Participating Organizations related to violations of access in HMIS, violations of HMIS Policies and Procedures, or violations of any law.
  - i. **Procedure:** HMIS staff will entertain any HMIS Participating Organization who wishes to file grievance against any other HMIS Participating Organization. In cases where a client leaves one HMIS Participating Organization to receive services from another HMIS Participating Organization and the client reports a suspected violation, the new HMIS Participating Organization does have a right to file a grievance or duty to warn the HMIS staff on behalf of the client as long as the client grants their permission to file a grievance on their behalf.
    1. HMIS staff will request a HMIS Client Grievance Form be completed by either the client or the HMIS Participating Organization. The form can be obtained by contacting the HMIS Lead Agency staff by phone, email or regular mail.
    2. Once completed and submitted by the client, HMIS Lead Agency Staff will investigate the complaint and provide its findings to the client who lodged the grievance.
    3. HMIS Lead Agency staff will notify the parties involved and the TCCoC Executive Council regarding the alleged incident reported.
    4. If the client is not satisfied with the findings of the grievance, the client must submit a grievance request in writing to the U.S. Department of Housing and Urban Development.

### 3. Misuse of HMIS Data by HMIS Participating Organizations

- a. HMIS Participating Organization providers will not breach system confidentiality by misusing HMIS data.
  - i. Breaches include, but may not be limited to, failure to adhere to the following:
    1. HMIS Participating Organizations shall not use any data within HMIS to solicit clients, organizations, or vendors for any reason. At no time shall confidentiality of clients, organizations and vendors be violated by disclosing client information to non-members. Data in HMIS will not be used to solicit for volunteers, employees, or clients of any type. This information must not be sold, donated, given, or removed from HMIS for any purpose that would violate client, organization, or vendor confidentiality or put participants at harm or risk. Those found in violation of this rule will have their access to HMIS immediately terminated and the violation disclosed to all local government and funding entities.
    2. HMIS Participating Organizations shall not sell any HMIS client, organization, or vendor data for any reason. At no time shall confidentiality of clients, organizations, and vendors be violated by selling any information. HMIS Participating Organization providers shall not profit from disclosure of client, organization, or vendor information. Disclosure of information puts everyone at legal risk. Violation or breaches in HIPAA and 42 CFR regulations can result in fines and jail time.
    3. HMIS Participating Organizations will report any known or suspected breach of client confidentiality regarding HMIS data to HMIS Lead Agency immediately.
    4. HMIS Participating Organizations will provide any client who expresses a desire to submit a Client Grievance regarding a suspected HMIS data security breach with the telephone number and regular business hours of the HMIS Lead Agency and a blank copy of the TCCoC Standard Release of Information form in which instructions for submitting a grievance is included.
    5. HMIS Participating Organizations will comply with suspension of User Licenses pending investigation of Client Grievances if instructed to do so by HMIS Lead Agency, and will arrange internally for continued collection of HMIS Data Elements throughout a User's suspension. If this creates a hardship for the Organization, HMIS Lead Agency is to be notified of the hardship immediately in order to provide technical assistance to prevent lapses in collection of HMIS Data Elements.
- b. **Corrective Action Plan:** Organizations found in violation of this rule will have their access to HMIS immediately terminated and the violation disclosed to all local government and funding entities.
  - i. **Appeal:** Organizations whose access to HMIS has been terminated due to violation of this rule may appeal, in writing, within 5 business days of notification of termination. Requests for appeal may be submitted by mail or email to any Executive Council Member and will be acknowledged within 48

hours of receipt. Hearing of appeal and investigation of claims will be conducted by two or more Executive Council members and/or two or more impartial parties appointed by the Executive Council. The decision of this Appeal Committee will be final.

#### 4. Misuse of HMIS Data by HMIS Licensed Users

- a. HMIS Licensed Users will not breach system confidentiality by misusing HMIS data.
  - i. Breaches include, but may not be limited to, failure to adhere to the following:
    1. HMIS Licensed users shall not disclose any information learned while collecting, entering or otherwise accessing the HMIS to any party other than the party from whom it was collected without express, written permission from that party that specifically refers to the HMIS data element to be shared.
    2. HMIS Licensed users shall not use threat to disclose information learned while collecting, entering or otherwise accessing the HMIS to influence any client to provide any good or service, to modify his or her behavior to discontinue services.
    3. HMIS Licensed Users shall never modify HMIS data in an effort to affect a client's eligibility for any service or referral.
    4. If previously entered data is found to have been entered in error by any user, including one's self, requests for revision of the data are to be submitted to the HMIS Lead Agency to prevent data quality discrepancies. HMIS Licensed Users will not be penalized for erroneous entries, but may be asked to participate in further training should errors occur with frequency.
  - b. **Corrective Action Plan:** If an HMIS Participating Organization or any of its End Users have violated any HMIS policy, the HMIS Lead Agency Staff will implement an action plan upon discovery of the violation.
    - i. **Procedure:** Violations in HMIS policy may occur. HMIS Participating Organizations will work to ensure violations in policy are prohibited. If a violation is discovered, it is the role of the HMIS Participating Organization Supervisory staff to swiftly respond in order to prevent further violations from occurring or the current violation from harming clients or other HMIS Member Agencies. The HMIS Lead Agency staff will determine a course of action depending on the type and the severity of the policy violation.
      1. **Critical Risk** (For example: Security Breach, Imminent risk to clients, Unresolved Data Quality Errors)
        - a. HMIS System Administrator will suspend all HMIS Participating Organization Active End User Licenses. Affected End Users will be suspended until retraining.
        - b. HMIS Project Coordinator immediately reports the violation to the HMIS Lead Agency.
        - c. HMIS Project Coordinator will contact the HMIS Participating Organization in question to discuss the violation and course of action.
        - d. HMIS Participating Organization will be suspended until violation is resolved and will be placed on probation for at least 90 days.

- e. HMIS Lead Agency will contact the HMIS Participating Organization Contract Manager to discuss violation and action plan.
2. **Medium Risk** (For example: Grievance has been filed against HMIS Participating Organization or general complaints that threaten or endanger clients.
    - a. HMIS Project Coordinator immediately contacts and reports to the HMIS Lead Agency to discuss the course of action and plan.
    - b. HMIS Project Coordinator will contact the HMIS Participating Organization in question to discuss the violation and course of action.
    - c. The HMIS Lead Agency will contact the HMIS Participating Organization Contract Manager to discuss violation and action plan.
    - d. HMIS Participating Organization will be placed on Probation for at least 90 days and possible suspension until violation resolved.
    - e. If appropriate, HMIS System Administrator will suspend all HMIS Participating Organization's Active End User Licenses.
  3. **Low Risk** (For example: Unresponsive HMIS Participating Organization to HMIS Requests, Ceased Data Entry, Incorrect Bed List, End User Inactivity, and Timeliness Issues.)
    - a. HMIS Project Coordinator immediately contacts and reports to the HMIS Lead Agency to discuss the course of action and plan.
    - b. HMIS Project Coordinator will contact the HMIS Participating Organization in question to discuss the violation and course of action.
    - c. If appropriate, the HMIS Lead Agency will contact the HMIS Participating Organization Contract Manager to discuss violation and action plan.
    - d. If appropriate, HMIS Participating Organization will be placed on probation for at least 90 days or until violation resolved.
    - e. If appropriate, HMIS System Administrator will suspend all or some of the HMIS Participating Organization End User Licenses in question.
- ii. HMIS Participating Organizations whose Licensed Users are found to be in violation of this rule may be subject to one of the following potential Course of Action:
1. **Probation**  
 The HMIS Project Coordinator will notify the Organization's Executive Director and HMIS Lead Agency Administrator in writing to set up a one-on-one meeting to discuss the violation in question. During the meeting, an action plan will be developed and documented with relevant time frames outlined set to correct actions. If a training issue is identified, the HMIS Project Coordinator will coordinate further follow up with the End Users in question. The HMIS Participating Organization and/or HMIS Licensed User will be on placed on probation, for a minimum of 90 days, where monitoring and auditing may be required and performed regularly during this period. Notification of probation will be communicated to all local contract managers.
  2. **Suspension**  
 If a violation is of critical risk or the corrective measure(s) are not achieved

*in the probationary period, or more HMIS violations occur during the probationary period, the HMIS System Administrator will suspend access to HMIS until the issues are resolved. The HMIS Participating Organization will receive a written notice to the HMIS Participating Organization's Executive Director of the suspension, reasons, and effective date. During suspension, a mandatory meeting will be held between the HMIS Participating Organization Executive Director, the CoC Leadership, and the HMIS Lead Agency Staff, if appropriate, to discuss suspension and requirements for resolution. All meeting deliverables will be documented in writing and must be achieved within the set probationary period.*

### **3. Termination**

*If the Participating Organization violates any policies deemed of critical risk and fails to achieve resolution within the probation period, the HMIS Staff will permanently terminate the Participating Organization from HMIS. The HMIS Participating Organization will receive a written notice to the Participating Organization Executive Director outlining the termination, reasons, and effective date. Notification of the termination will be sent to all local contract managers. In the case of incurred data quality costs and/or transfer costs, the Participating Organization will assume responsibility for payment.*



# Appendices



## Appendix A: HMIS Data Element Dictionary

### Client Profile Elements

Social Security Number (SSN)	<b>Enter client's nine (9) digit Social Security number. Social Security benefits.</b>
Quality of SSN	<b>Data Quality indicator.</b> SSN collection is required for producing an accurate, unduplicated local count of homeless persons accessing services covered by HMIS. Place a zero (0) in the position of any unknown digit.
Last Name	<b>Enter client's last name, preferably as it appears on individual's birth certificate or state issued ID.</b> Partial names, street names or code names are accepted but should be indicated as such in "Quality of Name".
First Name	<b>Enter client's first name, preferably as it appears on individual's birth certificate or state issued ID.</b> Partial names, street names or code names are accepted but should be indicated as such in "Quality of Name".
Quality of Name	<b>Data Quality indicator.</b> Accurate name collection is required for producing an accurate, unduplicated local count of homeless persons accessing services covered by HMIS. Indicate the Quality of Name as individual self-reports. Name should not be revised once saved without consulting with HMIS Lead Agency.
Date of Birth	<b>Exact Date of Birth as it appears on individual's birth certificate or state issued ID is preferred, however, approximate Date of Birth accepted, based on individual's self-report of age or approximate year of birth.</b>
Quality of Date of Birth	<b>Data Quality indicator.</b> Date of Birth collection is required for producing an accurate, unduplicated local count of homeless persons accessing services covered by HMIS. Date of Birth should not be revised once saved without consulting with HMIS Lead Agency.
Unique Identifier	<b>Generated by system upon saving of record. No input required.</b>
Middle Name	<b>Given middle name as it appears on individual's birth certificate or state issued ID is preferred, however, middle name is not mandatory and does not affect Data Quality reports.</b>
Gender	<b>Enter the client's Gender identification as self-reported by the client.</b> If client declines to respond to Gender inquiry, indicate "Client Refused". Gender identification should not be assumed by staff.
Race	<b>Enter client's Race identification as self-reported by client.</b> If client declines to respond to Race inquiry, indicate "Client Refused". Race identification should not be assumed by staff.
Ethnicity	<b>Ethnicity identification as self-reported by individual.</b> If client declines to respond to Race inquiry, this should be indicated. Ethnicity identification should not be assumed by staff.
Veteran Status	<b>Veteran status as self-reported by individual.</b> A Veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.
Veteran Information	<b>Veteran Information as self-reported by individual.</b> This includes Year Entered Military Service, year Separated (year military service ended), Theatre(s) of Operations, Branch of Military and Discharge Status. Approximate Year Entered and Year Separated can be entered if client is unsure; documentation will be required prior to enrollment in any activities open exclusively to veterans.

<b>Program Entry Elements</b>	
Program Entry Date	<b>Enter the date of enrollment in current program.</b>
Housing Status at Entry	<b>Select the option that best describes client's housing status.</b> See Appendix B: Homelessness Categories for clarification of available options.
Residence Prior to Program Entry	<b>Choose the category that best describes the location at which client slept or spent the night on the night immediately prior to enrollment.</b>
Length of Stay in Previous Place	<b>Choose the option that best describes the length of time that the client stayed at the place indicated in "Residence Prior to Program Entry" field.</b>
Entering From the Streets, ES, or Safe Haven	<b>Choose "Yes" or "No" to indicate whether or not client spend night immediately prior to entry in either a Place not meant for habitation, an Emergency Shelter or a Safe Haven.</b>
Approximate Date Started	<b>Enter the approximate date that the client's current episode of homelessness began as self-reported by client.</b> Client can be assisted in determining this approximate date through a series of questions regarding the events surrounding client becoming homeless, including asking client about the weather during the events that led to his or her homelessness, the events' timing in relation to significant dates such as holidays.
Number of times on the streets, in ES, or Safe Haven in the past three years	<b>Choose the option that corresponds to the number of times client has been housed then became homeless in the most recent three years, as self-reported by client.</b> Possible responses are enumerated only for options "Once", "Twice" and "Three Times"; once response surpasses three times, choose "Four or More Times".
Total number of months homeless on the streets, in ES, or Safe Haven in the past three years	<b>Choose the option that corresponds to the number of months that client has spent homeless in the most recent three years combined.</b> Possible responses are enumerated only for options "One Month" through "Twelve Months"; once response surpasses twelve months, choose "More than 12 Months".
Disabling Condition	<b>Choose "Yes" or "No" to indicate whether or not client has a Disabling Condition.</b> A Disabling Condition is: (1) a disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is (a) expected to be of long continued and indefinite duration, (b) substantially impedes an individual's ability to live independently, and (c) of such a nature that such ability could be improved by more suitable housing conditions; (3) a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agency for acquired immunodeficiency syndrome; or (5) a diagnosable substance abuse disorder.
Physical Disability Developmental Disability Chronic Health Condition HIV - AIDS Mental Health Problem Substance Abuse Problem	<b>Choose "Yes" or "No" beside each type of Disability to indicate whether or not client has a Disability of each particular type as self-reported by client.</b> "Yes" response will unhide conditional questions: <b>Receiving Services:</b> Choose "Yes" if Disability <b>Long Term _____ Disability:</b> Choose "Yes" if Disability is expected to be of long, continued and indefinite duration and substantially impede a client's ability to live independently. <b>Documented:</b> Check the box if project has documentation of this Disability on file. *Consult TCCoC Policies & Procedures Manual to determine documentation requirements as they apply to a particular Project Type.
Victim of Domestic Violence	<b>Choose "Yes" or "No" to indicate whether or not client has been a victim of domestic violence at any point in his or her lifetime.</b> "Yes" response will unhide conditional questions: <b>Last Occurrence:</b> Choose the option that corresponds to the time since client self-reports having been victimized. <b>Are you currently fleeing?:</b> Choose "Yes" or "No" based on whether client self-reports that he or she cannot return to his or her previous residence due to fear of abuse. *If choosing "Yes" to "Are you currently fleeing?", response to "Housing Status at Entry" should be "Category 4".

Income from Any Source	<b>Choose "Yes" or "No" to indicate whether or not client currently receives cash income from any source.</b>
Earned Income Unemployment Income Worker's Compensation Private Disability Insurance VA Service-Connected Disability Compensation Social Security Disability Income (SSDI) Supplemental Security Income (SSI) Social Security Retirement VA Non-Service Connected Disability Pension Employment Pension TANF (Temporary Assistance for Needy Families) General Assistance (GA) Spousal Support Child Support Other Cash Income	<b>Check the box that indicates the source of income received by client.</b> <i>Checking a box will unhide a field in which the amount per month received by client from each selected income source.</i>
Total Cash Income for Individual	<b>Calculated by system. No input required.</b>
Non-Cash Benefits	<b>Choose "Yes" or "No" to indicate whether or not client currently receives Non-Cash benefits from any source.</b>
SNAP WIC TANF Childcare TANF Transportation Other TANF Benefit Section 8 Temporary Rental Assistance Other Non-Cash Benefit	<b>Check the box that indicates the source of non-cash benefits received by client.</b>
Covered by Health Insurance	<b>Choose "Yes" or "No" to indicate whether or not client is currently covered by Health Insurance.</b>
MEDICAID MEDICARE SCHIP VA Medical Employer Provided Obtained through COBRA Private Pay Health Insurance State Health Insurance for Adults	<b>Check the box that indicates the type of Health Insurance under which client is covered.</b> <i>* The "Medicaid" program in California is known as "Medi-Cal". If client reports being covered under "Medi-Cal", indicate "Medicaid" as Type of Health Insurance.</i>

## Follow-Up Assessment Elements

Program Follow-Up Date	<i>Enter the date of Follow-Up Assessment.</i>
<b>* Remainder of Follow-Up Assessment Questions:</b>	<i>Revise responses on the Follow-Up Assessment screen to reflect any changes that have occurred regarding client's circumstances in the time since Program Entry. The remainder of questions that appear on the Follow-Up Assessment are identical to those on the Entry screen, and will be pre-populated with responses entered at Program Entry.</i>

## Program Exit Elements

Program Exit Date	<i>Enter the date client exits current program.</i>
Housing Status at Exit	<i>See Appendix B: Homelessness Categories</i>
Destination	<i>Choose the category that best describes the location that client plans to spend the night immediately after exiting program..</i>
<b>* Remainder of Enrollment Exit Questions:</b>	<i>Revise responses on the Exit screen to reflect any changes that have occurred regarding client's circumstances in the time since Program Enrollment and/or Update date. The remainder of questions that appear on the Exit screen are identical to those completed on the Entry and Follow-Up screens, and will be pre-populated with responses entered on the most recent of those two screens.</i>

# Appendix B: Homelessness Categories

## Category 1

**An individual or family who lacks a fixed, regular, and adequate nighttime Residence, meaning:**

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government program)
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

## Category 2

**An individual or family who will imminently lose their primary nighttime residence, provided that:**

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; No subsequent residence has been identified; and The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

## Category 3

**Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:**

1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act, section 637 of the Head Start Act, section 41403 of the Violence Against Women Act of 1994, section 330(h) of the Public Health Service Act, section 3 of the Food and Nutrition Act of 2008, section 17(b) of the Child Nutrition Act of 1966, or section 725 of the McKinney-Vento Homeless Assistance Act;
2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

## Category 4

**Any individual or family who**

1. Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.



# Appendix C: Forms

**Forms are updated periodically.**

Please visit [www.tehamacoc.org](http://www.tehamacoc.org) and click on the HMIS tab to access the most up-to-date TCCoC HMIS forms.



# Homeless Management Information System (HMIS)

In coordination with **CA-527 Tehama County Continuum of Care**

We collect personal information directly from you to enter into a computer system called HMIS (Homeless Management Information System). Many agencies that provide assistance use this computer system to gather information about clients that are homeless or at risk of homelessness.

We are required to collect some personal information through organizations that help fund this program. The personal information that we collect is important to run our programs, to improve services for homeless and those facing homelessness, and to better understand the needs of our clients in our community.

We only collect information that we consider to be appropriate. You are not required to provide this information. However, without your information, we may not be able to fully assist your needs. All information provided is safeguarded and held under tightest security.

You have a right to review the personal information that we have about you. If you find mistakes, you can ask us to correct them. You have a right to file a complaint if you feel that your data privacy rights have been violated.

Please tell our staff if you have questions. If requested, our staff will provide you with a copy of our HMIS Consent Form.



**TEHAMA COUNTY  
CONTINUUM of CARE**

NO MODIFICATIONS CAN BE MADE TO THIS FORM  
\*\* FOR DISPLAY ONLY.  
THIS FORM CANNOT BE A SUBSTITUTION FOR THE ROI.  
Updated 10/25/2015

[TCCoC Standard HMIS Display Notification](#)





CA-527 Tehama County Continuum of Care  
**Homeless Management Information System**

**TEHAMA COUNTY  
CONTINUUM of CARE**

TCCoC Standard Release of Information

This agency participates in the **Homeless Management Information System (HMIS)** by collecting information, over time, about the characteristics and service needs of men, women, and children experiencing homelessness.

To provide the most effective services in moving people from homelessness to permanent housing, we need an accurate count of all people experiencing homelessness in the region. In order to make sure that clients are not counted twice if services are provided by more than one agency, we need to collect some personal information.

**What information is collected about you?** You may be asked for the following:

- Personal Identifying Information (Such as name, social security number, date of birth, and contact information such as address and phone number)
- Demographic information (Gender, race, ethnicity, etc.),
- Household information (family members, marital status, the type of housing you live in or homelessness status, domestic violence history, reasons for homelessness, etc.)
- Information related to your employment or ability to work (Household income, work skills, military veteran status, disability status, substance abuse issues or pregnancy status, etc.)
- Services needed and provided, and Outcomes of services provided.

This information is used to improve the quality of service that you and other program participants receive. Your information will be stored in our database for 7 years. You have the right to refuse to provide this information.

The information collected may also be used to help connect you to other services in the area that may be able to help you with housing or other needs. By agreeing to provide this information, you are also giving this agency permission to share your basic information and information about your current situation with other service organizations in the area. Choosing not to consent to this agreement will not affect your eligibility for services from any of these organizations, but it will be your own responsibility to contact any additional organizations from which you wish to receive services and apply for services to each one individually.

- We will guard this information with strict security policies to protect your privacy. Our computer system is highly secure and uses up-to-date protection features such as data encryption, passwords, and identity checks required for each system user. There is a small risk of a security breach, and someone might obtain and use your information inappropriately. If you ever suspect the data in HMIS has been misused, immediately contact Andrea Curry at 530-528-0300 x102.
- If you are fleeing domestic violence, please consider that your information is viewable by authorized members of other agencies currently using HMIS. It may be more appropriate for you

to request services from an agency specializing in domestic violence. Domestic violence providers are barred by law from entering information into HMIS.

- Your decision to participate in HMIS will not affect the quality or quantity of services you are eligible to receive from this agency, and will not be used to deny outreach, shelter or housing. However, if you do choose to participate, services in the region may improve if we have accurate information about homeless individuals and the services they need.
- You may request a comprehensive list of agencies that have access to your information via written or verbal request to the agency that collected your information.
- You may request to review a copy of the HMIS information entered about you or your children with an authorized HMIS user.

I DO consent to the inclusion of personal information in HMIS about me, and any dependents listed below and authorize information to be collected and shared with current HMIS participating agencies.\* \*A complete list of agencies can be supplied as requested. I understand that my personal information will not be made public and will only be used with strict confidentiality. I also understand that I may withdraw my consent at any time.

Dependent children under 18 in household, **if any** (first and last names):

_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

### SIGN IF REFUSING CONSENT ONLY:

I DO NOT consent to my information being shared with outside agencies. I understand that if I do not sign this form, it will not change whether or not I can receive services from the agency listed below and any other participating agencies. However, I would need to contact each such agency directly to apply for assistance and for a determination of eligibility. I recognize that my information will still be viewable by the HMIS Administrator.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
STAFF NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

# HMIS/CES End User Agreement

Tehama County Continuum of Care HMIS and Coordinated Entry Systems (HMIS/CES)

As a User (agency staff or agency volunteer) of the HMIS/CES who enters information into the HMIS or views electronic information in the HMIS, I agree to the following:

- I understand that my User ID and Password give me access to the HMIS/CES. My User ID and Password are for my use only and I will not share, or allow them to be shared, with any person for any reason. I will take all reasonable means to keep my User ID and Password secure to prevent its use by any other person.
- I understand that the only individuals who can view information in the HMIS/CES are authorized users and the clients to whom the information pertains.
- I understand that not all users can view all information.
- I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- If I am logged into the HMIS/CES and must leave my work area for any length of time, I must log-off the HMIS/CES. Failure to log off the HMIS/CES appropriately may result in a breach in client confidentiality and system security.
- I will obtain and file a hard copy of such client consent forms as are required by my agency, state and/or federal law.
- I understand that I must save data at regular intervals because the system will log off at 15-minute intervals without automatically saving the information that I have entered.
- I agree to enter data into the HMIS/CES in accordance to the policies of my agency and the standards of the HMIS/CES.
- I agree that I will not enter in the HMIS/CES discriminatory comments made by or about an employee, volunteer, or other person based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation. I understand that offensive language and profanity are not permitted in the HMIS/CES. This does not apply to the input of direct quotes by a client IF the Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.
- I agree to use the HMIS/CES ONLY for business purposes related to serving the clients of my agency.
- If I notice or suspect a security breach, I shall immediately notify the designated HMIS/CES Contact person in my agency or the HMIS/CES System Administrator.
- As a HMIS/CES user, I will treat other Member Agencies and their staff with respect, fairness and good faith in obtaining and entering their data.
- As a HMIS/CES user, I will maintain high standards of professional conduct.
- As a HMIS/CES user, I recognize that my primary responsibility is to my client.
- I understand that I may be subject to personnel action, including but not limited to termination from employment or volunteer status, from my employer for failure to comply with this Code of Ethics.

*I have read, understanding and agree to comply with all of the statements above.*

**HMIS/CES End User Name** \_\_\_\_\_

**Job Title** \_\_\_\_\_

**Agency Name** \_\_\_\_\_

**User Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**User E-mail address** \_\_\_\_\_



**TEHAMA COUNTY**  
CONTINUUM of CARE





CA-527 Tehama County Continuum of Care

## Homeless Management Information System

**TEHAMA COUNTY  
CONTINUUM of CARE**

### HMIS Participating Agency Agreement

This agreement is entered into on \_\_\_\_\_ (date) between Alternatives to Violence, as HMIS Lead Participating Organization for CA-527 Tehama County Continuum of Care, hereafter known as "TCCoC," and \_\_\_\_\_ (Participating Organization name), hereafter known as "Participating Organization," regarding access, use and sharing of data with the TCCoC Continuum of Care Homeless Management Information System, hereafter known as the "TCCoC CoC HMIS."

### Introduction

The TCCoC HMIS (Clarity Human Services), a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout Tehama County Continuum of Care (CoC) to enter, track, and report on information concerning their own clients and to share information on common clients.

#### **TCCoC HMIS goals are to:**

Improve coordinated care for and services to homeless persons in the CoC.

Provide a user-friendly and high quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning, and

Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and the CoC.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the TCCoC HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless.

#### **TCCoC Responsibilities to TCCoC HMIS Clarity Human Services users:**

Will provide the Participating Organization 24-hour access to the TCCoC HMIS Clarity Human Services database system, via internet connection.

Will provide Privacy Notices, Client Release forms and other agreements that may be adopted or adapted in local implementation of TCCoC HMIS functions.

Will provide both initial training and periodic updates to that training for core Participating Organization Site Administrator Staff regarding the use of the Clarity Human Services system,

with the expectation that the Participating Organization will take responsibility for conveying this information to all Participating Organization Staff using the system.

Will provide basic user support and technical assistance (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9 AM to 4 PM on Monday through Friday (with the exclusion of holidays).

Will not publish reports on client data that identify specific agencies or persons, without prior Participating Organization (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the TCCoC HMIS Clarity Human Services database.

Publication practice will be governed by policies established by relevant committees operating at the TCCoC HMIS level for continuum-wide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

### **Responsibilities of Agencies Submitting HMIS by any Other Method**

Non-TCCoC HMIS Organizations providing HMIS-required services to client within Tehama County Continuum of Care's geographic area will share with the TCCoC HMIS client data on all homeless programs run by the Non-TCCoC HMIS Organization operating within Tehama County Continuum of Care's geographic area.

It is the responsibility of the Non-TCCoC HMIS Organization to coordinate with the HMIS Lead Agency and/or HMIS System Administrator to put in place a plan for contributing the Non-TCCoC HMIS Organization's HMIS data to the TCCoC's community-wide HMIS, via import file of format to be determined by system capabilities, through arranging manual input by a contracted party, or by any other means that are in compliance with all policies set forth in the TCCoC HMIS Guidelines, Policies & Procedures, including protecting client privacy allowing for de-duplication of client records.

## **Privacy and Confidentiality**

### **Protection of Client Privacy**

The Participating Organization will comply with all applicable federal and state laws regarding protection of client privacy.

The Participating Organization will comply specifically with federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Participating Organization understands that the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients

The Participating Organization will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.

The Participating Organization will comply with all policies and procedures established by TCCoC pertaining to protection of client privacy.

### **Client Confidentiality**

The Participating Organization agrees to provide a copy of the TCCoC HMIS Guidelines, Policies & Procedures to each consumer. The Participating Organization will obtain each consumer's consent to collect data on the *Client Consent of Data Collection* (or an acceptable Participating Organization-specific alternative) form. If consent is not given then the Participating Organization will enter consumer information as "anonymous". The Participating Organization will provide a verbal explanation of the TCCoC HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the document.

The Participating Organization will not solicit or enter information from clients into the TCCoC HMIS database unless it is essential to provide services or conduct evaluation or research.

The Participating Organization will not divulge any confidential information received from the TCCoC HMIS to any organization or individual without proper written consent by the client on the *TCCoC Standard Release of Information Form (ROI)* unless otherwise permitted by applicable regulations or laws.

The Participating Organization agrees to place all *TCCoC Standard Release of Information* forms related to the TCCoC HMIS in a file to be located at the Participating Organization's business address and that such forms will be made available to TCCoC for periodic audits. The Participating Organization will retain these TCCoC CoC HMIS-related *Release of Information Consent* forms for a period of **7** years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

The Participating Organization will ensure that all persons who are issued a User Identification and Password to the TCCoC HMIS System abide by this *Participation Agreement*, including all associated confidentiality provisions. The Participating Organization will be responsible for oversight of its own related confidentiality requirements.

The Participating Organization agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by TCCoC on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User ID.

The Participating Organization acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Participating Organization is strictly the responsibility of the Participating Organization.

### **Inter-Participating Organization Data Sharing Agreements**

Agencies are encouraged to share the maximum amount of client data with other Participating Agencies electronically through the Clarity Human Services System.

The Participating Organization acknowledges that informed client consent is required before any basic identifying client information is shared with other Participating Organization(s) in the TCCoC CoC HMIS. The Participating Organization will document client consent on the TCCoC HMIS Clarity Human Services *TCCoC Standard Release of Information Form (ROI)*.

The Participating Organization acknowledges that the Participating Organization, itself, bears primary responsibility for oversight for all sharing of data it has collected via the TCCoC HMIS Clarity Human Services system.

The Participating Organization agrees to place all *TCCoC Standard Release of Information* forms related to the TCCoC HMIS in a file to be located at the Participating Organization's business address and that such forms will be made available to TCCoC for periodic audits. The Participating Organization will retain these TCCoC HMIS -related *Release of Information Consent* forms for a period of 7 years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

The Participating Organization acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

### **Custody of Data**

The Participating Organization acknowledges, and TCCoC agrees, that the Participating Organization retains ownership over all information it enters into the TCCoC HMIS and the CoC retains ownership of the aggregation of all information in the database.

In the event that the TCCoC HMIS Project ceases to exist, Participating Agencies will be notified and provided reasonable time to access and save client data on those served by the Participating Organization, as well as reporting, statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored.

### **Data Entry and Regular Use of TCCoC CoC HMIS**

The Participating Organization will not permit User ID's and Passwords to be shared among users.

If the Participating Organization receives information that necessitates a client's information be entirely removed from the TCCoC CoC HMIS, the Participating Organization will work with the client to complete a brief *Delete Request Form*, which will be sent to the TCCoC HMIS System Administrator for deactivation of the client record.

The Participating Organization will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, Shelter + Care Program, or Emergency Solutions Grant Program, or Homeless Prevention Rapid Rehousing. These data elements may be found in the Federal Register/ July 30, 2004 / p. 45888 et. seq.

The Participating Organization will enter data in a consistent manner, and will strive for real-time, or close to real-time data entry, but no later than within three business days after a service or effort is provided to the client. If a User account is inactive for more than six weeks, the User account may be subject to reassignment to another Participating Organization.

The Participating Organization will routinely review records it has entered in the TCCoC HMIS for completeness and data accuracy. The review and data correction process will be made according to TCCoC HMIS Guidelines, Policies & Procedures

The Participating Organization will not knowingly enter inaccurate information into the TCCoC CoC HMIS.

The Participating Organization will prohibit anyone with an Participating Organization-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.

The Participating Organization will utilize the TCCoC HMIS for business purposes only.

The Participating Organization will keep updated virus protection software on Participating Organization computers that access the TCCoC CoC HMIS. (e.g. McAfee, Norton)

Transmission of material in violation of any federal or state regulations is prohibited.

The Participating Organization will not use the TCCoC HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.

The Participating Organization agrees the TCCoC may convene TCCoC HMIS User Meetings to discuss procedures, updates, policy and practice guidelines, data analysis and software/hardware upgrades. The Participating Organization will designate at least one specific staff member, usually the Site Administrator of record, to regularly attend User Meetings.

Notwithstanding any other provision of this *Participation Agreement*, the Participating Organization agrees to abide by all policies and procedures relevant to the use of the TCCoC HMIS that TCCoC may publish from time to time.

## **Publication of Reports**

The Participating Organization agrees that it may only release aggregated information generated by the TCCoC HMIS specific to its own Participating Organization's services.

The Participating Organization acknowledges that the release of CoC-wide aggregated information will be governed through policies established by TCCoC and the CoC HMIS Committee for analysis of information at the CoC-level or community-level. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

## **Database Integrity**

The Participating Organization will not share assigned User ID's and Passwords to access the TCCoC HMIS with any other organization, governmental entity, business, or individual.

The Participating Organization will not intentionally cause corruption of the TCCoC HMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

## **Hold Harmless**

The TCCoC HMIS System and TCCoC makes no warranties, expressed or implied. The Participating Organization, at all times, will indemnify and hold the TCCoC HMIS System or TCCoC harmless from any damages, liabilities, claims, and expenses that may be claimed against the TCCoC HMIS System and TCCoC; or for injuries or damages to the Participating Organization or another party arising from participation in the TCCoC CoC HMIS; or arising from any acts, omissions, neglect, or fault of the Participating Organization or its agents, employees, licensees, or clients; or arising from the Participating Organization's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Participating Organization will also hold TCCoC HMIS System or TCCoC harmless for loss or damage resulting in the loss of data due to delays, nondeliveries, mis-deliveries, or service interruption caused by Social Solutions, Inc. or other third party system, by the Participating Organization's or other member Participating Organization's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. TCCoC HMIS System or TCCoC shall not be liable to the Participating Organization for damages, losses, or injuries to the Participating Organization or another party other than if such is the result of gross negligence or willful misconduct of TCCoC HMIS System or TCCoC. TCCoC HMIS System or TCCoC agree to hold the Participating Organization harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of TCCoC HMIS System or TCCoC.

Provisions of Section VII shall survive any termination of the Participation Agreement.

## **Terms and Conditions**

The parties heretofore agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.

The Participating Organization shall not transfer or assign any rights or obligations under the *Participation Agreement* without the written consent of TCCoC.

This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breaches of this agreement. Should such situations arise, TCCoC may immediately suspend access to the TCCoC HMIS until the allegations are resolved in order to protect the integrity of the system.

This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

### **PARTICIPATING ORGANIZATION REPRESENTATIVE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

*This HMIS Participating Organization will be sharing HMIS data with the TCCoC HMIS through:*

- Direct entry of HMIS data by way of a licensed user authorized by HMIS Participating Organization*
- A method other than direct entry by way of a licensed user. Details of this arrangement must be attached to this document.*

### **TCCoC HMIS REPRESENTATIVE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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