

St. Louis City Continuum of Care  
&  
St. Louis County Continuum of Care  
Homeless Management Information System

Policies and Procedures Manual

Approved by the St. Louis City Continuum of Care Board on:  
Approved by the St. Louis County Continuum of Care Board on:

# **CONTENTS**

**HMIS GOVERNANCE CHARTER..... 3**

**HMIS PARTICIPATION POLICY ..... 5**

**HMIS TECHNICAL STANDARDS..... 7**

**HMIS SECURITY PLAN ..... 7**

**HMIS PRIVACY PLAN ..... 9**

**HMIS DATA QUALITY PLAN..... 13**

**HMIS GRIEVANCE POLICY..... 15**

**HMIS Non-COMPLIANCE SANCTIONS ..... 16**

**APPENDIX: ST. LOUIS CITY COC AND ST. LOUIS COUNTY COC DATA  
REQUEST POLICIES..... 17**

**APPENDIX: HMIS AGENCY PARTNER AGREEMENT ..... 19**

**APPENDIX: HMIS CONSUMER NOTICE..... 16**

**APPENDIX: HMIS PRIVACY AND SECURITY NOTICE ..... 32**

**APPENDIX: CLIENT INFORMED CONSENT TO SHARE AND RELEASE OF  
INFORMATION ..... 36**

## **HOMELESS MANAGEMENT INFORMATION SYSTEM POLICY AND PROCEDURES MANUAL**

*This policy and procedure manual is developed in collaboration between the joint Saint Louis City and Saint Louis County HMIS Committee and the HMIS Lead Agency for the Saint Louis City Continuum of Care and Saint Louis County Continuum of Care. It is authorized by the Executive Committee of both the Saint Louis City Continuum of Care and Saint Louis County Continuum of Care. All policies and procedures apply to both Continua of Care.*

### **HMIS GOVERNANCE CHARTER**

#### **Introduction**

The purpose of the HMIS is to support the delivery of homeless and housing services, including homeless prevention, in the St. Louis City and St. Louis County communities. The HMIS should be used primarily to collect and track information related to serving people in housing crises, as well as planning for the elimination of homelessness. On a case-by-case basis, the HMIS Committee will consider other uses of the database.

#### ***Key Support Roles & Responsibilities***

##### **Collaborative Applicant**

The Continuum of Care Collaborative Applicant:

- Ensures fiscal and programmatic compliance with all HUD rules and regulations
- Encourages and facilitates participation in HMIS data collection
- Reviews project level HMIS reports in an effort to aid in HUD funded project performance and system evaluations, as related to HUD community reporting
- Collaborates with the Continuum of Care to select, approve and execute annual contract(s) with HMIS Lead and/or HMIS Vendor

##### **HMIS Lead**

The HMIS Lead for Saint Louis City Continuum of Care and Saint Louis County Continuum of Care:

- Ensures the operation of and consistent participation by recipients of funding requiring use of the HMIS system
- Develops written policies and procedures for all HMIS Partner Agencies, which at a minimum includes: a security plan, data quality plan, and privacy plan for approval by each Continuum of Care.
- Executes an HMIS participation agreement with each HMIS Partner Agencies
- Executes an HMIS collaborative agreement with the Continuum of Care; this agreement defines performance standards for HMIS system maintenance, training, user support, report requirements, and analytical support
- Monitors compliance of all HMIS Partner Agencies

- Provides an unduplicated count of clients served and analyses of unduplicated counts to the Continuum of Care on an interval determined by each Continua of Care, and upon request by each Continua of Care or funders
- Responsible for producing all Continuum of Care wide HUD reports generated from the HMIS and the annual Sheltered Point in Time Count and Housing Inventory Count
- Ensures that the HMIS Vendor and software is currently in compliance with HMIS standards
- Serves at the primary contact between Partner Agencies and the HMIS vendor
- Serves as the applicant to HUD for grant funds for HMIS Activities of the Continuum of Care's geographic area, as directed by the Continuum, and if selected for an award by HUD, enter into a grant agreement with HUD to carry out the HUD-approved activities

### **Saint Louis City Continuum of Care/Saint Louis County Continuum of Care**

- Each Continuum of Care is responsible for selecting one HMIS software system . The Continuum of Care may choose to participate in HMIS with other local Continuum of Care so long as one HMIS vendor and Lead are agreed upon and there is joint governance.
- Responsible for reviewing, revising, and approving all policy, procedures, and privacy/security/data quality plans developed by HMIS Lead; final approval of policies and procedures is the responsibility of the Executive Board of each Continua of Care. Each Continuum of Care is responsible for implementing all approved and/or revised policies and procedures within six months of approval
- Ensures consistent participation of recipients and subrecipients in the HMIS
- Develops a governance charter and documents all assignments and designations consistent with the governance charter.
- Executes an HMIS Memorandum of Understanding with the HMIS Lead; this agreement defines performance standards for HMIS system maintenance, training, user support, report requirements, and analytical support
- Ensures the HMIS is administered in compliance with requirements prescribed by HUD

### **HMIS Committee**

- Responsible for recommending HMIS software system and HMIS Lead
- Governs the implementation of the HMIS system
- Assists in the development and revision of HMIS policies and procedures including the data quality, privacy and security plan in collaboration with the HMIS Lead
- Advises and recommends changes to HMIS policies and procedures for approval by Executive Committee of each Continua of Care
- Examines HMIS aggregate data as well as offers comments and suggestions on how data measurements can contribute to fulfillment of strategic goals

- Ensures consistent participation of recipients and sub-recipients in HMIS; The committee will encourage representation of each program types operating within the continuum
- Ensures the HMIS is administered in compliance with requirements prescribed by HUD.
- Review and approve agency requests for additional user licenses.

### **HMIS Partner Agencies**

- Responsible for ensuring that HMIS processing capabilities remain consistent with the privacy obligations of the Partner Agencies
- Comply with applicable standards set forth by the applicable Continua of Care, HMIS Lead and HUD, including but not limited to issues of privacy and confidentiality
- Develop agency procedures to ensure and monitor compliance and sanctions for non-compliance
- Ensure staffing and equipment necessary to implement HMIS
- Complete an HMIS Agency Partner Agreement with the HMIS Lead
- Designate a Chief Privacy Officer and at least one Agency Authorized Representative

## **HMIS PARTICIPATION POLICY**

### ***Mandated***

Agencies receiving Emergency Solution Grants, Continuum of Care program grants, HOPWA grants, RHY grants and other funders within the Continuum of Care will be required to meet the minimum HMIS participation standards. Participating agencies must agree to execute and comply with an HMIS Agency Partner Agreement, as well as, all HMIS policies and procedures. Depending on funding source, fees may be associated with HMIS participation. Agencies should contact the HMIS Lead for any such fees.

### ***Voluntary***

While the Continua of Care do not require participation in HMIS by agencies that do not receive HUD Continuum of Care, Emergency Solutions Grant, or other federally funding, every effort is made to encourage all homeless service providers to participate in the HMIS system in order to more thoroughly gain an understanding of those experiencing homelessness in Saint Louis community. Non-funded agencies should contact the HMIS Lead for any fees associated with participation.

### ***Minimum Standards to Participate in HMIS***

- Partner Agencies will enter into an HMIS Agency Partner Agreement and comply with all HUD regulations for HMIS participation
- Partner Agencies will designate a Chief Privacy Officer. The Chief Privacy Officer is responsible for: managing client questions and complaints about the Privacy Notice, ensuring all new users have completed a User Agreement, monitoring all user

compliance with training requirements, and maintaining both user and technological requirements needed for security standards.

- Partner Agencies will designate an Agency HMIS Authorized Representative. The Agency Authorized Representative is the designated communication point with the HMIS Lead and will be expected to routinely verify data for completeness, accuracy and timeliness and work in collaboration with the HMIS Lead for correcting and managing the agency's data.
- All users are responsible for collecting data elements as defined by HUD and any additional data elements determined by the Continuum of Care.
- All users must enter client-level universal data elements at minimum into the HMIS system within the timeline outlined in the Continuum of Care's Data Quality Plan.

### ***HMIS Partnership Termination Policy***

#### **Contract Termination Initiated by HMIS Partner Agency**

Contributing HMIS Organizations may terminate the HMIS Partner Agreement with or without cause upon 30 days written notice to the HMIS Lead and according to the terms specified in the HMIS Agency Partner Agreement. The termination of the HMIS Agency Agreement by the Partner Agency may impact other compliance regulations, such as contracts with any funders that specify HMIS utilization. In the event of termination of the HMIS Agency Agreement, all data entered into the HMIS system will remain active, and records will remain open or closed according to any data sharing agreements in place at the time of termination. In all cases of termination of HMIS Partner Agreements, the HMIS Lead will inactivate all users from that agency on the date of termination of contract. The HMIS Lead will notify the HMIS Committee, the Collaborative Applicant, and any other funders of that agency.

#### **Contract Termination Initiated by HMIS Lead**

The HMIS Lead may terminate the HMIS Agency Partner Agreement for noncompliance within the terms of that contract upon 30 days written notice to the HMIS Partner Agency. The HMIS Lead will require any violations to be rectified to avoid termination of the HMIS Partner Agreement.

The HMIS Lead may also terminate the HMIS Partner Agreement with or without cause upon 30 days written notice to the HMIS Partner Agreement and according to the terms specified in the HMIS Partner Agreement.

The termination of the HMIS Partner Agreement may impact other compliance regulations, such as contracts with the Department of Human Services that specify HMIS utilization. In the event of termination of the HMIS Agency Agreement, all data entered into the HMIS system will be maintained by the HMIS Lead until all clients are appropriately exited from the terminated agency.

Prior to any notification of termination, the HMIS Lead must first consult with the Executive Board of the applicable Continuum of Care and the relevant funding organization(s) that require HMIS access before any termination is issued.

## **HMIS TECHNICAL STANDARDS**

The HMIS Lead and HMIS vendor are equally responsible for compliance with any and all technical standards determined by HUD. HUD has established that all HMIS software must be able to: produce unduplicated client records, collect all data elements set forth by HUD, report outputs, produce compliance reports for Partner Agencies and the Lead to assess achievements with established benchmarks, and generate standardized audit reports.

### ***Hardware and Computer Requirements***

While the HMIS Lead and HMIS vendor maintain software for HUD standards, Partner Agencies are responsible for complying with agency-level system security standards. These system standards aid in the safety and integrity of client records. Partner Agencies must comply with the following hardware and software standards in accordance with the current HMIS Data and Technical Standards and Agency Partner Agreement, the current version of which is included in the Appendix. The equipment used to connect to the HMIS system is the responsibility of the HMIS Partner Agency. Contributing HMIS Partner Agencies will need to provide their own internal technical support for the hardware, software and Internet connections necessary to connect to the HMIS system according to their own organizational needs.

### ***System Availability***

It is the intent of the Continuum of Care, HMIS Lead and HMIS Vendor that the HMIS system server will be available 24 hours a day, 7 days a week, and 52 weeks a year to incoming connections. However, no computer system achieves 100 percent “uptime.” In the event of planned server downtime, the HMIS Lead will inform agencies as much in advance as possible in order to allow HMIS Partner Agencies to plan their access patterns accordingly.

Annual reviews for Technical Standard Compliance will be conducted by each Partner Agency Chief Privacy Officer to ensure agencies are meeting requirements. Additionally, the HMIS Lead will conduct technical standard compliance on behalf of the entire Continuum of Care to ensure Partner Agencies and HMIS system software are compliant.

## **HMIS SECURITY PLAN**

The HMIS Lead is responsible for establishing a security plan, which must be approved by each Continuum of Care. This security plan must address the areas of data collection, maintenance, use, disclosure, transmission, destruction of data, and a communication plan for reporting and responding to security incidents. In addition to the security plan, the HMIS Lead must develop a Disaster Recovery Plan and verify that the HMIS Vendor has a Disaster Recovery Plan as well.

***HMIS User Access***

All users are required to sign a HMIS User Policy and Responsibilities Form and complete HMIS User Training before receiving access to the HMIS.

Agency authorized representatives shall designate users by completing a User Access Request. Potential Users will be responsible for completing the User Policy and Responsibilities Form and the trainings required by the HMIS Lead Agency before User Credentials will be issued. Per HUD requirements, all users must complete the Security & Privacy Awareness training and the Data Standards training prior to gaining access to the HMIS system. These trainings must be renewed annually thereafter. The HMIS lead will determine additional trainings that users will be required to complete based upon the project(s) they will have access to in HMIS.

***HMIS License Allocation***

Any requests requiring additional user licenses shall be reviewed and approved by the HMIS Committee.

***Establishing a New Partner Agency***

Homeless service providers that are interested in obtaining access to the HMIS system will be required to first contact the HMIS Lead, who will process the request and engage the Continuum of Care as necessary. New Partner Agencies will attend an HMIS committee meeting for an orientation to Continuum of Care level HMIS processes.

The HMIS Lead will set up a New Agency Orientation to review expectations of HMIS use by discussing current HMIS policies and procedures, discussing the provider's project(s) details, collecting all HUD required agency policies, and discussing the process for getting established as a New Partner Agency. Once the homeless service provider has been approved for access to the HMIS system, the New Partner Agency will receive a copy of an HMIS Agency Partnership Agreement to review and obtain the appropriate signatures before submitting to the HMIS Lead. Once all agreements are finalized, the HMIS Lead will contact the new Partner Agency regarding new user training to obtain access to the system.

***Data Access Policies***

HMIS Users will receive a unique username and establish a password. Usernames and passwords are never to be shared, or documented in a visible or accessible location which would compromise the integrity and security of the HMIS system. HMIS Users will automatically be prompted to change their HMIS password on a routine basis.

HMIS Users must log off the HMIS system or lock the computer any time they step away from the workstation. Automatic password protected screen savers, or network log-off, should be implemented on each computer used for HMIS.



Any paper documentation with identifying information, such as client authorization forms, should be filed in a locked, secure area and not left unattended. All paper and electronic documentation for any client in the HMIS system must be stored and maintained for a minimum of seven years.

## **HMIS PRIVACY PLAN**

### ***Data Collection Limitation Policy***

Partner Agencies will only enter client information into the HMIS system that is necessary to provide quality services. Partner Agencies, in collaboration with the Continua of Care and other funders, will determine what qualifies as essential for services.

Clients have the right to decline to have the information shared in the HMIS and shall in no way impact a client's eligibility for services. The agency assumes that, by requesting services from the agency, the client agrees to allow them to collect information and to use or disclose it as described in the privacy notice and otherwise as allowed or required by law.

### ***Client Notification***

Partner Agencies must post the HMIS Consumer Notice, the current version of which is included in Appendix, at each intake desk, or comparable location.

In accordance with HUD's 2004 HMIS Data and Technical Standards, the HMIS Privacy and Security Notice, the current version of which is included in the Appendix, must be posted on the agency's web page, if applicable. There should be at least one printed copy of the HMIS Privacy and Security Notice available to any client upon request.

Any client who agrees to data sharing within HMIS must sign the Client Informed Consent to Share and Release Information. Clients who decline data sharing must have their record locked by the HMIS Lead prior to an HMIS client record being created. Unless the provider a "protected," all Clients must have a copy of the Client Informed Consent to Share and Release Information in their client file or scanned and uploaded to the HMIS and their response documented in HMIS, regardless of whether or not the client chooses to participate in data sharing. A current version of the Client Informed Consent to Share and Release of Information is included in the Appendix.

The Continuum of Care may approve the use of alternative releases of information for specific projects, such as Coordinated Entry. Should an alternative release of information be utilized, all policies in this section still apply.

The agency must provide reasonable accommodations for persons with disabilities throughout the data collection process. Various versions of the Privacy Notice will be made available through the HMIS Lead.

### Limitations of HMIS Use

Partner Agencies will use and disclose personal information from HMIS only in accordance with uses allowed in the HMIS Privacy and Security Notice. Agencies are responsible for ensuring compliance with this notice and should consult with the HMIS committee regarding any questions about the use of HMIS data.

### Client Rights to Access and Correction of Files

Any client receiving services from a Partnering Agency has the following rights:

- 1) **Access to program records.** Clients have the right to review their records in a project in the HMIS. A written request should be made to the agency's HMIS Chief Privacy Officer, who should follow-up on the request within five working days.
- 2) **Access to full records.** Clients have the right to review their full record in the HMIS. They may make a written request through the agency's HMIS Chief Privacy Officer, who will request approval from the HMIS Lead within five working days.
- 3) **Correction of an HMIS record.** A client has the right to request that his or her HMIS record is correct so that information is complete and accurate. This ensures fairness in its use. Agency may refuse the client's request to change the data if the Agency deems the change unnecessary or untrue.
- 4) **Refusal.** A client has a right to refuse to participate in HMIS or to provide personal information. However, the agency's ability to assist a client may depend on the documentation of certain personal identifying information in the HMIS.
- 5) **Agency's Right to Refuse Inspection of an Individual Record.** The agency may deny a client the right to inspect or copy his or her personal information for the following reasons:
  - i. information is compiled in reasonable anticipation of civil, criminal or administrative action or proceedings;
  - ii. Other exceptions applicable under law
- 6) **Harassment.** The agency reserves the right to reject repeated or harassing requests for access or correction. However, if the agency denies a client's request for access or correction, written documentation regarding the request and the reason for denial will be provided to the client. A copy of that documentation will also be included in the client record.

### ***Data Sharing***

At initial project intake, the client should receive verbal explanation of the HMIS system for the Continuum of Care. If a client is willing to share information with HMIS, they must sign a Client Informed Consent to Share and Release of Information form. Any information that will be shared within HMIS, beyond what is covered by the Client Informed Consent to Share and Release of Information form, will require additional written consents and release of information by the client. Any client information to be shared with any entities outside of HMIS will also

require additional written consents and release of information by the client, unless that information is shared in accordance with the Privacy Notice. The client does have the right to decline data sharing within HMIS. HMIS users should immediately contact the HMIS Lead before entering information into HMIS if a client declines data sharing within HMIS, unless the client is being served by a protected agency.

Clients have the right to revoke data sharing authorization at any time, unless this is overridden by agency policy or is a part of a conditional agreement with the provider. Once the client has revoked their authorization, the Partner Agency should immediately notify the HMIS Lead for next steps to secure the client's HMIS record.

Policies pertaining to the sharing of Coordinated Entry Data are included in the Coordinated Entry Manual. All Partner Agencies are expected to uphold federal, state, and local confidentiality regulations to protect records and privacy. If an agency is covered by the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA regulations prevail.

### ***Protected Agencies and Domestic Violence Agencies***

Protected agencies serve populations that require special security and privacy considerations. Protected agencies contribute data to HMIS; however, the services provided by the agencies remain hidden beyond basic identification of clients.

Domestic violence agencies are prohibited from entering data into the HMIS. If domestic violence agencies receive Continuum of Care or ESG funding, they are required to have a comparable database, which the HMIS lead will review to ensure the database meets requirements. If not compliant, the HMIS lead will provide written documentation as to the steps required to become compliant and notify the applicable Continuum of Care and applicable funder. Agencies utilizing a comparable database are required to report aggregate data for reporting purposes.

### ***HMIS Data Release Policy and Procedures***

#### **Client-Level Data:**

Client-level data may be viewed by only the HMIS Lead and HMIS Vendor for purposes of compliance, software correction, data quality resolution, and other required tasks related to HMIS privacy, security, and data quality standards.

Request for HMIS data will be reviewed in accordance with the St. Louis City CoC & St. Louis County CoC Data Request Policies, the current version of which are included in the Appendix. No identifiable client data are to be released to any person, agency or organization without written consent by the client, unless otherwise required by law or allowed by the Privacy and Security Notice and is approved by the Continuum of Care.

#### **Mandated Reporting**

Mandatory reporters should comply with state guidelines for reporters. This obligation supersedes any agency policies that prohibit disclosure of identifying information.

### **Court-Ordered Subpoenas**

There are many situations in which police or other government officials request information from shelters and other service providers. If an HMIS Partner Agency is served with a Subpoena for records, the agency must immediately contact the HMIS Lead and the Chair of the Executive Board of the appropriate Continuum of Care. Once it is established the exact information requested in the subpoena, the Partner Agency and HMIS Lead will work in collaboration to gather the appropriate documentation. Due to the fact HMIS Partner Agencies have data sharing, it is vital to work with the HMIS Lead to only provide information from the listed Partner Agency requested in the subpoena.

### Program-Level (aggregate) Data:

The HMIS Lead will supply reports requested by Continuum of Care committees and/or funders on a routine basis.

### Extracted Data

HMIS users should apply the same standards of security to local files downloaded to a computer containing client data as to the HMIS database itself. Reports extracted from HMIS should not be downloaded or stored on a computer accessible to unauthorized persons. Unencrypted data or reports containing identifying information may not be sent over a network that is open to the public. Data reports containing any personal identifying information, such as client names, should never be sent over any network unless secure and encrypted. Security questions will be addressed to the HMIS Lead.

### Data Retrieval for Research or Comparative Purposes

While the HMIS is a useful resource, it is not always comprehensive enough to fully understand the nature and extent of homelessness, how individuals access mainstream or other federal programming resources, and the most effective prevention.

To gain a better understanding of the needs and service usage of individuals who are experiencing a housing crisis, and to assist with planning, implementation and allocation of resources, HMIS data may be used or disclosed data for research conducted by an individual or institution with approval by the applicable Continuum of Care Executive Board(s).

To identify trends and patterns of service usage to better implement homeless and prevention services, either Continuum of Care Executive Board may approve the HMIS Lead, with appropriate consent or agreements, to cross-reference their Continuum of Care's HMIS client-level data with other public databases including: those relating to employment, family services, child welfare, criminal justice, prevention, and healthcare.

All requests for data shall be considered in accordance with the St. Louis City CoC & St. Louis County CoC Data Requests Policies. Requests for data requiring Continuum of Care approval must first be considered by the HMIS Committee, who will bring recommendations to the Executive Boards for approval as necessary.

Requests for data must include for consideration by the applicable Continuum of Care:

1. The purpose and intent of the request
2. What data elements for which clients will be shared, by whom, with whom, how frequently, and for how long
3. Potential risks and benefits to current or future clients through care coordination, enhanced data collection, and/or system integration

All uses of data must follow the same HMIS Security and Privacy policies outlined in this document. Reports containing client level information may only be shared with third parties under a Data Sharing Agreement (DSA) according to the requirements outlined in this document. The Continuum of Care, at its own discretion, may require a Data Sharing Agreement for any approved data request, even when client level information is not being shared.

With the approval of the applicable Continuum of Care, the HMIS Lead is authorized to enter into Data Sharing Agreements as required by this document. Data Sharing Agreements must contain:

1. The purpose and intent of the use of data
2. Allowable uses of the data
3. What data elements for which clients will be shared, by whom, with whom, how frequently, and for how long
4. Consent to the security policies for the protection of the data
5. Monitoring procedures for the agreement
6. Term of the agreement

Data sharing agreements will be kept on record by the HMIS lead. A copy of the executed data sharing agreement will be sent by the HMIS lead to the applicable Continuum of Care Board Chair. Modifications to the data request purpose and intent of the use of the data and/or the data shared must be approved by the Continuum of Care and may require an amendment to the Data Sharing Agreement.

## **HMIS DATA QUALITY PLAN**

It is ultimately the responsibility of the Continuum of Care Executive Committee and HMIS Lead to ensure quality data is submitted to HUD. In an effort to direct service provisions in an effective and efficient manner and assist the Continuum of Care in obtaining strategic goals, the HMIS Lead is responsible for submitting Data Quality benchmarks and a Data Quality Plan for approval by the Continuum of Care.

Each Partner Agency is expected to establish a data self-monitoring plan for which the agency will monitor client-level data for data completeness and quality. HMIS Data Quality reviews of client-level data will also be used by the agency and by the HMIS Lead to monitor data quality and indicate possible additional trainings needed for improvement. HMIS Data Quality reviews

of program-level data will be used by the HMIS Lead to report continuum-wide improvement suggestions, and recommendations for integrations with other mainstream and Federal Programming data. Program-level data quality may also be used by various Continuum of Care committees for system analysis and evaluations.

### ***Data Quality Standards and Monitoring***

- All data entered will be accurate and complete. Entries of “client doesn’t know” or “client refused” will be kept to a minimum.
- The HMIS lead will monitor agency data quality and notify the agency, funder, and/or applicable Continuum of Care of any areas of concern
- In all reports of shelter, housing or services provided for a client, the client must be eligible to receive the services from the listed provider
- Universal data elements at minimum must be entered into the HMIS system within 24 hours of entry into a project and complete appropriate discharge within 48 hours of exit from a project.
- Per HUD data standards, blank entries in required data fields are not allowed.
- Partner Agency will perform monthly data quality checks and ensure that their data complies with Continua of Care standards.
- Any pattern of error identified by users which impacts or is impacting data between Partner Agencies should be reported to the HMIS Lead

### ***Data Collection Requirements***

Partner Agencies are responsible for completing, at minimum, the HUD defined Universal Data Elements (UDE’s) and any HUD Program-specific Data Elements required for the agency’s project. Partner Agencies may also be required to collect data elements determined by the HMIS Committee as vital. Partner Agencies will do their due diligence to collect and verify client information upon client initial program enrollment or as soon as possible. Any information collected by the Partner Agency must be documented into HMIS within the established timeframe set forth by the HMIS Committee.

### ***Data Quality Training Requirements***

In order for the HMIS system to be a benefit to clients, a tool for Partner Agencies and a guide for planners, all users must be adequately trained to collect, enter, and extract data. The HMIS Lead will be responsible for developing and providing regular trainings, which must include various types and levels of training for beginning users and advanced users. Trainings can be offered either directly or through HMIS Lead approved or contracted trainers.

#### **New User Training**

All HMIS Users must complete approved training before being given access to HMIS. Users should be trained on: Security and Privacy Awareness, Data Standards, and project specific HMIS skills training.

#### **Ongoing Training**

In order to remain current on HUD standards and local continuum expectations, all HMIS users are required to complete annual security and data standards trainings and any applicable trainings on HMIS software updates. These ongoing trainings can be in the form of: attendance to quarterly HMIS user meetings (Partner Agency attendance is required to 75% of quarterly user meetings each calendar year), HMIS Lead approved online/in-person trainings, and individualized trainings with HMIS System Administrators. The HMIS Lead will communicate training opportunities via website, newsletters/emails, and announcements at Continuum of Care General Meetings. Documentation of training will be made available from the HMIS Lead.

Annual reviews for data quality, security and privacy standards compliance will be conducted by each Partner Agency to ensure projects are meeting requirements. The HMIS Lead will work with Partner Agencies to schedule annual site-visits to ensure compliance across the Continuum of Care.

#### Non- HMIS User Employee Training

As part of the training, each employee and volunteer of your agency who collects, reads, or is otherwise exposed to client information must be provided training so that they understand the security and privacy policies related to HMIS. The Chief Privacy Officer is responsible for ensuring that agency staff receive such training.

## **HMIS GRIEVANCE POLICY**

### ***Client Grievance***

Clients have the right to be heard if they feel that their confidentiality rights have been violated, if they have been denied access to their personal records, or if they have been put at personal risk or harmed. Each agency must establish a formal grievance process for the client to use in such a circumstance. To file an HMIS related complaint or grievance clients should contact the agency's Chief Privacy Officer. HMIS Partner Agencies must report all HMIS related client grievances to the HMIS Lead, who will notify the HMIS committee. The HMIS committee will determine any necessary corrective action.

### ***Partner Agency Grievance***

It is encouraged that if any issues arise, problems should be presented and resolved at the lowest possible level. If HMIS users have an issue with HMIS software, policy or HMIS Lead representative, they should first reach out to the HMIS Authorized Representative. If an issue cannot come to a successful resolution with the HMIS Authorized Representative, the issue should be presented to the HMIS Lead.

The HMIS Lead will attempt to resolve issues between the Partner Agencies and/or the HMIS Vendor. The HMIS Lead will also present any Continuum of Care systematic issues or policy concerns to the HMIS Committee.

**HMIS NON-COMPLIANCE SANCTIONS**

The HMIS Lead is responsible for establishing appropriate sanctions for non-compliance issues which are outlined in the Agency Partnership Agreement. These sanctions must be approved by the Continuum of Care and may include suspension of HMIS system access.



## Homeless Missourians Information System

### St. Louis City CoC & St. Louis County CoC Data Request Policies

All custom data and report requests must be submitted to ICA via the Custom Data Request Form. ICA will review the custom data request and, using the criteria outlined below, determine whether CoC HMIS Committee Approval is required. When HMIS Committee approval is required, ICA will submit the completed Custom Data Request form to the Committee Chair(s) of the relevant HMIS Committee(s), who will determine the appropriate course of action. ICA can bring any request to the HMIS Committee Chair for additional guidance.

#### **Data Requests not requiring CoC HMIS Committee Approval:**

- An agency requests data on clients served by their own project, regardless of level of aggregation. Agencies cannot provide identifying client level data pulled directly from the HMIS to any outside entity.
- An agency requests CoC level data.
- A funder requests a project level data on agencies they fund
- A funder requests CoC level data on all projects in their CoC
- A CoC committee requests project or CoC level data
- An agency, funder, or CoC representative of either the St. Louis City or St. Louis County CoC requests CoC level data for either CoC.

#### **Data Requests requiring CoC HMIS Committee Approval:**

- Any request, other than an agency requesting their own data, involving personally identifiable client information
- An agency requests data that includes clients served by any project outside of their agency, when requested at project or agency level.
- A funder requests client level data whether identifying information is or is not included<sup>1</sup>
- A funder requests project level data on a project they do not fund whether identifying information is or is not included
- A CoC committee requests client level data
- Any request from an agency or entity outside of the CoC

Once approved, ICA will fulfill data requests as quickly as possible. The time it takes to fulfill data requests will depend upon request deadline, complexity of the request, and the availability of the requested data in preexisting reports. Requests made by funders or the CoC will be prioritized above requests made by individual agencies. ICA should be notified of data requests with specific deadlines as soon as possible. ICA aims to fulfill data requests based upon the criteria below:

Level	Description	Example	Timeline
1	Data can be pulled from existing reports with little to no alteration	% of clients on the prioritization list have a zip code of last permanent address from the county	1 week

<sup>1</sup> This includes only funders who require the use of the HMIS of their funded agencies – e.g. City Department of Human Services, St. Louis County Department of Human Services, MHDC.

2	Data can be pulled with moderate alterations to existing report, or by creating a new report with basic aggregation	Number and list of disabled veterans who have exited from emergency shelter to permanent housing.	2 weeks
3	Entirely new report with multiple levels of aggregation must be created	New report requesting custom demographic breakdowns, and select service history at both agency and CoC level.	3 weeks

# Homeless Management Information System

## Agency Partner Agreement



The Homeless Management Information System (hereinafter “HMIS”) is a client information system that provides a standardized assessment of consumer needs, allows for the creation of individualized services plans and records the use of housing and services which communities can use to determine the utilization of services of participating Agencies, identifying gaps in the local service continuum and develop outcome measurements.

The HMIS implementation is administered by the Institute for Community Alliances (ICA), the designated HMIS Lead Agency. ICA has contracted with WellSky to maintain the file server and software which contains all Client information, including encrypted identifying information, entered into the HMIS.

The Agency Director must indicate agreement with the terms set forth below by signing this Agreement before an HMIS account can be established or maintained for the Agency.

### 1) General Understandings

In this Agency Partner Agreement (hereinafter “Agreement”),

- a) “Client” is a consumer of services;
- b) “Agency” is the Agency named in this Agreement;
- c) “Enter(ing)” or “entry” refers to the entry of any Client information into the HMIS;
- d) “Share(ing)” or “Information Share(ing)” refers to the sharing of information which has been entered into the HMIS with one or more Partner Agencies.
- e) “Partner Agencies” are all the Agencies participating in HMIS;
- f) “Protected Projects” are projects serving exclusively a specific protected Client population. Protected populations include: unaccompanied minors, Clients with HIV/AIDS, Clients with a current or former history of substance abuse, Clients with a current or former history of mental health problems, or Clients receiving legal services.
- g) “User” refers to any individual with access to the HMIS database at the Agency;
- h) “Agency Director” is an individual authorized to sign agreements and contracts on behalf of the Agency, and includes individuals with titles such as Executive Director, Chief Executive Officer, President of the Board of Directors, or equivalent positions;
- i) A “Designated Authorized Representative” is an individual granted authority to act on behalf of the Agency Director for the purposes of directing ICA to add new Users, to change access rights for current Users, to add new projects, and close old projects in the database; and
- j) A “Designated Contact” is an individual the Agency Director has designated to receive official notifications from ICA including, but not limited to, notices of each upcoming site visit or desk monitoring, and any letters regarding Agency compliance.

### 2) Confidentiality

- a) The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records, and the Agency shall only release Client HMIS records in accordance with this Agreement and HMIS Policies and Procedures.
  - i) The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records unless

# Homeless Management Information System

## Agency Partner Agreement



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 Agency understands that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

- ii) The Agency shall abide specifically, when applicable, with the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and corresponding regulations passed by the Federal Department of Health and Human Services.
- b) The Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services, to develop reports and provide data, or to conduct evaluation or research. Furthermore,
  - i) The Agency shall provide its Clients a verbal explanation of the HMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
  - ii) The Agency agrees not to release any identifying individual Client information obtained from the HMIS to any organization or individual without written Client consent. Such written Client consent shall specify exactly what information the Client allows to be released; information that is not specified by the Client shall not be released. This includes HMIS-generated reports provided to funders and government entities.
- c) The Agency shall take the following additional steps to ensure the confidentiality of Client data:
  - i) The Agency will take reasonable safeguards when discussing client information. Every effort will be made to avoid discussing Confidential Client information with staff, Clients, or Clients’ family members where it may be overheard by unauthorized persons.
  - ii) Visitors and Clients are appropriately escorted to ensure that they do not access staff areas, record storage areas, or other areas potentially containing Client information.
  - iii) Directors and other management or supervisory personnel are familiar with security and confidentiality policies and enforce such policies to ensure the security and confidentiality of the HMIS database and of Client information.
  - iv) The Agency staff shall be made to feel comfortable and obligated to report security breaches and misuse of the HMIS database. Users may report actual or suspected breaches of confidentiality directly to the ICA Missouri Helpdesk. In the event ICA is notified of an actual or suspected breach of confidentiality by a User, ICA will notify the Agency Director and Authorized Representatives in writing within 1 business day of receiving the notification. The Agency may not require that notifications of actual or suspected confidentiality breaches related to HMIS data be sent through Agency leadership.
  - v) The Agency shall encourage Clients to report any non-HMIS breaches of confidentiality that they observe in the Agency.

### 3) Display of Notice

Pursuant to the notice published by the Department of Housing and Urban Development (“HUD”) on July 30, 2004, the Agency will prominently display at each intake desk (or comparable location) the HMIS Consumer Notice provided by ICA that explains generally the reasons for collecting identified information in the HMIS and the Client rights associated with providing Agency staff with identified data. The Agency will ensure Clients have an opportunity to review the notice and ask any questions they may have to assure Clients are aware of their

# Homeless Management Information System

## Agency Partner Agreement



rights. The current form of the HMIS Consumer Notice, which may be modified from time to time at the HMIS Advisory Committee's discretion, is available from ICA on its website, [www.icalliances.org/missouri](http://www.icalliances.org/missouri).

#### 4) Posting of HMIS Privacy Practices

Pursuant to the 2004 HUD HMIS Data and Technical Standards Final Notice, the Agency, if it has a public website, will post the HMIS Privacy Practices on its website. In addition, the Agency shall make the HMIS Privacy Practices document readily available upon Client request. In the event that an update regulation is released by HUD, the Agency agrees to follow the updated regulations. The current edition of the HMIS Privacy Policies document, which may be modified from time to time at the HMIS Advisory Committee's discretion, is available from ICA on its website, [www.icalliances.org/missouri](http://www.icalliances.org/missouri).

#### 5) Information Sharing

Prior to entering information into the database that will be shared with Partner Agencies, Agency will obtain the informed consent of the Client using the HMIS Release of Information form designated by the applicable Continuum of Care (CoC). If the Client does not consent to sharing data, the information must still be entered into the HMIS, but may not be shared with other Agencies. It is the responsibility of the Agency to ensure that the information being entered is or is not being shared. If the Agency is unsure if the appropriate sharing settings are in place, the Agency must contact the ICA Missouri Helpdesk **before** entering data.

- a) Protected Projects may (but are not required to) gather the HMIS Release of Information form designated by the applicable CoC. In the event a Client in a Protected Project signs the HMIS Release of Information form, the Agency is responsible for ensuring that the Client's data is appropriately shared within the system.
- b) Protected Projects shall have access to all identifying and service data for Clients it serves and enters into HMIS. No other Agency will have access to information regarding services provided by a Protected Project or the aggregate statistical data of the Protected Project, except in the instance that individual Clients served by Protected Projects may consent to the sharing of their data in the HMIS. Should a Client who is currently in the HMIS present for service, the Protected Project will have access to basic identifying information regardless of the entering Agency. However, a Protected Project will not have access to detailed Client information (i.e., special needs), services provided, or statistical data entered by other Protected Projects.
- c) The Agency is responsible for ensuring that the Client is competent to provide consent. In the case of an unaccompanied minor, the Agency will comply with applicable laws regarding minor consent by obtaining the consent of a parent or guardian. In cases of incompetent adults, the Agency must obtain consent from a person authorized to consent under Missouri law.
- d) If a Client withdraws or revokes consent for release of information, the Agency is responsible for immediately contacting the ICA Missouri Helpdesk to ensure that new information entered into the system about the Client is not shared from that date forward.
- e) The Agency will keep copies of release forms signed by Clients for a period of seven years from the date of expiration. Release forms may be kept in a secured hardcopy file or may be scanned and uploaded to the ROI tab within the HMIS.
- f) The Agency may not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to share information with Partner Agencies unless a program funder requires the sharing of information in the HMIS to deliver services.

# Homeless Management Information System

## Agency Partner Agreement



- g) The Agency agrees not to release any Client identifying information received from the HMIS to any other person or organization without a proper release of information form or as required by law.

### 6) Client Inspection and Correction of Records

The Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, or where another exception applies under law. The Agency will also allow the Client to request the correction of information which is inaccurate or incomplete, and the Agency may refuse the Client's request to change the data if the Agency deems the record accurate and complete.

### 7) Security

The Agency shall maintain the security and confidentiality of the HMIS information and is responsible for the actions of its Users and for their training and supervision. The Agency must designate a member of their staff to serve as an HMIS privacy officer to oversee the implementation of the steps below in accordance with the 2004 HUD Data and Technical Standards. Among the steps ICA and the Agency will take to maintain security and confidentiality are:

- a) **Access.** The Agency will only request HMIS user credentials for paid employees, supervised volunteers or interns who need access to the HMIS for legitimate business purposes. Legitimate business purposes include but are not limited to: provision of services to the Client, to administer or conduct evaluation of programs, or to comply with regulatory requirements.
  - i) The Agency will limit the access of such employees, volunteers and interns to only those records and projects required for work assignments.
  - ii) The Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency (except to the extent that the Agency views names and other basic identifying information from a non-Client in order to avoid the duplication of Client records).
  - iii) The Agency will notify the ICA Missouri Helpdesk ([mohmis@icalliances.org](mailto:mohmis@icalliances.org)) within three (3) business days when a registered User is no longer an employee or does not require access to the HMIS, so the issued User ID and password can be made inactive. The Agency may notify the ICA Missouri Helpdesk in advance if a registered User is transferring positions or leaving the Agency.
  - iv) The Agency shall have access to all Client data entered by the Agency. The Agency shall diligently record in the HMIS all required data pertaining to individual Clients served by the Agency. The Agency shall not knowingly enter false, misleading or biased data, including any data that would unfairly prejudice a Client's ability to obtain services, under any circumstances.
  - v) The Agency shall have access to identifying and data on all Clients in the HMIS database unless access to the Client record has been restricted by the client or in accordance with applicable rules and regulations.
  - vi) The Agency shall utilize the HMIS for business purposes only.
  - vii) The Agency shall use Client information in the HMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- b) **User Policy.** Prior to allowing any individual to access the HMIS, ICA shall require the receipt of complete User Access Request form, a User Policy and Responsibility form, and documentation of necessary trainings.

# Homeless Management Information System

## Agency Partner Agreement



- i) The Agency is responsible for ensuring that all Users follow the User Policy and Responsibility form and other applicable requirements. The Agency must notify ICA in the event a User breaches the agreement or any other rules. The Agreement must be re-signed at least once each year in order to maintain access to the HMIS, but if the form is revised, Users may be required to sign the agreement more than one time each year.
- c) **Computers and other devices.** The Agency shall permit access to the HMIS only from computers or devices which are physically present on the Agency's premises or are a remote workstation approved for HMIS access by the Agency. Any device utilized to access the HMIS must meet the following standards:
  - i) Devices utilized to access the HMIS will be protected from viruses by a commercially available and effective antivirus software. The antivirus software must have automatic updates, regularly scheduled scanning, and must either remove or quarantine viruses without User intervention.
  - ii) The screen(s) of a workstation or device used to access HMIS will be positioned to prevent unauthorized persons from viewing HMIS data.
  - iii) Computer workstations or other devices used to access HMIS will never be left unattended when the HMIS database is open.
  - iv) Photocopiers, printers and fax machines utilized to print, copy, or fax information from the HMIS are located so as to minimize access by visitors and unauthorized persons.
  - v) Computers or other devices utilized to access the HMIS must have an automatic lock function enabled that locks the computer or device within a short period of inactivity.
  - vi) All devices (including, but not limited to: computers, tablets, printers, copiers and fax machines) used to access HMIS or to print HMIS data and which will no longer be used to access HMIS will have their hard drives reformatted multiple times.
  - vii) All devices (including, but not limited to: computers, tablets, printers, copiers and fax machines) used to access HMIS or to print HMIS data which is no longer functional will have their hard drives pulled, destroyed, and disposed of in a secure manner.
  - viii) In the event that devices (including, but not limited to: computers, tablets, printers, copiers and fax machines) which will be used to access HMIS or to print HMIS data is leased, the lease agreement shall include provisions for either the leasing company or the Agency to (1) reformat the hard drive multiple times or (2) destroy the hard drive.
- d) **Username and Passwords.** The Agency will ensure that Users do not share their username or password for the HMIS with any other individuals, including supervisors or ICA representatives. The Agency will not permit Users to post their username or password in an area where it may be accessible to unauthorized individuals. The Agency will not permit HMIS Users to save their username or password for the HMIS within an internet browser. Users must physically enter their username and password each time they log into the HMIS.
- e) **Training and Technical Assistance.** ICA, as the HMIS Lead Agency, is responsible for providing all HMIS-related training and technical assistance.
  - i) Online training will be made available to all HMIS End Users. ICA will also provide opportunities for in-person trainings when reasonably possible.



# Homeless Management Information System

## Agency Partner Agreement



- ii) The Agency is required to send at least one current User to attend 75% of all HMIS User meetings held each year to ensure the security of the HMIS database, the security and confidentiality of Client data, and to stay current with any modification to HMIS policies, procedures, and guidelines.
- iii) The Agency Director, Designated Authorized Representatives, Designated Contacts and all Users are expected to read the MoHMIS Newsletter and any News Alerts issued via email. Any information issued via the MoHMIS Newsletter or any News Alerts is assumed read and Agencies and Users will be held accountable for information contained therein.
- iv) ICA shall provide supplemental training regularly to accommodate changes in Agency staff, changes in data collection requirements, or changes to the database software.
- v) ICA will not issue a username and password for the HMIS to any individuals who have not completed the minimum required training as determined by ICA in consultation with the CoCs within the implementation.
- vi) ICA may temporarily disable a User account and require a User complete additional training if they have not accessed the database in 90 days, if the data quality for the User is poor, or if there is any reason to believe the User does not understand or follow HMIS requirements.
- vii) ICA shall be reasonably available during normal weekday business hours to provide technical assistance via the ICA Missouri Helpdesk ([mohmis@icalliances.org](mailto:mohmis@icalliances.org)).

### f) **Recordkeeping Requirements.**

- i) Printed copies of HMIS information not included in the Client's file will be destroyed.
- ii) Client records that are retained as hard copy are stored in locking filing cabinets or in rooms that can be locked when unattended.
- iii) Once a report containing confidential Client information is downloaded from the HMIS, it is the responsibility of the Agency to protect all confidential information.

g) **Breach Notification.** In the event of a breach of system security or Client confidentiality, the Agency shall notify the ICA Missouri Helpdesk within 24 hours of knowledge of such breach ([mohmis@icalliances.org](mailto:mohmis@icalliances.org)). Any Agency that fails to email or call and/or 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 the HMIS Lead has evaluated the Agency's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Policy and Responsibilities form. Subsequent violations of system security may result in suspension from the system.

### 8) **Data Entry Standards**

- a) Information entered into the HMIS by the Agency will be truthful, accurate, and complete to the best of the Agency's knowledge.
- b) The Agency will enter information into the HMIS database promptly upon receipt and will enter all information in accordance with current data entry standards and practices established in the HMIS Policies and Procedures Manual.



# Homeless Management Information System

## Agency Partner Agreement



- c) The Agency shall only enter individuals into the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by knowingly entering inaccurate information.
- d) The Agency will not alter information in the HMIS database that is entered by another Agency with inaccurate information (i.e., the Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
- e) The Agency shall not include profanity or offensive language in the HMIS database. This does not apply to direct quotes by the Client if the Agency believes it is essential to enter these comments for assessment, service and treatment purposes.
- f) The Agency may establish a Memorandum of Understanding with another Partner Agency so that a licensed User at the Partner Agency may enter data on its behalf. The MOU must be approved by ICA and signed by the executive directors or the immediate supervisors of the employees responsible for the HMIS activities at both Agencies, and the licensed User who will have privileges to access the Partner Agency's data. An Agency may not establish an MOU with an individual contracting with their Agency.
- g) The Agency shall begin data entry within no more than 30 days of enrollment.

### 9) Compliance and Sanctions

- a) Any User or Partner Agency found to be out of compliance with any HMIS operational policy or procedure found in the HMIS Policy and Procedure Manual, the MoHMIS User Policy and Responsibilities form, or this Agreement will be subject to immediate access revocation pending a formal review by the HMIS Lead Agency of the violation.

Repercussions for any violation will be assessed in a tiered manner as described below. Each User or Partner Agency violation will face successive consequences. Violations do not need to be of the same type in order to be considered second or third violations. User violations do not expire and are tied to the individual. This means that historical violations will follow the User in the event they transfer to another HMIS Participating Agency or have access to the HMIS for more than one participating Agency at a time. No regard is given to the duration of time that occurs between successive violations of the HMIS operation policies and procedures as it relates to corrective action.

- i) **First violation.** The User and Partner Agency shall be notified of the violation in writing by ICA. The User's license will be suspended until the Agency has notified ICA of actions taken to remedy the violation. ICA will provide necessary training to the User and/or Partner Agency to ensure the violation does not continue or reoccur. ICA will notify the applicable HMIS Advisory Committee(s) of the violation and actions taken to remedy the violation at the next scheduled advisory committee meeting.
- ii) **Second violation.** The User and Partner Agency will be notified of the violation in writing by ICA. The User's license will be suspended for 30 days. The User and/or Partner Agency must take action to remedy the violation; however, this action will not shorten the length of the license suspension. If the violation has not been remedied by the end of the 30-day suspension, the suspension will continue until the Agency notifies ICA of the action(s) taken to remedy the violation. ICA will notify the applicable HMIS Advisory Committee(s) of the violation and actions taken to remedy the violation at the next scheduled advisory committee meeting.

# Homeless Management Information System

## Agency Partner Agreement



- iii) **Third violation.** The User and Partner Agency will be notified of the violation in writing by ICA. ICA will convene a review panel made up of HMIS Advisory Committee members who will determine if a User's license should be terminated. The User's license will be suspended for a minimum of 30 days, or until the advisory committee notifies ICA of their determination, whichever occurs later. If the advisory committee determines the User should retain their license, ICA will provide necessary training to the User and/or Agency to ensure the violation does not continue or reoccur.
  - iv) **Fourth and consecutive violations.** If the User is allowed to regain access after the third violation, any violations after the third will be handled in the same manner as a third violation.
  - v) **Violations of local, state, or federal law.** Any violation of local, state, or federal law by a User or the Agency will immediately be subject to the consequences listed under the third violation above.
- b) ICA shall conduct a minimum of two Technical Assistance Assessments (TAAs) with each Partner Agency each year, at least one of the TAAs each year will be conducted on site at the Agency. The TAAs will be conducted to determine if the Agency requires additional technical assistance in order to be in compliance with this Agreement, the HMIS Policies and Procedures Manual, and any CoC-specific requirements. ICA shall issue a letter stating that the Agency is or is not in compliance within 10 business days of conducting the TAA and shall distribute the letter as noted in 9(f) below.
- i) If the Agency is determined to be out of compliance, the letter will contain the steps required for the Agency to come into compliance and the timeframe in which the Agency must come into compliance. If the Agency does not come into compliance within the designated timeframe, ICA will write another letter explaining that the Agency has not taken the steps prescribed to come into compliance and shall distribute the letter as noted in 9(f) below.
- c) ICA may rule an Agency out of compliance at any time if the Agency is found to be out of compliance with the terms of this Agreement, the HMIS Policies and Procedures Manual, or other HMIS-related regulations or requirements established by HUD, the CoC, or other project funders. ICA may also choose to conduct additional TAAs with the Agency each year if ICA has reason to believe the Agency is out of compliance.
- d) ICA may issue notification of required data cleanup or catch-up to an Agency or project. The notification of required data cleanup or catch-up will include a timeframe by which the data cleanup or catch-up must be complete. ICA shall determine the timeframe based upon the amount of data cleanup or catch-up required and the capacity of the Agency to complete the data cleanup or catch-up. If the Agency does not complete the cleanup or catch-up within the designated timeframe, ICA will issue a letter of non-compliance. At this point, the Agency shall have 30 days to complete the data cleanup or catch-up before project funders and the HMIS Advisory Committee are notified.
- e) Letters regarding non-compliance shall specify if the Agency as a whole was determined to be out of compliance, or if specific project(s) have been determined to be out of compliance. If only specific projects have been deemed to be out of compliance, the letter shall explicitly state that only those projects have been found out of compliance.
- f) Letters regarding compliance will be sent to the Agency Director, all designated authorized representatives, designated contacts, any funders who mandate HMIS participation, and the appropriate HMIS Advisory Committee(s).

# Homeless Management Information System

## Agency Partner Agreement



### 10) Reports

- a) Agency level reports present identifying and statistical information only for Clients served by that Agency. The Agency may not report on information entered by a Partner Agency.
- b) The Agency shall retain access to identifying and statistical data on the Clients it serves
- c) The Agency may make aggregate data regarding their services available to other entities outside of the system for funding or planning purposes pertaining to providing services to people experiencing homelessness. However, such aggregate data shall not directly identify individual Clients.
- d) ICA and/or the CoC shall use only unidentified, aggregate HMIS data for policy and planning activities, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the implementation.

### 11) Proprietary Rights

- a) The Agency shall not give or share assigned usernames and passwords of the HMIS database with any other Agency, business or individual.
- b) The Agency shall not cause, in any manner or way, corruption of the HMIS database.
- c) The Agency shall ensure that all Users comply with the End User License Agreement of the HMIS software.

### 12) Terms and Conditions

- a) The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secrets.
- b) The Agency shall not use the HMIS database with intent to defraud federal, state, or local governments, individuals or entities, or to conduct any illegal activity.
- c) If this Agreement is terminated, ICA and the remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency, subject to the guidelines specified in this Agreement, except to the extent a restriction is imposed by the Client or by law.
- d) Neither ICA nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- e) This Agreement shall be in force, provided funding is available, until revoked in writing by either party with 30 days' notice.
- f) In the event that the terms of this agreement conflict with any federal, state, or local laws or regulations or guidance released by the U.S. Department of Housing and Urban Development or other government Agencies, the law, regulation or guidance shall prevail.

# Homeless Management Information System

## Agency Partner Agreement



### Designation of Authorized Representatives

*Note: The Agency Director may designate up to eight (8) Authorized Representatives. However, the designation of Authorized Representatives is not required.*

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Name of First Designated Authorized Representative

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Title of First Designated Authorized Representative

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Phone Number of First Designated Authorized Representative

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Email Address of First Designated Authorized Representative

---

Name of Second Designated Authorized Representative

---

Title of Second Designated Authorized Representative

---

Phone Number of Second Designated Authorized Representative

---

Email Address of Second Designated Authorized Representative

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Name of Third Designated Authorized Representative

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Title of Third Designated Authorized Representative

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Phone Number of Third Designated Authorized Representative

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Email Address of Third Designated Authorized Representative

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Name of Fourth Designated Authorized Representative

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Title of Fourth Designated Authorized Representative

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Phone Number of Fourth Designated Authorized Representative

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Email Address of Fourth Designated Authorized Representative

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Name of Fifth Designated Authorized Representative

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Title of Fifth Designated Authorized Representative

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Phone Number of Fifth Designated Authorized Representative

---

Email Address of Fifth Designated Authorized Representative

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Name of Sixth Designated Authorized Representative

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Title of Sixth Designated Authorized Representative

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Phone Number of Sixth Designated Authorized Representative

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Email Address of Sixth Designated Authorized Representative

# Homeless Management Information System

## Agency Partner Agreement



### Designation of Authorized Representatives (continued)

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Name of Seventh Designated Authorized Representative

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Title of Seventh Designated Authorized Representative

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Phone Number of Seventh Designated Authorized Representative

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Email Address of Seventh Designated Authorized Representative

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Name of Eighth Designated Authorized Representative

---

Title of Eighth Designated Authorized Representative

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Phone Number of Eighth Designated Authorized Representative

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Email Address of Eighth Designated Authorized Representative

### Designation of Contacts

*Note: All Designated Authorized Representatives are considered Designated Contacts. Only individuals who should receive information but are not authorized according to 1(i) above should be listed below.*

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Name of First Designated Contact

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Title of First Designated Contact

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Phone Number of First Designated Contact

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Email Address of First Designated Contact

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Name of Second Designated Contact

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Title of Second Designated Contact

---

Phone Number of Second Designated Contact

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Email Address of Second Designated Contact

---

Name of Third Designated Contact

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Title of Third Designated Contact

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Phone Number of Third Designated Contact

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Email Address of Third Designated Contact

# Homeless Management Information System

## Agency Partner Agreement



### Agency Information

\_\_\_\_\_  
Agency's Legal Name

\_\_\_\_\_  
Agency's Physical Street Address

\_\_\_\_\_, MO      \_\_\_\_\_  
City      Zip Code

\_\_\_\_\_  
Agency's Mailing Address (leave blank if same as street address)

\_\_\_\_\_, MO      \_\_\_\_\_  
City      Zip Code

### Agency Director Information

\_\_\_\_\_  
Name of Agency Director

\_\_\_\_\_  
Title of Agency Director

\_\_\_\_\_  
Phone Number of Agency Director

\_\_\_\_\_  
Email Address of Agency Director

By signing this Agreement, I understand and agree with the terms within. I understand that individuals listed in the Designation of Authorized Representatives have the authority to carry out tasks on my behalf as described in 1(i) above. Furthermore, I understand that failure of any or all Users to comply may result in suspension or termination of access to the HMIS database.

\_\_\_\_\_  
Signature of Agency Director

\_\_\_\_\_  
Date

## Consumer Notice

### HOMELESS MISSOURIANS INFORMATION SYSTEM NETWORK

This Agency participates in the Missouri Homeless Management Information System (HMIS), which collects basic information about clients receiving services from this agency. This helps us get a more accurate count of individuals and families experiencing homelessness, and to identify the need for different services. Some agencies receive funding to provide services for individuals and families experiencing homelessness or near-homelessness that requires use of HMIS. Other agencies choose to use this database outside of funding requirements.

We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our Privacy Notice describing our privacy practice is available to all consumers upon request. Agencies participating in HMIS share information with other agencies partnered in HMIS unless they serve a protected population, in compliance with applicable federal and state law. The list of HMIS Partner Agencies is available to clients at intake and also posted at: <https://www.icalliances.org/missouri-forms>. Sharing information among agencies allows those agencies to work in a cooperative manner to provide you with better services.

You can share your personal information with other area agencies that participate in the network by completing a “Release of Information” form. This will allow those agencies to work in a cooperative manner to provide you with efficient and effective services.

Public Notice (Federal Register / Vol. 69, No. 146) / Effective August 30, 2004

Final 11.28.2018

Agency Name Goes Here  
**Homeless Missourians Information System (HMIS)**  
**Privacy and Security Notice**

**A written copy of this Policy is available to all who request it.  
It is also available on this agency's web site.**

**I. PURPOSE:**

This notice describes the privacy policy of this agency. The policy may be amended at any time. We may use or disclose your information to provide you with services, and to comply with legal and other obligations. We assume that, by requesting services from our agency, you agree to allow us to collect information and to use or disclose it as described in this notice and as otherwise required by law.

The Homeless Missourians Information System (HMIS) was developed to meet a data collection requirement made by the United States Congress and the Department of Housing and Urban Development (HUD). Congress passed this requirement in order to get a more accurate count of individuals who are homeless and to identify the need for and use of different services by those individuals and families. We are collecting statistical information on those who use our services and report this information to a central data collection system.

In addition, many agencies in this area use HMIS to keep computerized case records. This information may be provided to other HMIS participating agencies. The information you may agree to allow us to collect and share includes: basic identifying demographic data, such as name, address, phone number and birth date; the nature of your situation and the services and referrals you receive from this agency. This information is known as your **Protected Personal Information or PPI**. All agencies using the HMIS share their data with other participating agencies, with the exception of *Blind Service Providers*. These *blind* agencies serve specific protected client populations, such as domestic abuse, sexual abuse, HIV/AIDS, alcohol and/or substance abuse, and mental health, and do not share client information.

**GENERALLY**, all personal information we maintain is covered by this policy. Generally, your personal information will only be used by this agency and other agencies to which you are referred for services.

Information shared with other HMIS agencies helps us to better serve our clients, to coordinate client services, and to better understand the number of individuals who need services from more than one agency. This may help us to meet your needs and the needs of others in our community by allowing us to develop new and more efficient programs. Sharing information can also help us to make referrals more easily and may reduce the amount of paperwork.

Maintaining the privacy and safety of those using our services is very important to us. Information gathered about you is personal and private. We collect information only when appropriate to provide services, manage our organization, or as required by law.



Agency Name Goes Here  
**Homeless Missourians Information System (HMIS)**  
**Privacy and Security Notice**

## II. CONFIDENTIALITY RIGHTS:

This agency has a confidential policy that has been approved by its Board of Directors. This policy follows all HUD confidentiality regulations that are applicable to this agency, including those covering programs that receive HUD funding for homeless services. Separate rules apply for HIPPA privacy and security regulations regarding medical records.

This agency will use and disclose personal information from HMIS only in the following circumstances:

1. To provide or coordinate services to an individual.
2. For functions related to payment or reimbursement for services.
3. To carry out administrative functions including, but not limited to legal, audit, personnel, planning, oversight or management functions.
4. Databases used for research, where all identifying information has been removed.
5. Contractual research where privacy conditions are met.
6. Where a disclosure is required by law and disclosure complies with and is limited to the requirements of the law. Instances where this might occur are during a medical emergency, to report a crime against staff of the agency or a crime on agency premises, or to avert a serious threat to health or safety, including a person's attempt to harm himself or herself.
7. To comply with government reporting obligations.
8. In connection with a court order, warrant, subpoena or other court proceeding where disclosure is required.

## III. YOUR INFORMATION RIGHTS:

As a client receiving services at this agency, you have the following rights:

1. **Access to your record.** You have the right to review your HMIS record. At your request, we will assist in viewing the record within five working days.
2. **Correction of your record.** You have the right to request to have your record corrected so that information is up-to-date and accurate to ensure fairness in its use.
3. **Refusal.** Our ability to assist you depends on having certain personal identifying information. If you choose not to share the information we request, we reserve the right to decline to provide you with services as doing so could jeopardize our status as a service provider.
4. **Agency's Right to Refuse Inspection of an Individual Record.** Our agency may deny you the right to inspect or copy your personal information for the following reasons:
  - a. information is compiled in reasonable anticipation of litigation or comparable proceedings;
  - b. information about another individual other than the agency staff would be disclosed;

Agency Name Goes Here  
**Homeless Missourians Information System (HMIS)**  
**Privacy and Security Notice**

- c. information was obtained under a promise of confidentiality other than a promise from this provider and disclosure would reveal the source of the information; or
  - d. information, the disclosure of which would be reasonably likely to endanger the life or physical safety of any individual.
5. **Harassment.** The agency reserves the right to reject repeated or harassing requests for access or correction. However, if the agency denies your request for access or correction, you will be provided written documentation regarding your request and the reason for denial. A copy of that documentation will also be included in your client record.
6. **Grievance.** You have the right to be heard if you feel that your confidentiality rights have been violated, if you have been denied access to your personal records, or if you have been put at personal risk, or harmed. Our agency has established a formal grievance process for you to use in such a circumstance. **To file a complaint or grievance you should contact our <Insert person to contact> at: <Insert contact information for that person here.>**

IV. HOW YOUR INFORMATION WILL BE KEPT SECURE:

Protecting the safety and privacy of individuals receiving services and the confidentiality of their records is of paramount importance to us. Through training, policies, procedures and software, we have taken the following steps to make sure your information is kept safe and secure:

1. The computer program we use has the highest degree of security protection available.
2. Only trained and authorized individuals will enter or view your personal information.
3. Your name and other identifying information will not be contained in HMIS reports that are issued to local, state or national agencies.
4. Employees receive training in privacy protection and agree to follow strict confidentiality standards before using the system.
5. The server/database/software only allows individuals access to the information. Only those who should see certain information will be allowed to see that information.
6. The server/database will communicate using 128-bit encryption-an Internet technology intended to keep information private while it is transported back and forth across the Internet. Furthermore, identifying data stored on the server is also encrypted or coded so that it cannot be recognized.
7. The server/database exists behind a firewall-a device meant to keep hackers/crackers/viruses/etc. away from the server.
8. The main database will be kept physically secure, meaning only authorized personnel will have access to the server/database.
9. System Administrators employed by the HMIS and the agency support the operation of the database. Administration of the database is governed by agreements that limit the use of personal information to providing administrative support and generating reports using aggregated information. These agreements further insure the confidentiality of your personal information.

*Agency Name Goes Here*  
**Homeless Missourians Information System (HMIS)**  
**Privacy and Security Notice**

**V. BENEFITS OF HMIS AND AGENCY INFORMATION SHARING:**

Information you provide us can play an important role in our ability and the ability of other agencies to continue to provide the services that you and others in the community are requesting.

Allowing us to share your name results in a more accurate count of individuals and the services they use. Obtaining an accurate count is important because it can help us and other agencies:

1. Better demonstrate the need for services and the specific types of assistance needed in our area.
2. Obtain more money and other resources to provide services.
3. Plan and deliver quality services to you and your family.
4. Assist the agency to improve its work with families and individuals who are homeless.
5. Keep required statistics for state and federal funders, such as HUD.

**VI. COMPLIANCE WITH OTHER LAWS**

This agency complies with all other federal, state and local laws regarding privacy rights. Consult with an attorney if you have questions regarding these rights.

**VII. PRIVACY NOTICE AMENDMENTS:**

The policies covered under this Privacy Notice may be amended over time and those amendments may affect information obtained by the agency before the date of the change. All amendments to the Privacy Notice must be consistent with the requirements of the Federal Standards that protect the privacy of consumers and guide HMIS implementation and operation.

**VIII. Web Site**

We maintain a copy of the Privacy Notice on our web site at: **<Insert your web address here>**



**Institute for Community Alliances**  
**Homeless Missourians Information System Network**  
**Client Informed Consent to Share and Release of Information**

The **Homeless Missourians Information Systems Network** is a group of agencies working together to provide services to homeless and low-income individuals in the State of Missouri. This group includes shelter, housing, food, state, private and non-profit social service agencies, and faith based organizations. I give this partner agency permission to share the following information regarding my household. I understand that this information is for the purpose of assessing needs for housing, utility assistance, food, counseling and/or other services.

**The information being shared may consist of the following:**

- Identifying and/or historical information regarding my household.
- My household income, non-cash benefits, and health insurance information.

**I understand that:**

- Information I give concerning physical or mental health problems will not be shared with other partner agencies in any way that identifies me or other members of my household.
- The partner agencies have signed agreements to treat my household's information in a professional and confidential manner. I have the right to view the client confidentiality policies used by the HMIS.
- Staff members of the partner agencies who will see my household's information have signed agreements to maintain confidentiality regarding my household's information.
- The partner agencies may share non-identifying information about the people they serve with other parties working to end homelessness.
- I have the right to refuse to answer certain questions.
- The sharing of information does not guarantee that services will be provided. Declining to share information does not prohibit the provision of services.
- This authorization will remain in effect for twelve months unless I revoke it in writing.
- If I revoke my authorization, all information about my household entered into the database from that date forward will not be shared with partner agencies.
- A list of the partner agencies within the network may be viewed prior to signing this form.

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

\_\_\_\_\_  
 Project Name

\_\_\_\_\_  
 Client Name (*please print*)

\_\_\_\_\_  
 Client Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Agency Personnel Name (*please print*)

\_\_\_\_\_  
 Agency Personnel Signature

\_\_\_\_\_  
 Date

Head of Household Client ID Number: