



BROWARD HOMELESS CONTINUUM OF CARE-FL-601

Management Information Systems
Policies and Procedure Manual

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VERSION CONTROL

This section tracks significant changes made to this document:

Revised Section Name	Page #	Revised Date	Revised By	Comments, If any
Cover Page	1	05/11/2016	Grewal, et al.	Change from Version 1.1 to Version 1.2
Table of Contents	2	05/11/2016	Grewal, et al.	Inserted Version Control section in Table of Contents.
Participation Fee	12	06/09/2016	Grewal, et. al.	Removed fee amount of \$125 to eliminate need for future changes to HMIS Policies and Procedure Manual if and when the fee amount changes.
Client Confidentiality	18	0727/2016	Grewal, et al.	New version of Client acknowledgment forms effective August 1 st , 2016. The new forms are now valid for a period of three (3) years.
Data Requirements	22	05/11/2016	Grewal, et al.	Data Reports: 0623 changed to 0625; and 0631 CoC APR Detail deleted.
Data Corrections and/or Inconsistencies	23	6/28/2016	Grewal et al.	Section added.
Technical Support	24	05/11/2016	Grewal, et al.	Added email as additional support.
Appendix B				Client Acknowledgment for Electronic Data collection in Homeless Management Information System- Version 2.0 replaces previous version and was made effective CoC wide on August 1, 2016.
Version Control	32	05/11/2016	Grewal, et al.	Section added to track significant changes to the HMIS Policy and Procedures.
Document Review	NA	07/17/2017	J. Ellis	Manual reviewed. No Changes Made.
Version 1.3	All	08/01/18	Ellis, et al.	Manual reviewed and revised in its entirety to reflect changes in HUD guidelines and HMIS operations.
Version 1.4	ALL	7/29/2019	R. Moore and R. McGuire	Entire manual reviewed and significant changes made. Track change copy kept to memorialize the changes.

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HMIS Policies and Procedures Manual

Introduction

The *Continuum of Care (CoC) Program HMIS Manual* is intended to support data collection and reporting efforts of Homeless Management Information System (HMIS) Lead Agencies and CoC Program recipients. This manual provides information on HMIS project setup and data collection guidance specific to the CoC Program and the legacy programs: Supportive Housing Program (SHP), Shelter plus Care (S+C) and Single Room Occupancy for the Homeless (SRO) that have not yet renewed under the CoC Program.

This document is not a replacement for any specific program guidance, requirements, regulations, notices, and training materials on the CoC Program. This manual only addresses the use of HMIS for CoC Program-funded projects.

The Broward County Continuum of Care (CoC) requires all funded providers to participate in the Broward County CoC HMIS System and recommends that all homeless service providers take part in the Broward County CoC HMIS System (“Service Point”) who are not funded by the County.

When agencies enter into an HMIS End User Agreement with Broward County, they are Covered Homeless Organizations aka Covered HMIS Organizations (CHOs). HMIS enables homeless service providers to collect uniform Client information over time. This system is part of an essential effort to streamline Client services, inform public policy decision-makers, improve coordination of services among providers of housing and services to homeless Clients, inform advocacy efforts, and assist the CoC in establishing policies that result in targeted services to reduce the time persons experience homelessness. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of homeless populations. The data collected is necessary to service and systems planning, and advocacy. CHOs share a common interest in serving the homeless population and those at risk of homelessness, with the ultimate goal of reducing and eventually ending homelessness in Broward County.

Federal Guidance

The United States Department of Housing and Urban Development (HUD) requires all homeless services grantees and sub-grantees to participate in a localized Homeless Management Information System (HMIS). This policy is consistent with the Congressional Direction for communities to provide data to HUD on the extent and nature of homelessness and the effectiveness of its service delivery system in preventing and ending homelessness. The HMIS and its operating policies and procedures are structured to comply with HUD’s most current HMIS data standard manuals that allow for the collection of standardized Client and program-level data on homeless service usage among programs within a community and across all communities. This ensures that every HMIS captures the information necessary to fulfill HUD reporting requirements while protecting the privacy and informational security of all persons experiencing homelessness.

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The *Broward Homeless Continuum of Care-FL-601 HMIS Policies and Procedures Manual* (HMIS Policies and Procedures) is structured to comply with the most recently released HUD Data and Technical Standards for HMIS. Recognizing that the Health Insurance Portability and Accountability Act (HIPAA) and other Federal, State, and local laws may further regulate agencies, the CoC may negotiate its procedures and/or execute appropriate business agreements with CHOs in order for them to be in compliance with all applicable laws and regulations. The HMIS Policies and Procedures includes privacy, security, Client consent, data entry requirements, and data quality that may be modified from time to time at the CoC discretion in order to be in compliance with applicable laws and regulations.

Manual Name and Link	Intended Audience	Contents
2020 HMIS Data Standards Dictionary	HMIS Vendors & HMIS Lead Agencies	The dictionary provides the detailed information required for system programming on all HMIS elements and responses required to be included in HMIS software. It delineates data collection requirements, system logic, and contains the XML and CSV tables and numbers. The dictionary also includes critical information about data collection stages, federal partner data collection required elements, project descriptor data elements, and metadata data elements
2020 HMIS Data Standards Manual	HMIS Lead Agencies & HMIS Users	The manual provides a review of all Universal Data Elements, Project Descriptor Data Elements, and Common Program Specific Data Elements. It contains information on data collection requirements, instructions for data collection, and descriptions that the HMIS User will find as a reference.
2020 Data Mapping Instructions	HMIS Vendors & HMIS Lead Agencies	This document is provided to vendors each time the Data Standards are updated to provide instruction on mapping retired elements and responses

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		to new elements and responses, as required
2020 HMIS CSV and XML Schemas	HMIS Vendors	These documents outline requirements for a standard export of HMIS data. The Runaway Homeless Youth (RHY) and Supportive Services for Veteran Families (SSVF) programs require regular submission of the current HMIS CSV.
Program Specific HMIS Data Manuals	HMIS Lead Agencies and HMIS Users	The Program Specific Manuals provide guidance and support for data collection and reporting efforts
Zip Code to Geography Type Crosswalk	HMIS Vendors	Lookup table for geography types based on zip codes required for PDDE 2.8 Additional Project Information

HMIS Project Set Up

Potential Providers need to understand the difference between a **program** and a **project** because they have distinct meanings in this context. A program is the source of funding that the organization is receiving to run its project (e.g. CoC Program funding for ABC Transitional Housing project). For data collection purposes, HUD and its federal partners refer to categories of funding within a program as **components**. For the CoC Program, there are five program components under which communities can establish and operate projects: permanent housing, transitional housing, and supportive services only, HMIS and, in some cases, homelessness prevention. Additionally, the Joint Transitional Housing (TH) and Rapid Re-Housing (RRH) Component Project combines' two existing program components – transitional housing and permanent housing rapid re-housing – in a single project. There are also Safe Haven projects with previous funding under the Supportive Housing Program that will be renewed under the CoC Program, and the legacy programs: Supportive Housing Program (SHP), Shelter Plus Care (S+C) and Single Room Occupancy for the Homeless (SRO) that have not yet renewed under the CoC Program. A **project** is the group of activities on the ground delivering services or housing for the homeless Client (e.g. XYZ Shelter, Homeless Street Outreach, etc.).

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Set Up Projects in HMIS

One of the most critical steps in accurate data collection and reporting is ensuring that a project is set up properly in an HMIS. Incorrect project setup will jeopardize recipients' ability to produce accurate, reliable reports and will affect the community's ability to generate community wide reports like System Performance Measures.

HMIS System Administrators should follow the procedures established for their particular HMIS when setting up projects in the HMIS. These setup procedures must include, at a minimum, the following:

1. The HMIS includes project descriptor data elements for all residential continuum projects, regardless of their participation in HMIS; and
2. The HMIS Lead, in consultation with the CoC, reviews project descriptor data at least once annually and updates that data as needed.

The following are required project descriptor data elements:

Organizational Identifier (2.1)

The name of the agency/organization receiving CoC funding must be entered or identified with the CoC specific project. The HMIS generates an identification number. The HMIS must maintain only one single record for each agency/organization, regardless of how many projects they operate. In HUD's HMIS Data Standards, HUD strongly recommends that the name of the organization is the actual legal name of the entity and not an abbreviation or other derivative of the name, since the name is being transmitted in reports.

Project Identifiers (2.2)

- **Project ID:** The HMIS Lead must assign a Project ID to each project via a system generated number or code, which serves as a distinct identifier that is consistently associated with that project.
- **Project Name:** The name of the project receiving CoC funding must be entered or identified with the CoC specific project. HMIS administrators should note that often the name of the project on the grant agreement is not the same as the name the project is called by the organization and/or the common name in the community and often not the same name as is used on the Housing Inventory County (HIC). HMIS administrators should maintain mapping information to correlate grant names, HIC names, and common names with the project identifiers either within the HMIS itself or separately. The Homeless Initiative Partnership section (HIP) and the HMIS lead will be aligning the names of the projects in HMIS with the names of the project as noted in the contract.
- **Operating Start Date:** Beginning in October 2017, the Operating Start Date of a project must be completed in the HMIS on all projects. The Operating Start Date of the project is defined as the first day the project provided services and/or housing. Thus, this date must be no later than the date the first Client served in the project was entered into the project. For projects that began operating prior to October 1, 2012, the operating start date may be estimated if not known.

Operating End Date: An Operating End Date must be entered when a project closes. The Operating End Date must be the last day on which the last Client received housing/services. The

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Operating End Date should be left empty if the project is still in operation (refer to the specific HMIS instructions on project close out in an HMIS).

Continuum of Care (CoC) Code (2.3)

Select the CoC code based on the location in which the project operates. Broward County is the Collaborate Applicant and the CoC. The code is FL 601.

Project Type (2.4)

All CoC Program-funded projects are part of the Continuum of Care and should be marked as “yes” to whether they are funded Continuum Projects.

Each project must be identified with a single HMIS project type. Select the correct project type for each project in the HMIS – no single project within an HMIS may have two project types.

CoC Program Component

Permanent Housing (PH)

Permanent Housing (PH)

Supportive Services Only (SSO)

Transitional Housing (TH)

Homelessness Prevention (HP)

Safe Haven (SH)

Joint TH and PH-RRH

HMIS Project Type

PH: Permanent Supportive Housing

PH: Rapid Re-Housing

See SSO Chart Below

Transitional Housing

Homelessness Prevention

Safe Haven

Set up as two separate projects in HMIS:

- PH: Rapid Re-Housing
- Transitional Housing

Legacy Programs

Supportive Housing Program – Permanent Housing

Supportive Housing Program – Supportive Services Only

Supportive Housing Program – Transitional Housing

Shelter Plus Care

Single Room Occupancy for the Homeless

Single Room Occupancy for the Homeless

HMIS Project Type

PH: Permanent Supportive Housing

See SSO Chart Below

Transitional Housing

PH: Permanent Supportive Housing

If services are provided – type as

PH: Housing with services

If services are not provided – type as PH: Housing Only

There are a wide variety of Supportive Services Only projects within the CoC Program. Many SSO projects that were incorrectly classified were able to reclassify their project in 2014 and change their component type from SSO to a Housing Project Type (e.g. SH, TH or PH) depending on the relationship of their services to specific housing. HMIS administrators should update those SSO projects that changed component types in 2014 or later so that their HMIS project setup reflects the affiliated residential HMIS Project Type.

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For SSO projects whose services are designed to serve all persons in the residential facility, and where the project’s housing and service providers are able to share data, HMIS administrators should adjust the system so that there is only a single project within the HMIS, using the residential HMIS Project Type. In this situation, both the housing provider and the service provider would have access to the Client s’ project record and would be able to enter data and run reports on the same Client. Merging these projects together within the system eliminates the occurrence of duplicate Client records and double counting for inventories and system-wide outcomes. If the housing and service providers cannot share the same record due to community confidentiality policies or domestic violence restrictions, then the HMIS administrator should update the services project as a Supportive Service Only project and identify in the Project Type element which HMIS Project ID (which residential project) it is affiliated with.

The following applies to **SSO projects affiliated with a residential project in HMIS that either 1) did not change component types or 2) provides services only to Emergency Shelter Client s:**

Affiliated with **one** residential project **&** either does not offer to provide services for all of the residential project Client s **Or** only serves Client s for a portion of their project stay (e.g. provides classes) **Or** information sharing is not allowed between residential project and service provider.

Affiliated with **multiple** residential project of the **same project type** (e.g. multiple PH: PSH) **&** either does not serve all of the all residential project Client s. **Or** information sharing is not allowed between residential projects and service provider.

Affiliated with **multiple** residential project of **different project types** (e.g. PH: RRH and PH: PSH) **OR** Affiliated with **Emergency Shelter(s)**

2.4 Project type to use

Services Only

2.4 A – Affiliated with a residential project

Yes

2.4 B – ID of Affiliated Project

List the HMIS Project ID of the residential project

For an **SSO whose primary work is street outreach**, use the HMIS Project Type "Street Outreach."

For an **SSO that operates a Coordinated Entry/Assessment** project funded under the CoC Program, use the HMIS Project Type "Coordinated Assessment."

For an **SSO that is a standalone supportive service**, use the HMIS Project Type "Other." A standalone supportive service is typically provided in a facility or office designated for the sole purpose of providing that service and administered by providers that are trained and/or licensed in the field, e.g. childcare centers and employment training centers. These SSOs will generally be the APR SSOs without Housing Outcomes. "Other" means that this project will not be considered in system wide performance measurements or cause duplicate HIC/PIT counts.

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Method for Tracking Emergency Shelter Utilization (2.5)

This element is not relevant for CoC Projects since the CoC Program does not fund Emergency Shelter projects.

Federal Partner Funding Sources (2.6)

Projects funded in whole or in part by CoC Program funds are to be identified based on the CoC Program component. Select the appropriate CoC component for each project:

- **HUD: CoC – Permanent Supportive Housing [also for legacy SHP-PSH and S+C]**
- **HUD: CoC – Rapid Re-Housing**
- **HUD: CoC – Supportive Services Only**
- **HUD: CoC – Transitional Housing [Use also for legacy SHP-TH]**
- **HUD: CoC – Safe Haven**
- **HUD: CoC – Single Room Occupancy**
- **HUD: CoC – Homelessness Prevention (High Performing Communities Only)**

Enter a grant identifier for each CoC Program grant that the project receives, along with the grant's operating start and end dates.

The HUD grant identifier for a CoC Program in HMIS may be whatever identifier the HMIS Lead believes is appropriate to assign to further identify the program. It may, but does not have to be, the fixed grant number (i.e. the grant number minus that last 4 digits which change annually with renewal). Safe Haven, SRO and old S+C grants will have different grant number configurations.

The grant must be identified with the Grant Start Date (the first time a CoC grant was provided to this project). When a project is not renewed by the CoC, it must be identified with a grant end date. Projects still in operation with unexpired 15- or 20-year use terms that no longer receive operating funds would not “end” until the use term is completed. Grant start dates and end dates for CoC funded projects are critical to identifying them for system performance measurement.

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Roles and Responsibilities:

HMIS Lead Agency

Policy: The HMIS Lead is responsible for the organization and management of CoC's HMIS. Additionally, the HMIS lead will provide training and technical support to all CHOs in the Continuum.

Responsibilities:

1. Ensure the operation of and consistent participation by recipients of funds from the Continuum of Care Program, Emergency Solutions Grants Program, Supportive Services for Veteran Families (SSVF), Broward County Homeless Fund, U.S. Department of Health & Human Services (HHS) for projects funded by the Runaway & Homeless Youth (RHY) and Projects for Assistance in Transition from Homelessness (PATH) Programs and from the other programs authorized by Title IV of the HEARTH/McKinney-Vento Act CFR 578 or as required by federal, state or local government entities. Duties include:
 - I. Establish the HMIS system which includes the selection of the vendor and software;
 - II. Conduct oversight of the HMIS;
 - III. Take corrective action, if needed, to ensure that HMIS is compliant with all HUD standards;
 - IV. Make recommendations for changes to the HMIS in order to better support the data reporting needs and requirements of the Broward CoC and the HMIS participating agencies;
 - V. Adopt written policies and procedures for the operation of the HMIS that apply to the HMIS Lead, the HMIS Participating Agencies, and the Continuum of Care.
 - VI. At least once annually or as required by HUD, submit to the Broward CoC an unduplicated count of Client s served and an analysis of the unduplicated counts;
 - VII. Submit reports to HUD as required;
 - VIII. Develop a privacy policy that, at a minimum, includes: data collection limitations; purpose and use limitations; allowable uses and disclosures; openness description; access and correction standards; accountability standards; protections for victims of domestic violence, dating violence, sexual assault, and stalking; and such additional information and standards as may be established by HUD. Every organization with access to protected identifying information must implement procedures to ensure and monitor its compliance with applicable agreements and the requirements of this part, including enforcement of sanctions for noncompliance;
 - IX. Require the HMIS vendor and software to comply with HMIS standards issued by HUD as part of its contract; and

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- X. Staff at least one local System Administrator and assure that each CHO has identified an Agency Administrator. The HMIS Lead will:
 - Provide both end user, Agency Admin training, report and ongoing training to local users on HUD and other prescribed workflows;
 - Support data organization and completion of Provider Pages for participating agencies;
 - Assign licenses to CHO Administrators and/or users;
 - Host local HMIS operations meeting(s) and assure that CHO Administrators are attending the local Agency Administration/Training Meetings quarterly;
 - Assure that all users are trained in privacy, security and system operation;
 - Participate in HUD mandated measurement including Point-in-Time (PIT), Housing Inventory Count (HIC), Annual Performance Reports (APRs), Consolidated Annual Performance and Evaluation Report (CAPER) and the Longitudinal System Analysis (LSA) as appropriate;
 - Participating in the annual count process and support publication of local reports;
 - Support the CoC's continuous data quality improvement efforts; and
 - Ensure that each HMIS participating agency has an updated Data Quality Plan that has been reviewed and approved by the HMIS Lead annually.
2. Require each HMIS participating agency to enter into a CHO End User License Agreement with Broward County; which includes:
 - I. Obligations and authority of HMIS Lead Agency and each CHO;
 - II. Requirements of the security plan with which each HMIS participating agency must abide;
 - III. Requirements of the privacy policy with which each HMIS participating agency must abide;
 - IV. Sanctions for violating the CHO End User License Agreement;
 - V. An agreement that the HMIS Lead Agency and HMIS participating agencies will process Protected Identifying Information consistent with the agreement; and
 - VI. An annual Data Quality Plan that is reviewed and approved and provided to the HMIS Lead Agency.
3. Submit the annual NoFA to HUD through the Collaborative Applicant for HMIS grant funds to be used for HMIS activities for the Broward CoC, as approved by the Broward Board of County Commissioners and/or Collaborative Applicant, and enter into a grant agreement with County to carry out the HUD-approved activities;
4. Monitor and enforce compliance by all HMIS participating agencies with all HUD requirements and report on compliance to the Broward CoC Collaborative Applicant and HUD;
5. Monitor data quality and take necessary actions to maintain input of high-quality data from all HMIS Participating agencies;

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6. Run and disseminate monthly data quality reports to participating programs that indicate level of data entry completion, consistency with program model, and timeliness as compared to the community data quality standards;
7. Submit a security plan, a data quality plan, and a privacy policy to the Broward CoC Collaborative Applicant and HMIS Data Committee for approval within 6 months of the effective date of the HMIS final rule and within 6 months after the date that any change is made to the local HMIS. The HMIS Lead Agency must review and update the plans and policy at least annually. During this process, the HMIS Lead Agency must seek and incorporate feedback from the Broward CoC Collaborative Applicant and from the HMIS participating agencies. The HMIS Lead must implement the plans and policy within 6 months of the date of approval by the Broward CoC Collaborative Applicant; and
8. Maintains a current and accurate organization chart that clearly identifies all team members, roles and responsibilities, and general work functions;

Procedure: The HMIS Lead is responsible for the HMIS management, oversight, and monitoring of HMIS Policy and Procedures.

Covered Homeless Organization aka Contributing Homeless Organizations (CHO):

Policy: Each CHO must designate an agency Security Officer and an Agency Administrator. The CHO's Security Officer is responsible for ensuring compliance with the security and privacy standards outlined in this document. CHO's Agency Administrator is responsible for the oversight of all agency End Users that generate or have access to HMIS Client data, and to ensure adherence to the Policies and Procedures described in this document. These two positions ideally would be two individuals within the organization, however, consult with the HMIS Lead if there is a need for one person to perform both duties.

CHO Responsibilities:

1. Comply with the U.S. Department of Housing and Urban Development's ("HUD") HMIS regulations as found in:
 - I. Federal Register, Vol. 69, No. 146, Part II, Department of Housing and Urban Development, Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice; Notice, July 30, 2004 ("HUD HMIS 2004 Final Notice");
 - II. U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Homeless Management Information System (HMIS), Data Standards, Revised Notice, May 2019, which goes into effect on October 1, 2019;
 - III. U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Homeless Management Information System (HMIS), Data Standards Manual, published June of 2019, which aligns with version 1.2 HMIS Data Dictionary; and

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- IV. Any subsequent revisions to either notice.
2. Comply with the HMIS Participation Agreement hereby known as the “Covered Homeless Organization (CHO) End User License Agreement” (Appendix A);
 3. Comply with all policies and procedures that are developed by the HMIS Lead Agency, including: data quality, privacy, and security plans;
 4. Participate in the Broward CoC Data Quality Monitoring efforts by implementing internal processes including a Data Quality plan, to reduce the percentage of Client records containing null, don’t know, and refused values and to ensure valid program entry and exit dates are entered into HMIS in a timely fashion;
 5. Monitor program and agency level participation in HMIS via comparison of point-in-time census beds versus Client served and report findings to Broward CoC on a quarterly basis;
 6. Ensure and maintain written inter-agency agreements with other participating agencies who share Client level data; and
 7. Provide to the HMIS Lead End User feedback that includes impressions of operational milestones and progress, system functionality, and general HMIS operations.

Procedure: Each CHO must designate an employee as the HMIS Security Officer and at minimum one (1) Agency Administrator. Any changes to the above-mentioned designees must be reported in writing to the HMIS Lead within three (3) business days.

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Participation Requirements

Policy: All agencies that are funded to provide homeless services by HUD (pass through and non-pass through grants), Broward County and/or the State must meet the minimum HMIS participation standards as defined by this Policies and Procedures manual pursuant to their respective funders' requirements. These Covered HMIS Organizations (CHO) will be required to comply with all applicable operating procedures.

Procedure: Minimum Participation Requirements:

1. Each CHO must agree to execute and comply with the CHO End User License Agreement;
2. Each CHO must designate an HMIS Security Officer who serves as primary contact between the HMIS Lead and their CHO. Each CHO should choose its HMIS Security Officer and send that person's name, email address, and contact information to the HMIS Lead. CHOs must conduct criminal background checks on the HMIS security officer and on all End Users. Unless otherwise required by HUD, background checks may be conducted once for End Users. Changes in the Security Officer or their contact information should be provided to the HMIS Lead, in writing, within five (5) business days;
3. Each CHO must designate at a minimum one (1) End User as an HMIS Agency Administrator. The Agency Administrator's responsibilities include: act as the operating manager and liaison for the CHO's projects within ServicePoint; serve as the primary contact between their organization and the HMIS Lead; act as the first tier of support for their organization's HMIS End Users; enforce data collection, entry, and data quality for HMIS End Users; ensure that HMIS End Users are following the most current HMIS procedures and work flow(s); ensure Client privacy, security, and confidentiality; notifies the HMIS Lead of any End User turnover within five (5) business days; attend all HMIS required meetings and conference calls; and assist with providing timely and accurate reports (AHAR, APR, PIT, HIC and CAPER) as needed;
4. Each CHO will designate End Users to access ServicePoint. The HMIS Lead's Project Supervisor will work with CHOs to determine the appropriate User Access Level designation for each End User. The maximum number of End Users each CHO may authorize are identified in the CHO End User License Agreement. Any modification to the number of assigned licenses would require an amendment to the CHO End User License Agreement;
5. All End Users, Agency Administrators, and Security Officers must complete required End User training and execute the User Access Agreement (Appendix A: Exhibit B - User Access Agreement) prior to being issued an End User Account;
6. CHOs must collect the universal and program specific data elements as defined by HUD and any other data elements as determined by the HMIS Data Committee for all Client s served by programs that are participating in HMIS;

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7. Each CHO HMIS End User must enter Client level data into the HMIS within five (5) business days of Client interaction;
8. Data may be shared with other agencies subject to appropriate Client consent and data sharing agreements based on all applicable Federal, State and local laws and regulations;
9. Each CHO must ensure that their representative(s) regularly attend HMIS Lead mandated meetings and stay current with the HMIS Policies and Procedures Manual; and
10. CHOs must comply with all HUD regulations for HMIS participation.

Exception(s): Any CHO whose primary mission is to provide services to victims of domestic violence, dating violence, or stalking are prohibited by the Violence Against Women ACT (VAWA) from disclosing Protected Personal Information (PPI) to the HMIS. Additionally, with County approval, Legal Services may be exempted from entry into HMIS based on Attorney-Client privilege. They must use a comparable database to provide de-identified data to the CoC to meet HUD Data and Technical Standards.

Voluntary Participation: Although agencies that receive funding from Broward County that provide services to individuals experiencing homelessness are required to participate in the HMIS, the Broward County CoC strongly encourages all providers of services to persons experiencing homelessness, or at risk of homelessness, to participate in the HMIS. The HMIS Data Committee will work closely with non-funded agencies to articulate the benefits of the HMIS and to strongly encourage their participation to achieve a comprehensive and accurate understanding of homelessness in Broward County.

Skon Point Participation

Skon Point allows for the quick entry of service transactions for Client s or for entire households with the swipe of a card. Skon Point requires the use of scan cards and a scan card reader. Shelter and Respite providers are to use Skon Point.

Shelter Point Participation (Shelters only)

Manage Client curfews by providing residential services staff instant visibility to which Client s are currently in your facility.

- Empower your residents by providing individually assigned ID cards they scan as they independently arrive and leave your residential facility.
- Instantly show who is on-site and who is not, for management and for regulating authorities
- Save staff time and always know Client presence anywhere in your facility

Shelter providers are to use Shelter Point.

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Purpose and Use Limitations

Policy: CHOs may only use or disclose PPI for activities described in the following procedure section.

Procedure: CHOs may use or disclose PPI with prior approval from HMIS Lead from HMIS per HUD Data and Technical Standards for the following purposes:

1. To provide or coordinate services to an individual and/or family;
2. For functions related to payment or reimbursement of services;
3. To carry out administrative functions that include but not limited to legal, audit, personnel, oversight, and management functions;
4. Analytical purposes which includes creating de-identified PPI; understanding trends in homelessness; and assessing the CoC's strategies and plans for eliminating homelessness;
5. All uses and disclosures as required by law;
6. To avert a serious health or safety threat to the individual or others;
7. Uses and disclosures for academic research purposes; and
8. Disclosures for law enforcement purposes in response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena.

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Participation Fee

Policy: HIP reserves the right to charge a license fee for the use of ServicePoint.

Procedure: CHOs must consult with the HMIS Lead regarding fees.

1. Unless waived by HIP's Administrator in his or her reasonable discretion based upon the availability of federal or other funding, CHO shall pay County the total cost of license and maintenance fees to support each ServicePoint End User License granted to the CHO. NOTE: The cost for license and maintenance fees are based on the amount contracted between County and Bowman Systems, LLC, subsequently acquired by WellSky Corporation, formerly known as Mediware Information Systems, Inc. ("WellSky License Agreement").
2. Any waiver of the license fee shall only be applicable for the then-current year, and HIP may impose the license fee for any subsequent year.

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Security and Access

Policy: HMIS Security and Access provisions will apply to all systems where Personal Protected Information (PPI) is stored. Systems include HMIS Lead and CHO networks, desktops, laptops, mini-computers, mainframes, and servers.

Note: Various important aspects of ServicePoint are the contracted responsibility of WellSky and are therefore not covered in the HMIS Policies and Procedures Manual. These involve data protection procedures that take place at the site of the central server include data backup, disaster recovery, data encryption, physical storage security, location authentication, etc.

Procedures:

1. **End User Account and Password Access:** The HMIS Project Supervisor will provide an End User Account username and initial password to each authorized End User. Temporary/default passwords will be changed on first use. End User Accounts are assigned on a per-person basis, rather than to a particular position or role. End User Accounts are not to be exchanged, shared, or transferred between personnel at any time. Sharing of End User Accounts is a breach of these Policies and Procedures and a violation of the CHO End User License Agreement. Under no circumstances shall the HMIS Lead and/or the CHO demand that an End User disclose his or her password. CHOs shall inform the HMIS Project Supervisor of any changes in personnel that require disabling of an End User's account or other requests to revoke or transfer accounts.
2. **Passwords:** Temporary/default passwords will be changed on first use. End User Account passwords must be changed every 45 days and the system will automatically prompt each End User to change his or her password. Passwords should never be written on any item left in their office, desk, or other workspace, and passwords should never be in view of any other person. End Users must not be able to log onto more than one workstation or location at a time. Passwords must meet reasonable industry standards. By following the guidelines below, End Users will meet HUD and ServicePoint security standards:
 - I. Passwords must be 8 to 16 characters in length;
 - II. Passwords must contain at least one number and one letter;
 - III. Passwords cannot use or include: the username; the HMIS name; the HMIS vendor's name (ServicePoint, Bowman, WellSky, etc.); and/or consist entirely of any word found in the common dictionary or any of the above spelled backwards; and
 - IV. Never let your computer and/or internet browser store a login or password.
3. **End User Inactivity:** End Users who have not logged into the system in the previous 45 days will be flagged as inactive. Inactive End Users may have their HMIS accounts locked or removed to maintain the security, confidentiality, and integrity of the system. CHO HMIS Security Officer is responsible for reporting inactive HMIS End User accounts to the HMIS Project Supervisor within three (3) business days of the account becoming inactive. End User accounts that are not active for ninety (90) days will be deactivated by the HMIS

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Lead and the CHO Security Officer is responsible for contacting the HMIS Lead to provide an update on the status of the account and or providing confirmation that the account is no longer needed. Account inactivity in excess of 150 days will result in the account being deactivated and forfeiture of the license(s). NOTE: The HMIS Lead will inquire with the CHO HMIS Security Officer about inactive End User accounts prior to any decision to disable account(s).

4. **Connectivity and Computer Systems:** CHOs will connect to HMIS independently via the internet and are responsible for providing their own internet connectivity and computer systems.
5. **Remote System Access:** CHO HMIS End Users and/or Security Officers must abide by the following Policies and Procedures and ensure the security and confidentiality of Client data regardless of the computer used to log in to the system:
 - I. Remote laptops and desktops must meet the same security requirements as those of office HMIS workstations;
 - II. Remote access to ServicePoint should be limited to only those situations when it is imperative that the End Users access the system outside of the normal office setting; and
 - III. All HMIS End Users are prohibited from using a computer and/or workstation that is available to the public. In addition, accessing ServicePoint from a public location through an internet connect that is not secured is prohibited. Examples of non-secure internet connection are internet cafes, libraries, and airport Wi-Fi, etc.
6. **Workstation Security:** At a minimum, the primary workstation used by each End User to log in to HMIS should be configured to meet the following best practices:
 - I. Password-protected log on for the workstation itself;
 - II. Password-protected (a.k.a. locked) screensaver after five (5) minutes or more of inactivity;
 - III. Operating system updated with manufacturer's latest patches at least weekly;
 - IV. Workstations in public areas must be secured when they are not in use and End User is not present; and
 - V. End User must log off HMIS when leaving the workstation.
7. **Anti-Virus Protection Software and Firewalls:** At a minimum, commercial anti-virus protection software must be maintained to protect the HMIS and virus definitions must be updated regularly. In addition, all workstations must be protected by a workstation firewall or server firewall.
8. **Local Electronic Data Storage, Transfer, and Disposal:** CHO HMIS End Users and/or Security Officers are responsible for maintaining the security and confidentiality of any Client -level data extracted from the database and stored locally, including all data used in internal reporting. At a minimum, the following best practices must be followed for all HMIS data:
 - I. All data downloaded on to a data storage medium must be maintained and stored in a secure location;

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- II. Data storage medium must be password protected;
 - III. Data downloaded onto a data storage medium must be disposed of by reformatting as opposed to being erased or deleted;
 - IV. Data storage medium must be reformatted a second time before the medium is reused or disposed of;
 - V. Data downloaded for purposes of statistical analysis must exclude PPI whenever possible; and
 - VI. PPI data is not to be electronically transmitted unless it is properly protected.
9. **Hard Copy Security:** Any printed version containing PPI that is generated for or by ServicePoint will be secured and should not be left unattended.
10. **Security Violations:** End Users found to be in violation of security and access protocols will be sanctioned accordingly.
- I. All End Users must report potential violations of any security protocols and/or noncompliance within 24 hours of discovering the incident to their CHO's Security Officer
 - II. The CHO's Security Officer must report the potential violation to the HMIS Lead within 8 hours of discovering an incident has occurred.
 - III. The CHO's Security Officer and/or the HMIS Lead will investigate potential violations
 - IV. In the event that the HMIS Lead is aware that an End User is using (or has used) Broward County's HMIS for any purposes outside of the approved use and disclosure, the HMIS Lead will immediately terminate the End User's access to HMIS. The participating agency will decide if any further disciplinary action is required.

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Privacy

Policy: Broward County CoC, HMIS Lead, and CHOs will strive to ensure and safeguard the confidentiality of all Client data. This ensures fair information practices pertaining to openness; accountability; data collection limitations; purpose and use limitations; access and correction of data collected; and data quality. CHO privacy and Client confidentiality practices must comply with all applicable Federal, State, and local laws. Applicable standards include, but are not limited, to the following:

1. [Federal Register vol. 69, No. 146](#) (HMIS FR 4848-N-02) – Federal statute governing HMIS information.
2. [The Health Insurance Portability and Accountability Act of 1996](#), as amended (HIPAA).
3. [42 CFR Part 2](#) – Federal statute governing drug and alcohol treatment.

The HUD Data and Technical Standards Notice requires that each CHO's privacy notice, at a minimum, should address the following:

1. All potential uses and disclosure of Client s PPI;
2. Purpose for collecting the information;
3. The time period for which a Client 's PPI will be retained;
4. The method for disposing of Client 's PPI that is not in current use or seven (7) years after it was created or last changed;
5. The process and applicability of amendments, and documenting all privacy notice amendments and/or revisions;
6. Provide reasonable accommodation for persons with disabilities and/or language barriers throughout the data collection process;
7. PPI will be used and disclosed only as specified in the privacy notice, and only for the purposes specified therein;
8. All Client s have the right to inspect and obtain a copy of their Client record; and
9. Specify a grievance policy/procedure for accepting and considering questions or complaints about the privacy and security policies and practices.

Procedures: It is each CHO's responsibility to develop its own privacy policy and clearly indicate all of the above standards and how they are monitored. This privacy policy must be reviewed and approved annually by the HMIS Lead. It is important to note that HIPAA statutes are more restrictive than HMIS FR 4848-N-02 standards and in cases where both apply, HIPAA overrides the HMIS FR 4848-N-02 standards. If a CHO has a confidentiality policy designed around the HIPAA standards, then that policy can be modified to include HMIS data collection, or can be amended to create one set of standards for Client s covered under HIPAA, and a second set of standards for those covered under HMIS FR 4848-N-02.

1. Each CHO must publish a privacy policy that incorporates the contents of the HUD Data and Technical Standards Notice. Each CHO is required to publish the privacy policy and provide a copy of the privacy policy to any Client upon request;

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2. If a CHO maintains a public web page, then the CHO must post its current privacy notice on its web page; and
3. A written notice of the assumed functions of the HMIS will be posted at all locations where PPI is collected. This sign will be explained in cases where the Client is unable to read and/or understand it. A sample sign ([Appendix C](#)) is available for CHOs to use.
4. The Privacy Policy must be reviewed and approved annually (within the first 30 days of a renewal or new agreement) by the HMIS Lead.

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Client Confidentiality

Policy:

CHOs must obtain informed, signed consent prior to entering any Client PPI in the HMIS. Services will not be denied if Client chooses not to include PPI. A Client acknowledgment for electronic data collection in HMIS that all CHOs must use is available in ([Appendix B](#)).

Procedure:

1. Collection and Notification:

All Client information will be collected only by fair and lawful means with the knowledge and consent of the Client. CHOs will collect and retain signed acknowledgment forms (ROI) and upload them into HMIS before any Client data can be shared.

- I. Executed Client acknowledgment forms are only valid for a period of three (3) years.
- II. CHO staff will thoroughly explain the acknowledgment form to each Client.
- III. CHOs must store signed Client acknowledgement for auditing purposes.
- IV. Any agency whose primary mission is not to provide services to victims of domestic violence, dating violence, or stalking that is serving a victim of domestic violence, dating violence, sexual assault, or stalking must explain the potential safety risks for victims and the Client 's specific options to protect his/her data, such as designating his/her record as hidden/closed to other agencies.
- V. If Client acknowledgment is not obtained, the CHO will not be permitted to share that Client record with other agencies in the HMIS. Client data must still be entered into ServicePoint, but only that CHO has the authority to view or edit the Client (s) data. Client s who choose not to authorize sharing of information cannot be denied services for which they would be otherwise eligible.
- VI. Client s may, at any time, revoke their consent for release of information. In such cases, the CHO remains responsible to ensure that Client 's PPI is unavailable to all other CHOs.

Exception(s): In instances where a Client gives verbal acknowledgment via the Homeless Helpline, CHO staff will complete the form accordingly. Homeless Helpline staff will not be required to obtain written consent to share primary and general Client information that is collected via telephonic or electronic means. In this case, Client s will be read the call center's verbal intake consent to release information. Callers who do not want their information shared in HMIS will have their records closed and/or may be limited in their ability to obtain an agency referral. The Helpline will document in a note that they have read the Client the agreement and the Client 's disposition on whether to agree or not to agree.

Client Record Access and Data Correction: All CHOs must have written policies that address provisions for Client (s) to have access to their records and correction to their records. Any Client will have access to view, or keep a printed copy of, his or her own records contained in the Broward County HMIS. The Client will also have access to a logged audit trail of changes to those

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records. The following provisions will be maintained for the access to and correction of Client records:

- I. Client (s) must be allowed to review their records within three (3) business days of a request;
- II. Each request must be documented by the CHO in a note in HMIS;
- III. A CHO staff member must be available to explain any entries the Client does not understand during the review process;
- IV. A Client may request to have their record corrected so that information is up-to-date and accurate;
- V. If the correction request is valid then the End User will make a corrective entry and place a note regarding the change in HMIS;
- VI. Client (s) may be denied access to their information for any of the following reasons:
 - a. The request is made in reasonable anticipation of litigation or comparable proceedings;
 - b. Information about another individual other than the CHO staff would be disclosed;
 - c. The information was obtained under a promise of confidentiality (other than a promise from CHO staff) if disclosure would reveal the source of the information;
 - d. The disclosure of information would be reasonably likely to endanger the life or physical safety of any individual; or
 - e. Client (s) may be denied access to their records in the case of repeated or harassing requests for access or correction. However, if a Client 's request for access or correction is denied, the CHO must explain the reason for the denial to the Client and must include documentation of the request and reason for the denial as part of the Client (s) record in HMIS.

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Client Grievances

Policy: All CHOs are responsible for setting up an internal grievance policy and procedure to handle Client complaints related to HMIS. Client s have a right to file a grievance with the CHO and may be initiated by Client (s) if they feel:

1. That their confidentiality rights have been violated;
2. If access has been denied to their personal records;
3. If they have been put at personal risk or harmed; or
4. If they believe some other right has been violated.

Procedure:

1. CHOs will provide to the Client a copy of the Broward County HMIS Policies and Procedures Manual upon request and respond to the Client 's issues.
2. CHOs will send written notice to the HMIS Project Supervisor of any HMIS-related Client grievance within 48 hours of receiving the grievance.
3. The HMIS Project Supervisor will record all grievances and will report these complaints to the CoC Lead for review in HMIS under the Call Point Module.

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Data Requirements

Policy: All CHOs must meet all data standards. CHO End Users and Agency Administrators will be responsible for the quality of their data entry. Data quality refers to the timeliness, completeness, and accuracy of information collected and reported in the HMIS.

Procedure:

1. HUD Universal Data Element: A CHO is responsible for ensuring that a minimum set of data elements, referred to as the HUD Universal Data Elements (UDEs) as defined by the most current HUD HMIS Data Standard Manual will be collected from all Client s and entered into ServicePoint. The most current version is available at: <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>

2. Program-Specific Data Elements: CHOs are also responsible for ensuring that the Program-Specific Data Elements (PDE), as defined by the most current HUD HMIS Data Standard Manual will be collected and entered into ServicePoint for all Client s that are served by their applicable projects. The most current versions are available at:

Manual Name and Link	Intended Audience	Contents
2020 HMIS Data Standards Dictionary	HMIS Vendors & HMIS Lead Agencies	The dictionary provides the detailed information required for system programming on all HMIS elements and responses required to be included in HMIS software. It delineates data collection requirements, system logic, and contains the XML and CSV tables and numbers. The dictionary also includes critical information about data collection stages, federal partner data collection required elements, project descriptor data elements, and metadata data elements
2020 HMIS Data Standards Manual	HMIS Lead Agencies & HMIS Users	The manual provides a review of all Universal Data Elements, Project Descriptor Data Elements, and Common Program Specific Data Elements. It contains information on data collection requirements, instructions for data collection,

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		and descriptions that the HMIS User will find as a reference.
Data Mapping Instructions	HMIS Vendors & HMIS Lead Agencies	This document is provided to vendors each time the Data Standards are updated to provide instruction on mapping retired elements and responses to new elements and responses, as required
2020 HMIS CSV and XML Schemas	HMIS Vendors	These documents outline requirements for a standard export of HMIS data. The Runaway Homeless Youth (RHY) and Supportive Services for Veteran Families (SSVF) programs require regular submission of the current HMIS CSV.
Program Specific HMIS Data Manuals	HMIS Lead Agencies and HMIS Users	The Program Specific Manuals provide guidance and support for data collection and reporting efforts
Zip Code to Geography Type Crosswalk	HMIS Vendors	Lookup table for geography types based on zip codes required for PDDE 2.8 Additional Project Information

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3. Data Elements for De-duplication: The primary way of avoiding duplication of Client records is the responsibility of End Users at their respective CHOs. This is achieved by an End User mediated search of Client data prior to creating a new Client record. The following elements will be used to query for unduplicated Client records:
- I. Name (first, middle, last, suffix), aliases or nicknames should be avoided;
 - II. Social Security Number;
 - III. Date of Birth;
 - IV. Gender; and
 - V. Race and Ethnicity.

Based on the results, the End User will be asked to select a matching record if identifying elements match correctly. If the End User is unsure of a match, due to differential or missing data elements, then the End User should query the Client for more information and continue evaluating possible matches or create a new Client record.

If a duplicate entry is found, notify the HMIS Lead via email at HMIS-ProjectMGMT@broward.org within 8 hours so that the Client records can be merged.

4. Data Quality Standards: All data entered in ServicePoint must meet data quality standards based on HUD Data and Technical Standards and CoC data requirements.
- I. Data entered into ServicePoint will be entered in an accurate and timely manner;
 - II. Per current HUD data standards, blank entries in required UDEs and Program Specific Elements will not exceed 3% per month excluding Client destination;
 - III. Data entry, including program Entry and Exit, must be completed within three (3) calendar days of data collection; and
 - IV. Data entered shall be collected and entered in a common and consistent manner across all programs.
 - V. Annual assessments will be conducted 30 calendar days prior to the anniversary of the program Entry date.
5. Data Reports: To ensure data quality for HUD reporting, CHOs are required to submit the following reports to the HMIS Lead each month:
- I. 0260 Data Quality Report Card with explanation of errors and plan to correct. The HMIS lead will review and approve or deny the plan;
 - II. Dashboard HUD CoC Annual Performance Report (APR);
 - III. All other data report(s) mandated by their HUD and/or County contracts;
 - IV. Notify the HMIS Lead of findings and timelines for correction;
 - V. Rerun reports to confirm data correction and submit to HMIS Lead for approval;
 - VI. The HMIS Lead will perform regular data integrity checks on the HMIS data based on each program at a CHO level; and

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- VII. Patterns of error will be reported to the CHO Agency Administrator and End Users will be required to correct data entry techniques and will be monitored for compliance.
6. HMIS Program Entry and Exit: End Users must record the Program Entry Date and Program Exit Date of Client (s) into HMIS no later than three (3) calendar days of program enrollment and program exit. For Street Outreach and Night-by-Night projects, any Client that has not had contact within 90 days will be closed with an exit date that matches the last date of contact.
 7. Data Element Customization: Data element customization will be considered as special projects. HMIS data customization requests will be approved only by the HMIS Lead.
7. Data Collection Guidance by Project Type
- I. Street Outreach (SO)
 - a. Contacts: Most street outreach projects are expected to record every contact made with each Client in the HMIS. A contact is defined as an interaction between a worker and a Client designed to engage the Client. Contacts include activities such as a conversation between the street outreach worker and the Client about the Client 's well-being or needs, an office visit to discuss their housing plan, or a referral to another community service. A *Contact* (4.12) must be recorded anytime a Client is met, including when a *Date of Engagement* (4.13) or *Project Start Date* (3.10) is recorded on the same day.
 - b. Engagements: Most street outreach projects are expected to record the *Date of Engagement* (4.13) with each Client in the HMIS. Per the HMIS Data Standards and by agreement across all federal partners, an engagement date is the date on which an interactive Client relationship results in a deliberate Client assessment or beginning of a case plan. The *Date of Engagement* should be entered into HMIS at the point that the Client has been engaged by the outreach worker. This date may be on or after the *Project Start Date* (3.10) and must be prior to the *Project Exit Date* (3.11). If the Client exits without becoming engaged, the *Date of Engagement* should be left blank. If the Client was contacted on the date of engagement, a *Contact* (4.12) must also be entered for that date.
 - c. Data Quality: Reporting on data quality for street outreach projects is limited to Client s with a *Date of Engagement* (4.13). Therefore, it is important that outreach workers record the *Date of Engagement* and also review all Universal Data Elements and applicable Program Specific Data Elements for completeness and accuracy. The *Date of Engagement* coincides with the requirement for HMIS data quality; therefore all Universal Data Elements should be entered into HMIS on or before the *Date of Engagement*.
 - d. Project Exit: Project exit represents the end of a Client 's participation with a project. The exit date should coincide with the date that the Client is no longer

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considered to be participating in the project. This standard should be applied consistently across all Street Outreach projects. Reasons to exit a Client include:

- i. The Client has entered another project type (e.g., TH, PSH) or otherwise found housing
- ii. The Client is engaged with another outreach worker or project
- iii. The Client is deceased
- iv. The outreach worker has been unable to locate the Client for an extended period of time (e.g., 90 days from last contact) and there are no recorded contacts

2. Night-by-Night Emergency Shelters

- I. Night-by-night (NBN) shelters should be set up to collect all data required for Emergency Shelters. However, HUD understands that often NBN shelters are not able to collect exit data. Persons who leave/disappear without completing an exit interview are to be recorded with *Destination* (3.12) of 'No Exit Interview Completed.'
- II. Contacts: NBN shelters must record *Contacts* (4.12) they have with each person served. A contact is defined as an interaction between a worker and a Client designed to engage the Client. Contacts may include activities such as a conversation between the shelter worker and the Client about the Client's well-being or needs, an office visit to discuss their housing plan, or a referral to another community service. A *Contact* must be recorded anytime a Client is met, including when a *Date of Engagement* (4.13) or *Project Start Date* (3.10) is recorded on the same day.
- III. Engagements: NBN shelters are required to record a Client's *Date of Engagement* (4.13). Per the HMIS Data Standards and by agreement across all federal partners, an engagement date is the date when an interactive Client relationship results in a deliberate Client assessment or beginning of a case plan. The *Date of Engagement* should be entered into HMIS at the point when the Client has been engaged by the shelter worker. This date may be on or after the project entry date and must be on or prior to project exit. If the Client exits without becoming engaged, the *Date of Engagement* should be left blank. If the Client was contacted on the date of engagement, a contact must also be entered for that date.

3. Day Shelter

Follow the requirements for Entry/Exit Shelters when collecting data for Day Shelters.

4. Permanent Housing: PSH and RRH, TH

- I. With the changes to the HMIS Data Standards, all types of Permanent Housing projects are now able to collect data on assistance provided to the Client prior to the Client entering housing.

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- II. For these project types, the *Project Start Date* (3.10) is the date following housing application that the Client was admitted into the project. To be admitted indicates that the following factors have been met:
 - a. Information provided by the Client or from the referral indicates that the Client meets the criteria for admission;
 - b. The Client has indicated that he/she wants to be housed in this project; and
 - c. The Client is able to access services and housing through the project. The expectation is that the project has a housing opening (on-site, site-based, or scattered-site subsidy) or expects to have one in a reasonably short amount of time.
- III. At project start, record the Universal Data Elements and any other information required at the project start.
- IV. For all Permanent Housing projects, the Project start date is the date that the Client was admitted into the project. To be admitted indicates the following factors have been met: 1) Information provided by the Client or from the referral indicates they meet the criteria for admission; 2) The Client has indicated they want to be housed in this project; 3) The Client is able to access services and housing through the project. The expectation is the project has a housing opening (on-site, site-based, or scattered-site subsidy) or expects to have one in a reasonably short amount of time.
- V. When the Client or household moves into any type of permanent housing, regardless of funding source or whether the project is providing the rental assistance, enter the date in *Housing Move-In Date* (3.20).

Participating agencies need to ensure that the referral date, referral acceptance date, intake date, and then move-in date are completed and up to date within 3 calendar days of the action happening.

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Data Corrections and/or Inconsistencies

Policy: Corrections and/or updates to Client information is limited to the CHO that entered the data. However, the HMIS Lead Agency will make corrections should the CHO that entered the data is no longer active or there are other circumstances that arise which necessitates the HMIS Lead to correct or enter data. The changes must be noted in the Client record in HMIS.

Procedure: No agency shall change or modify Client data of another agency. When duplicate information or erroneous data is found, the Agencies involved will notify the HMIS Project Supervisor via an e-mail to HMIS-ProjectMgmt@broward.org so Client data can be corrected. Data can be corrected only by the most current agency or by the HMIS Project Supervisor.

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HMIS Policies and Procedures Manual

Technical Support

Policy: The HMIS Lead will provide a reasonable level of support to CHOs via telephone, email, and/or remote troubleshooting.

Procedure:

1. HMIS users should first seek technical support from their Agency Administrator.
2. If additional expertise is required to troubleshoot the issue, then the Agency Administrator should submit a request to the following email address:
HMIS-ProjectMgmt@broward.org.
3. Agency Administrators and/or End Users must provide all information, screenshots, reports, etc. so that the HMIS Lead staff can recreate the problem, if required.
4. The HMIS Lead will respond to all email inquiries within five (5) business days, but support load and/or other events may affect response time.
5. Technical support hours are Monday through Friday (excluding holidays) from 8:30 AM to 5:00 PM.
6. If the issue cannot be resolved by the HMIS Lead, a Case (helpdesk ticket) with the software vendor will be submitted.
7. The HMIS Lead staff are the only authorized personnel that can communicate and issue a trouble ticket with the software vendor.

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Training

Policy: End User must complete all new user training prior to gaining access to ServicePoint. Upon processing a new hire, participating agencies will register the employee in [Event Brite](#) for the next available training.

Procedure:

1. The HMIS Lead will coordinate adequate and timely HMIS and Privacy & Security training for all End Users.
2. All End Users must be trained by the HMIS Lead and/or Bowman Systems and sign an End User Agreement prior to receiving a login to the HMIS.
3. The HMIS Lead will establish a website to post training aids, reference material, and other support.
4. The HMIS Data Committee will assist in the development and distribution of End User aids, reference material, and other supports, including “train the trainer” curricula.

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Communication

Policy: The HMIS Lead is responsible for communicating any system-related and contractual information to CHOs in a timely manner. CHOs are responsible for communicating needs and questions regarding ServicePoint to the HMIS Lead in a timely manner.

Procedure:

1. General communications from the HMIS Lead Project Supervisor will be directed toward a CHO's HMIS Security Officer and/or Agency Administrator.
2. Agency Administrators are responsible for distributing information and ensuring that their agency End Users are informed of appropriate HMIS related communications.
3. Specific communications will be addressed to the person or people involved.
4. The HMIS Lead will be available via email.

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HMIS Policies and Procedures Manual

System Availability

Policy: The Broward County CoC will provide a highly reliable database environment and will inform HMIS Security Officers/Agency Administrators and End Users in advance of any planned interruption in service.

Procedure:

1. If the database server is unavailable due to disaster or routine maintenance, the HMIS Lead will inform Security Officers/Agency Administrators and End Users of the cause and duration of the interruption in service.
2. The HMIS Lead will send email communications to the Security Officers and/or Agency Administrators within two (2) hours of being aware of any problem.
3. The HMIS Lead Project Supervisor will log all maintenance and downtime on the maintenance spreadsheet for purposes of system evaluation.

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Monitoring and Sanctions

Policy: Monitoring - The HMIS Lead will conduct at least annual site visits and remote monitoring to ensure compliance with the HMIS policies and procedures. Monitoring will be done in collaboration with the County Contract Grants Administrators.

Procedure: The HMIS Lead will conduct annual site visits to monitor compliance with the HMIS policies and procedures. Monitoring includes, but is not limited to:

1. HMIS CHO End User License Agreement;
2. HMIS Notice of Privacy Practices and Privacy Policies;
3. HMIS Agency Partnership Agreement(s), if applicable;
4. Agency Data Sharing Agreement(s), if applicable; and
5. HMIS Security Protocols

Participating agencies that demonstrate a need for stronger internal data controls may be placed on a Corrective Action Plan and monitored to improve their standards and quality.

Policy: Sanctions - The HMIS lead will investigate all potential violations of any HMIS Security and Privacy protocols.

Procedure: Any End User found to be in violation of the security and privacy protocols will be sanctioned. Sanctions include, but are not limited to:

1. A formal letter of reprimand;
2. Suspension of ServicePoint privileges;
3. Revocation of system privileges;
4. Placed on a Corrective Action Plan and monitored; and
5. A CHO may also be suspended or have its ServicePoint license(s) revoked if serious or repeat violation(s) of the HMIS Policies and Procedures occur by its End User(s).

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CHO Termination

Policy: CHO End User License Agreement may be terminated by the County for cause based on any breach by the CHO that is not cured (corrected) within ten (10) days after written notice identifying the breach. It may also be terminated for convenience by either party upon providing written notice to the other party of the termination date, which shall be not less than forty-five (45) days after the date such written notice is provided. The County Administrator may exercise this option on behalf of the County.

Procedure: In the event that the relationship between the CoC and the CHO is terminated, the CHO will no longer have access to HMIS. The HMIS Lead will make reasonable accommodation to assist the CHO to export the CHO's data into a format that is usable in the CHO's alternative database. Any cost associated with exporting the data will be the sole responsibility of the CHO.

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Terms and Definitions

Agency Administrator: The person responsible for system administration at the agency level. Responsibilities include: 1) informing the HMIS Lead of the need to create and disable End Users, 2) performing basic ServicePoint troubleshooting, and 3) escalating issues to the HMIS Lead.

Annual Performance Report (APR): A report that tracks program progress and accomplishments in HUD's competitive homeless assistance programs. The APR provides the grantee and HUD with information necessary to assess each grantee's performance.

Anti-Virus Protection Software: Software programs that detect and remove computer viruses. The anti-virus protection software should always include a regular update service/software allowing it to keep up with the latest viruses as they are released.

CHO Administrator:

Client : A living individual about whom a Contributory HMIS Organization aka Covered Homeless Organization (CHO) collects or maintains protected personal information: (1) because the individual is receiving, has received, may receive, or has inquired about assistance from a CHO; or (2) in order to identify needs, or to plan or develop appropriate assistance within the Continuum of Care (CoC).

Continuum of Care (CoC): The primary decision-making entity defined in the funding application to HUD as the official body representing a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency.

CoC Program: A program identified by the CoC as part of its service system, whose primary purpose is to meet the specific needs of people who are experiencing a housing crisis.

Contributory HMIS Organization aka Covered Homeless Organization (CHO): An organization that operates a contributory homeless assistance program, homelessness prevention program, or contributory non-homeless assistance program.

Data Quality: The accuracy and completeness of all information collected and reported to the HMIS.

End User: An employee, volunteer, affiliate, associate, and any other individual acting on behalf of a CHO or HMIS Lead Agency who uses or enters data in the HMIS or another administrative database from which data are periodically uploaded to the HMIS.

Firewall: A method of controlling access to a private network to provide security of data.

Homeless Management Information System (HMIS): The information system designated by a CoC to process Protected Personal Information (PPI) and other data in order to create an unduplicated accounting of homelessness within the CoC. An HMIS may provide other functions beyond unduplicated accounting.

Housing Move-In Date: Housing move-in must be completed for all Clients who have moved into housing. Move-in means a lease arrangement has been made, the Client has a key or entry ability to the unit, and the Client has physically slept in the unit. Beginning October 1, 2017, projects

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must discontinue the pre-entry method of housing and use the project start date and housing move-in date together instead.

HUD strongly recommends HMIS administrators and PH projects monitor data entry accuracy and use of the housing move-in date. Housing move-in timeliness and accuracy will impact project and system performance outcomes for the point-in-time information for the Housing Inventory Chart, project Annual Performance Reports (APR), System Performance Measures, and other federally mandated reports that collect project outcomes.

Client s without a housing move-in date are still considered and should be counted as homeless (living on the streets, in-shelter, etc.).

HMIS Lead: An organization designated by a CoC to operate the CoC's HMIS on its behalf.

HEARTH Act: HUD's McKinney-Vento homeless assistance programs were last reauthorized in the Housing and Community Development Act of 1992. Since then, numerous proposals have been debated, but controversies prevented Congress from passing any significant reauthorizations. However, a number of changes were made to the McKinney-Vento programs by HUD and by Congress through the annual appropriations process. The most significant change by HUD was the creation of the Continuum of Care process, which was first implemented in 1995.

McKinney-Vento Act: The McKinney-Vento Homeless Assistance Act was signed into law by President Ronald Reagan on July 22, 1987. The McKinney-Vento Act funds numerous programs providing a range of services to homeless people.

Notice of Funding Availability (NOFA): Establishes the funding criteria for the CoC Programs.

Program Data Elements (PDE): Program specific elements provided about the characteristics of Clients, the services that are provided, and Client s' outcomes. These data elements must be collected from all Client s served by programs that are required to report this information to HUD.

Project Exit Date: Project exit represents the end of a Client 's participation with a project. The project exit date should coincide with the date that the Client is no longer considered to be participating in the project. This standard should be applied consistently across all Street Outreach projects. Reasons to exit a Client include any of the following:

- The Client has entered another project type (e.g., TH, PSH) or otherwise found housing;
- The Client is engaged with another outreach worker or project;
- The Client is deceased; or
- The outreach worker has been unable to locate the Client for an extended period of time and there are no recorded contacts.

If this situation arises, and the Client is to be exited from the project due to a lack of regular contact the project exit (3.12) should be listed as "No Exit Interview Completed."

The possibility that the Client may not be seen again is not a reason to exit a Client from a project, and project exit should only be recorded once project participation has ended, or after the locally-determined period of time has passed without a contact with the Client .

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Project Start Date replaces Project Entry Date: A new definition of the point of entry for some PH projects. HMIS administrators should provide end users in the affected PH project types with additional information on when each project type is expected to enter a Project Start Date. The following rules apply to Project Start Date for non-PH projects:

- Street Outreach projects – Date of first contact with the Client.
- Emergency Shelters – Night the Client first stayed in the shelter for the consecutive shelter period from entry to exit. Night-by-night shelters, which use a bed-night tracking method, will have a project start date for the night the Client first stayed and will allow Clients to re-enter as necessary without “exiting and restarting” for each stay for a specified period.
- Safe Havens and Transitional Housing – Date the Client moves into the residential project (i.e. first night in residence).
- All Permanent Housing project types, including Rapid Re-Housing – Date that the Client was admitted into the project. See the Special Data Collection Instructions for Rapid Re-Housing and Permanent Supportive Housing for additional information on Project Start Date for PH projects.
- All other types of service projects (including but not limited to: services only, day shelter, homelessness prevention, coordinated assessment, health care) - Date the Client first began working with the project and generally received the first provision of service.

Protected Personal Information (PPI): Information about a Client : (1) whose identity is apparent from the information or can reasonably be ascertained from the information; or (2) whose identity can, taking into account any methods reasonably likely to be used, be learned by linking the information with other available information or by otherwise manipulating the information.

Point-in-Time (PIT): A snapshot of the homeless population on a given day. Since 2005, HUD requires all CoC applicants to complete this count annually in the last week of January. This count provides a count of sheltered and unsheltered homeless persons.

ServicePoint: The HMIS software that is currently being used by the Broward County Continuum of Care. It is a web based HMIS that is licensed from WellSky Corporation, formerly known as Mediware Information Systems, Inc.

HMIS Project Supervisor: Role within the HMIS Lead. This position is responsible for the oversight of the HMIS Team and all required deliverables.

Unduplicated Count: The number of people who are homeless within a specified location and time period. An unduplicated count ensures that individuals are counted only once regardless of the number of times they enter or exit the homeless system or the number of programs in which they participated. Congress directed HUD to develop a strategy for data collection on homelessness so that an unduplicated count of the homeless at the local level could be produced.

Universal Data Elements (UDEs): Data required to be collected from all Clients serviced by homeless assistance programs using an HMIS. These data elements include date of birth, gender, race, ethnicity, veteran’s status, and Social Security Number (SSN). These elements are needed

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for CoC's to understand the basic dynamics of homelessness in their community and for HUD to meet the Congressional mandate.

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Appendices

Appendix	Document Title
Appendix A	HMIS CHO End User License Agreement
Appendix B	Broward County CoC Client Acknowledgement for Electronic Data Collection
2	HMIS Privacy Notice
Exhibit A	Participating Agencies and/or Organizations
Exhibit B	HMIS End User Agreement
	HMIS Data Sharing Policy and Release of Information (ROI)



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CHO END USER LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND ENTER LEGAL NAME FOR ITS HOMELESS INITIATIVE PARTNERSHIP SECTION AND COVERED HOMELESS ORGANIZATION

This CHO End User License Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), on behalf of its Homeless Initiative Partnership Section ("HIP") and enter legal name and d/b/a name as applicable, Choose an item from drop down list that records, uses, or processes protected personal information of homeless Client s in and for Broward County ("CHO").

RECITALS

A. This Agreement addresses the joint responsibilities of HIP and CHO for ongoing Homeless Management Information Systems ("HMIS") activities. As the County's Continuum of Care ("CoC") HMIS Lead Agency, HIP is responsible for administering HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support, and enhancement and upgrading of the software.

B. The U. S. Department of Housing and Urban Development ("HUD") requires all homeless services grantees and sub-grantees to participate in a localized HMIS. The County's CoC HMIS: i) provides a comprehensive system for collecting and disseminating information about persons experiencing homelessness or at risk of homelessness; and ii) is the homeless service system in support of the CoC's goal to prevent, reduce, and ultimately eliminate homelessness. This is accomplished by assisting homeless service providers in generating required reports, as well as streamlining and consolidating the CoC's HMIS data sharing, tracking, and record keeping requirements.

C. On or about May 7, 2013, the County entered into an agreement adopting the Miami-Dade County Professional Services, Software License, Maintenance and Support Agreement, Social Services Information System, with Bowman Systems, LLC, subsequently acquired by WellSky Corporation, formerly known as Mediware Information Systems, Inc., ("WellSky License Agreement"), which permits County to extend to third-party end users certain license rights to use the ServicePoint software (the "Software").

D. County through its HIP and CHO desires to enter into this Agreement to provide for CHO use and access to the HMIS system and Software and to establish the terms of such use and access.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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ARTICLE 1. END USER LICENSE AND RESPONSIBILITIES

1.1 End User License. CHO is allocated a total of [] () ServicePoint™ End User Licenses pursuant to the terms of the WellSky License Agreement to use the Software solely for CHO internal use in accordance with the Terms of Use set forth in Exhibit A of this Agreement. CHO's right to use of the Software is subject to strict compliance with the terms of this Agreement and Exhibit A. Each CHO user of the Software must obtain a unique End User License and execute the User Agreement Form attached as Exhibit B prior to accessing or using the Software. CHO shall not reproduce, publish, or license the Software to others. CHO shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof.

1.2 Consent to License Agreement. By entering into this Agreement, CHO expressly agrees to the terms of the WellSky License Agreement and agrees and affirms that the WellSky License Agreement (including as may be amended from time to time) governs CHO's use of the Software as an End User.

1.3 HMIS Policies and Procedures. CHO shall strictly adhere to all policies and procedures adopted in the HMIS Policies and Procedures Manual, including all modifications and amendments to the HMIS Policies and Procedures Manual as decided upon by the HMIS Data Committee and approved by the CoC. CHO shall ensure that a CHO representative participates in the HMIS Data Committee. CHO shall enforce HIP network policies and procedures through agency level policies and procedures. CHO shall collect and maintain records of all required documentation in accordance with the HMIS Policies and Procedures. HIP may, in its sole discretion as it determines appropriate, audit CHO's use of the HMIS system and user accounts to confirm compliance with this Agreement and the HMIS Policies and Procedures Manual, including that the HMIS system is accessed only from secure computers, that the allocation of user accounts is appropriate to CHO, and that user accounts are utilized only by authorized users.

1.4 Client Confidential Information. CHO shall comply with all applicable federal and state laws regarding protection of Client privacy and protected personal information, including, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"). For any Client regarding whom data is entered into the HMIS system, CHO should obtain an applicable "Client Acknowledgement and Release" in substantially the form attached to the HMIS Policies and Procedures Manual. CHO shall ensure that it maintains a valid Client Acknowledgment and Release for each Client for whom protected health information data is entered by that CHO into the HMIS system. CHO shall further ensure that as to any Client who has not provided a signed and current Client Acknowledgement and Release, no protected health information data shall be entered into the HMIS system as to that Client by CHO.

1.5 Compliance. CHO shall abide by all federal and state laws and regulations and with

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all HMIS Policies and Procedures in using the Software and relating to the collection, storage, retrieval, and dissemination of Client information, including without limitation the HUD HMIS Standards. HUD HMIS Data Standards will supersede should a conflict arise between the HMIS Policies and Procedures and HUD HMIS Data Standards. CHO shall abide by all HMIS sharing restrictions as defined by the Client. In accordance with the HMIS Policies and Procedures Manual and other applicable regulations, CHO shall not deny services to any Client solely because the Client declines to give authorization for their information to be shared with other CHOs or entered into the integrated HMIS database.

1.6 Necessary Equipment. CHO shall be solely responsible for obtaining, licensing, maintaining, and ensuring the sufficiency and compatibility of any hardware, equipment, or third-party software, and all associated fees and costs, required to operate the Software.

ARTICLE 2. COUNTY RESPONSIBILITIES

2.1 Program Coordination. In consultation with the HMIS Data Committee, HIP will use good faith efforts to define the program, implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures to validate its effectiveness. HIP is the sole liaison with the software vendor, and CHO shall direct any questions concerning the Software only to the CoC HMIS Project Manager.

2.2 Network Operations. HIP will use good faith efforts to develop, implement, and maintain all components of operations of the web-based system including the data security program (with the assistance of County's Enterprise Technology Services (ETS) if requested), including providing reasonable training and technical support to CHO and taking reasonable precautions to prevent any destructive or malicious program (virus) from being introduced to the system and promptly remedy any infection that may occur. HIP will notify CHOs of system failures, errors, or problems within a timely manner.

2.3 Security. HIP will use good faith efforts to provide appropriate safeguards to maintain the integrity and confidentiality of system data, including Client -identifying information, including maintaining central and backup server operations and regular backups, security procedures including monitoring access to HMIS systems to the extent appropriate to reveal a violation of information security protocols, maintaining and auditing logs of all changes made to the information contained within the database, and encrypting any Client -identifiable information stored on the HMIS system. HIP will be solely responsible for issuing user IDs and passwords for HMIS users, and user IDs and passwords shall only be issued to end users who have executed the CHO User Access Agreement form attached hereto as Exhibit B. HIP may deny access to HMIS for the purpose of investigating any suspicion of breached confidentiality. HIP will not release data to any person, agency, or organization that is not a CHO without the Client's prior written authorization and in accordance with the HMIS Policies and Procedures Manual for the release of data.

2.4 Training. HIP will provide and maintain ongoing training for new CHO users of the

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HMIS Software on a regular basis as determined by HIP.

2.5 Warranties. County, including HIP, makes no warranties, express or implied, as to the operation, functionality, availability, or otherwise as to the HMIS data or the HMIS system.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. This Agreement is effective on the date it is fully executed by the parties (the "Effective Date"). The initial term of the Agreement shall be one (1) year and may be renewed annually for up to four (4) additional one-year renewal terms upon the written agreement of the parties. The Contract Administrator is authorized to exercise this renewal option on behalf of the County.

3.2 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

3.3 Termination for Cause. This Agreement may be terminated by County for cause based on any breach by CHO that is not cured within ten (10) days after written notice identifying the breach.

3.4 Termination for Convenience. This Agreement may also be terminated for convenience by either party upon providing written notice to the other party of the termination date, which shall be not less than forty-five (45) days after the date such written notice is provided. The County Administrator may exercise this option on behalf of County.

ARTICLE 4. COMPENSATION

4.1 License Fee. Unless waived by HIP's Administrator in his or her reasonable discretion based upon the availability of federal or other funding, CHO shall pay County the total amount of One Hundred Twenty-five Dollars (\$125.00) per ServicePoint End User License per year for the number of End User Licenses granted to CHO under this Agreement. Any waiver of the license fee shall only be applicable for the then-current year, and HIP may impose the license fee for any subsequent year in accordance with this Article.

4.2 Invoices. County shall invoice CHO for any applicable charges on an annual basis commencing upon the Effective Date of this Agreement and thereafter on the anniversary of the Effective Date. Invoices must be paid timely in full by the CHO within thirty (30) days of the date of the invoice. Without limiting any other remedies available, failure of CHO to timely pay any invoice may result in the immediate termination of this Agreement or suspension of all license rights of CHO.

4.3 Changes in License Fee. If and to the extent the annual fee for an End User License increases or is otherwise modified in connection with the WellSky License Agreement, the amount due under Section 4.1 shall be adjusted such that CHO shall pay in full the annual

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End User License fee for each End User License under this Agreement as charged to County by Bowman Systems, LLC, subsequently acquired by WellSky Corporation, formerly known as Mediware Information Systems, Inc., (“WellSky”).

ARTICLE 5. PROPRIETARY RIGHTS AND CONFIDENTIALITY

5.1 County Data Rights. CHO acknowledges and agrees that County owns full right, title and interest in and to all data, including related documentation and reports generated using the data inputted or otherwise furnished by CHO or any entity to County or otherwise maintained in the HMIS system (“HMIS Data”).

- 5.1.1 Subject to any applicable restriction(s) requested by the Client and any applicable laws or regulations, County may use the HMIS Data for any non-commercial purpose, including without limitation purposes relating to research, education, grants or other funding, demographics, or any other County purpose.
- 5.1.2 Except for data that the CHO independently obtains apart from the HMIS system, CHO may use the HMIS Data only for the following purposes:
 - To provide or coordinate services to an individual and/or family;
 - For functions related to payment or reimbursement of services;
 - To carry out administrative functions that include but not limited to legal, audit, personnel, oversight, and management functions;
 - Analytical purposes which includes creating de-identified PPI; understanding trends in homelessness; and assessing the CoC’s strategies and plans for eliminating homelessness;
 - All uses and disclosures as required by law;
 - To avert a serious health or safety threat to the individual or others;
 - Uses and disclosures for academic research purposes; and
 - Disclosures for law enforcement purposes in response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena
- 5.1.3 Notwithstanding the foregoing, for any protected health information that is subject to HIPAA or HITECH, any use of the data by CHO shall comply with all applicable provisions of HIPAA and/or HITECH.
- 5.1.4 CHO will not share any HMIS data with any third party other than as expressly stated in Section 5.1.2 without the prior written informed consent of the applicable Client (s).
- 5.1.5 The parties agree that in the event of termination of this Agreement, County, the HMIS Data Committee, and any third party with rights to use County’s HMIS system shall have the right to use any Client data previously entered by

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CHO in the HMIS system, subject to any applicable restriction(s) requested by the Client and any applicable law(s) or regulation(s).

5.2 Software Ownership. CHO acknowledges that all copies of the Software (in any form) provided are the sole property of WellSky. CHO shall not have any right, title, or interest to any such Software or copies and shall take all reasonable steps to secure and protect all Software and related documentation consistent with maintenance of WellSky's proprietary rights therein.

5.3 Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

5.4 Confidential Information. All Client information, financial information, and personally identifiable information for individuals or entities interacting with County or any CHO (including, without limitation, social security numbers, applicable birth dates, and banking and financial information, and other information deemed exempt or confidential under state or federal law) constitutes "Confidential Information." Confidential Information may not, without the prior written consent of County or as otherwise required by law, be used by CHO or its employees, agents, sub consultants or suppliers for any purpose other than for the regular business activity of CHO and pursuant to the terms of the HMIS Policies and Procedures Manual. Neither CHO nor its employees, agents, sub consultants, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any Confidential Information without the prior written consent of County.

5.5 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

5.6 Survival. The obligations under this Article 5 shall survive the expiration or earlier termination of this Agreement or of any license granted under this Agreement.

ARTICLE 6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. CHO shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of CHO, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement or CHO's use of the Software

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Email: _____

7.4 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CHO without the prior written consent of County. If CHO violates this provision, County has the right to immediately terminate this Agreement.

7.5 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

7.6 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.7 Construction. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.8 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CHO AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.9 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in

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this written document.

7.10 HIPAA Compliance. CHO will have access to protected health information (hereinafter known as “PHI”) that may be subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions, and therefore may be required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). CHO shall fully protect individually identifiable health information to the extent required by HIPAA and, if requested by County, shall execute a Business Associate Agreement.

7.11 Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

7.12 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.13 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by email delivery of a .pdf-format file shall have the same force and effect as an original signature.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 5th day of November 2013, and CHO: Enter legal name and d/b/a as applicable, signing by and through its Title, duly authorized to execute same.

COUNTY

WITNESS #1:

Broward County, by and through
its County Administrator

(Signature)

By: _____
Bertha Henry, County Administrator

(Print Name of Witness)

____ day of _____, 20XX

WITNESS #2:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Signature)

(Print Name of Witness)

By: _____ (Date)

Assistant County Attorney

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CHO END USER LICENSE AGREEMENT BETWEEN BROWARD COUNTY FOR ITS HOMELESS INITIATIVE PARTNERSHIP SECTION AND LEGAL NAME AND D/B/A, A COVERED HOMELESS ORGANIZATION.

CHO

WITNESS #1:

(Signature)

(Print Name of Witness)

WITNESS #2:

(Signature)

(Print Name of Witness)

CHO: Enter Legal Name and d/b/a as applicable

By: _____
Authorized Signor

Print Name and Title

_____ day of _____, 20XX

ATTEST:

Corporate Secretary or another
person authorized to attest

(CORPORATE SEAL)

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Exhibit A – Terms of Use

County and CHO agree that CHO's use of the Software shall be subject to the Terms of Use as set forth herein. Failure of CHO to fully comply with these Terms of Use shall constitute a breach of the Agreement and entitle County to terminate the Agreement immediately and retain any and all funds paid under the Agreement.

1. CHO Responsibilities

For the duration of this Agreement, CHO shall ensure CHO and any of its agents or employees shall:

A. General

1. Strictly adhere to all policies and procedures adopted in the HMIS Policies and Procedures Manual and all applicable federal and state laws. CHO will be responsible for oversight of its own operations and compliance with applicable law.
2. Ensure that a CHO representative participates in the HMIS Data Committee.
3. Promptly and accurately respond to any inquiries by WellSky relating to the Software or use thereof. CHO shall not refuse to provide any requested information to WellSky without the advance written consent of County.

B. Confidentiality

1. Enforce network policies and procedures through agency level policies and procedures.
2. Collect and maintain records of all required documentation in accordance with the HMIS Policies and Procedures established by the HMIS Data Committee.
3. Abide by all modifications and amendments to the HMIS Policies and Procedures Manual as decided upon by the HMIS Data Committee and approved by the CoC.
4. Abide by all federal and state laws and regulations, and with all HMIS Policies and Procedures, particularly HUD's HMIS Standards, relating to the collection, storage, retrieval, and dissemination of Client information.
5. Abide by all HMIS sharing restrictions as defined by the Client.
6. In accordance with the HMIS Policies and Procedures Manual and other applicable regulations, not deny services to any Client solely because he or she declines to give

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authorization for his or her information to be shared with other CHOs or entered into the integrated HMIS database.

C. Network Operations

1. Maintain agency Internet connectivity and computer equipment in such a manner as not to disrupt continuation of project participation.
2. Notify the HMIS Project Manager promptly of any difficulty with system software, access to database or related problems; at no time will the CHO contact the software vendor directly.
3. Take all necessary precautions to prevent any destructive or malicious program (virus) from being introduced to the system. Employ appropriate measures to detect virus infection and employ all appropriate resources to efficiently remedy any affected systems as quickly as possible.

D. Data Entry

1. Collect all HUD mandatory data for consenting Client s and strive to collect all mandatory data elements and any other data essential to provide services or conduct evaluation or research for all Client s.
2. Enter data into the system as outlined in the HMIS Data Quality Standards.
3. Ensure the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of CHO will be corrected by CHO. If applicable, HIP must be notified within five (5) business days of any corrections that cannot be made by the CHO.
4. Develop program specific interview guidelines that are HMIS compliant and collect any additional elements the agency wishes to collect.
5. CHO's Executive Director accepts responsibility for the validity of all records entered by their agency. HIP reserves the right to deactivate any user IDs if the user breaches confidentiality or security.
6. Ensure that CHO personnel do not knowingly enter erroneous information into HMIS.
7. Not include any profanity, offensive language, malicious information, or discriminatory comments based on race, ethnicity, religion, marital or familial status, national origin, disability, age, gender, gender identity or expression, or sexual orientation into the database.

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8. Not transmit material in violation of any federal or state regulations, this includes but is not limited to: copyrighted material, threatening or obscene material, and material considered protected by trade secret.

E. Security

1. Limit HMIS access to authorized users and follow all protocols of monitoring those users. Prohibit sharing of access information (e.g., user IDs and password information) between users.
2. Provide HIP with the roles of all staff members who have access to HMIS and provide notice to HIP of any change in staff members who have access to HMIS. HIP may deny access to the system for the purpose of investigation of any suspicion of breached confidentiality.
3. Ensure that each user executes a User Access Agreement and obtains a unique user ID. Ensure that user IDs and passwords are not shared between users. CHO will ensure that all staff and other persons issued a user ID and password sign and abide by CHO User Agreement.
4. Not transmit security information and network policies to non-members of HMIS in any manner.
5. A CHO may use or disclose PPI only if the use or disclosure is allowed by this standard and is described in its privacy notice. A CHO may infer consent for all uses and disclosures specified in the notice and for uses and disclosures determined by the CHO to be compatible with those specified in the notice. Uses and disclosures not specified in the privacy notice can be made only with the consent of the individual or when required by law. A CHO may, in its privacy notice, commit itself to additional privacy protections consistent with HMIS requirements.
6. Develop an internal process for reporting to HIP the violation of any HMIS information security protocols by any user.
7. Secure access to physical areas containing equipment, data, and software, and ensure that the HMIS system is accessed only through secure equipment in compliance with the HMIS Policies and Procedures Manual.

F. Training

1. Ensure all CHO HMIS users are properly trained in HMIS system, have received confidentiality training, and are authorized to use the system in accordance with the HMIS Policies and Procedures Manual.

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2. Ensure that assigned CHO representative(s) regularly attend(s) HIP periodic updated software and confidentiality trainings and stay(s) current with the HMIS Policies and Procedures Manual.

2. Security Officer

CHO will designate an HMIS Security Officer (“HMIS Security Officer”), who is knowledgeable of all day-to-day case management operations and procedures and will be responsible for ensuring compliance with applicable security standards. CHO will provide written notice to HIP of any personnel change in this role. The individual appointed as HMIS Security Officer may also serve in other assigned roles. The HMIS Security Officer is the primary contact for all communication regarding HMIS at CHO, and will be responsible for:

- a) Ensuring compliance with applicable security standards.
- b) Providing a point-of-communication between the end users and the HMIS Lead Agency and staff regarding all HMIS-related issues.
- c) Maintaining a reliable Internet connection for HMIS and general communication with other technical professionals.
- d) Disseminating information regarding HMIS updates and providing the requisite training to agency users.
- e) Providing support and information as may be requested by HIP on agency reports generated in HMIS.
- f) Managing agency level HMIS user licenses.
- g) Monitoring compliance with standards of Client confidentiality and ethical data collection, entry, and retrieval.

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HMIS Policies and Procedures Manual

CHO: Legal Name and d/b/a as applicable

CHO'S DESIGNATED HMIS SECURITY OFFICER:

Name: _____

Telephone: _____

Email: _____

The designated HMIS Security Officer accepts this appointment and the responsibilities set forth above.

HMIS Security Officer Signature

Date

CHO Director/CEO Signature

Date

This form must be completed, fully executed, and returned to HIP on or before the Effective Date. CHO may substitute the person designated as CHO's HMIS Security Officer by providing an updated and executed version of this form to HIP.

Exhibit B – User Access Agreement

HMIS is a collaborative project with participating homeless shelters and service providers in the Broward County CoC. HMIS will enable homeless service providers to collect uniform Client information over time. This system is essential to efforts to streamline Client services and inform public policy. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of the homeless population. This data is necessary to service and systems planning.

The HMIS project recognizes the diverse needs and vulnerability of the homeless community. HMIS' goal is to improve the coordination of care for individuals and families in Broward County. It is important that Client confidentiality is vigilantly maintained, treating the personal data of our most vulnerable populations with respect and care.

As the holders of this personal data, Broward County CoC HMIS users have an ethical and legal obligation to ensure that data is being collected, accessed, and used appropriately. It is also the responsibility of each user to ensure that Client data is only used for the purposes as outlined in the HMIS Policies and Procedures Manual.

Your unique user ID and password provides you access to the HMIS system. Initial each item below to indicate your understanding of the proper use of your user ID and password, and sign to indicate your agreement with this User Access Agreement.

(Each item must be initialed)

_____ I have received training on how to use HMIS either through attending a Broward County CoC HMIS End-User training or completing equivalent on-line or user training.

_____ I understand that my user ID and password are for my use only and must not be shared with anyone or stored on any computer for automatic log in. I must take all reasonable means to keep my password secure.

_____ I understand that only authorized users and the specific Client to whom the information pertains may view HMIS information.

_____ I understand that I may only use, view, obtain, or disclose the information in the HMIS database that is necessary to perform my job.

_____ I agree to only access the HMIS system through secure computers in compliance with the HMIS Policies and Procedures Manual. I must log off the HMIS system before leaving the area where the workstation is located. Failure to do so may result in a breach in Client confidentiality and system security.

_____ I understand that these rules apply to all users of HMIS whatever their work role or

position.

_____ I understand that all HMIS information (hard copies and soft copies) must be kept secure and confidential at all times. When no longer needed, any documents or data containing HMIS information must be properly destroyed to maintain confidentiality.

_____ I understand that if I notice or suspect a security breach within the HMIS, I must immediately notify my HMIS Security Officer.

_____ I will not knowingly enter malicious or erroneous information into the HMIS.

_____ Any questions or disputes about the data entered by another agency should be directed to the Broward County CoC HMIS Project Manager.

_____ I understand that my user ID and password will terminate should I change employment and will not be passed on to a new staff member.

_____ I agree to maintain strict confidentiality of information obtained through the Broward County CoC HMIS. This information will be used only for the legitimate Client service and administration of the agency. Any breach of confidentiality will result in immediate termination of participation in HMIS.

_____ I understand and agree to comply with all of the statements listed above.

CHO: Enter legal name and d/b/a as applicable

Employee/User Signature

Date

CHO Administrator Signature

Date

**BROWARD COUNTY CONTINUUM OF CARE (CoC)
CLIENT ACKNOWLEDGEMENT FOR ELECTRONIC DATA COLLECTION
IN HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS)**

[AGENCY NAME]

IMPORTANT: Do not enter personally identifying information into Homeless Management Information System (HMIS) for Client s who are: 1) in Domestic Violence agencies or; 2) currently fleeing or in danger from domestic violence, dating violence, sexual assault, or stalking.

It is up to you whether you want to sign this form. The information you allow us to disclose could later be re-disclosed by the recipient and if that person or organization is not a health plan or health care provider, the information may no longer be protected by Federal privacy regulations. Your decision whether to complete this form will not affect your eligibility for benefits, treatment, payment, or enrollment in other services.

This agency is a partner in the Broward County FL-601 Continuum of Care (CoC) HMIS. Broward CoC HMIS partner agencies work together to provide services to persons and families who are experiencing homelessness. When you request or receive services, we may collect data about you and your household that may be shared with other Broward CoC HMIS partner agencies. Sharing your data allows service providers to see if they have housing services that fit your needs and for the purpose of ensuring effective coordination of services. It does not guarantee that you will receive housing.

Who can have access to your information?

Agencies and/or organizations that participate in the HMIS Database can have access to your data. These agencies and/or organizations may include homeless service funders/providers, housing providers, healthcare providers, and governmental agencies. Additional agencies and/or organizations may join the Broward CoC HMIS at any time and will also have access to your data. The current list of agencies and/or organizations are listed in the attached Exhibit – A.

How will my data be protected?

Your information is protected by the federal HMIS Privacy Standards, is secured by passwords and encryption technology, and the HMIS application incorporates industry standard security protocols and is updated regularly to meet these security standards. In addition, each participating organization has signed a Contributing HMIS Organization (CHO) agreement to maintain the security and confidentiality of the information. In some instances, when the participating organization is a health care organization, your information may be protected by the privacy standards of the Health Insurance Portability and Accountability Act (HIPAA).

How do I benefit by providing the requested information and sharing it with other agencies?

By sharing your information with other agencies, you may be able to avoid being screened again, get services faster, and minimize how many times you have to tell your “story.” You also help agencies document the need for services and funding.

**BROWARD COUNTY CONTINUUM OF CARE (CoC)
CLIENT ACKNOWLEDGEMENT FOR ELECTRONIC DATA COLLECTION
IN HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS)**

[AGENCY NAME]

When you sign this form, it shows that you understand the following:

- We collect personal information about the people we serve in a computer system called ServicePoint (“SP”). SP is used by agencies which provide homeless prevention, shelter, and housing related services in Broward County. Agencies using SP comply with all of the requirements related to keeping your personal information private and secure.
- We use the personal information to run our programs and help us improve our services. Also, we are required to collect some personal information by organizations that fund our program.
- Your information will help us in getting the appropriate services for you through our program(s) offered by other agencies.
- You agree to share Protected Personal information and general information obtained during your intake and assessment, which may include but is not limited to: name, date of birth, social security number, demographic information such as gender and ethnicity/race, veteran status, residence information (history of homelessness and housing), marital status, household relationships, disability status, self-reporting medical history including any medical health and substance abuse issues, assessment date(s), income sources and amounts, non-cash benefits, case notes, services needed and provided, outcomes of services provided, emergency contact information, and your photo.
- This consent form expires in three (3) years from the date of signature.
- You have the right to revoke this consent at any time by writing to this agency. However, the revocation will not be retroactive to any information that has already been released.
- You have a right to review the information that we have about you. If you find mistakes, you can ask us to correct them.
- You have the right to file a complaint if you feel that your privacy rights have been violated.
- This consent is voluntary. You will not be denied services if you refuse to sign this consent form.

If you would like a copy of our privacy policy, our agency staff will provide one.

Please sign below to show that you have read and understand the rules above.

SIGNATURE OF CLIENT OR GUARDIAN

DATE

PRINT NAME

DATE

SIGNATURE OF AGENCY WITNESS

DATE

PRINT NAME

DATE

Appendix C

BROWARD COUNTY CONTINUUM OF CARE (CoC) CLIENT ACKNOWLEDGEMENT FOR ELECTRONIC DATA COLLECTION IN HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS)

[AGENCY NAME]

Exhibit - A

Participating Agencies and/or Organizations

- Archways, Inc.
- Broward Behavioral Health Coalition, Inc.
- Broward County Department of Human Services
- Broward County Elderly and Veterans Services Division
- Broward County Family Success Division
- Broward County Housing Authority
- Broward County Community Development Corporation, Inc. d/b/a Broward Housing Solutions
- Broward County Public Schools, Homeless Education Assistance Resource Team (HEART)
- Broward House, Inc.
- Broward Partnership for the Homeless, Inc.
- Broward Regional Health Planning Council, Inc.
- Broward Sheriff's Office, Homeless Outreach Team
- Care Resources
- ChildNet, Inc.
- Chrysalis Health, Inc.
- City of Fort Lauderdale
- The Cooperative Feeding Program, Inc. d/b/a LifeNet 4 Families
- Covenant House Florida, Inc.
- First Call for Help of Broward, Inc.
- Fort Lauderdale Independence Training & Education Center, Inc. (FLITE)
- Henderson Behavioral Health, Inc.
- Hope South Florida, Inc.

Appendix C

- Keystone Halls, Inc.
- Lutheran Services Florida, Inc.
- Miami Rescue Mission, Inc. d/b/a Broward Outreach Center
- North Broward Hospital District d/b/a Broward Health
- Purpose Built Families Foundation, Inc. d/b/a Operation Sacred Trust
- South Broward Hospital District d/b/a Memorial Healthcare Systems
- TaskForce Fore Ending Homelessness, Inc.
- The Salvation Army
- United Way of Broward County, Inc.
- U.S. Department of Veterans Affairs
- Volunteers of America, Inc.

Client initials: _____ Date: _____

SAMPLE of Mandatory Posting

**Broward Continuum of Care
Homeless Management Information System
MANDATORY COLLECTION NOTICE**

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

We appreciate your cooperation with this process and a Privacy Notice is available upon request.