

# Berks County Continuum of Care HMIS System-Wide Policies and Procedures

Berks Coalition to End Homelessness, Inc.

PA-506

Updated May 2023

Updated April 2022



United Way of Berks County

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## **About**

A Homeless Management Information System (HMIS) is a local database used to collect client-level data and data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with the United States Department of Housing and Urban Development (HUD)'s data collection, management, and reporting standards. An HMIS ties together homeless service providers within a community to help create a coordinated and effective housing and service delivery system. An HMIS can be used to produce an unduplicated count of people experiencing homelessness, understand patterns of needs and service use, and measure the effectiveness of homeless programs and systems. The HMIS provides an unduplicated count of clients served within a CoC. Additionally, the HMIS application is used to configure, facilitate, and protect data integrity and sharing among participating agencies for the purpose of coordinated service delivery and reporting in the CoC region.

## **Background**

In 2001, Congress instructed HUD to take measures to improve available data concerning homelessness in the United States. In response, HUD mandated all CoC regions to implement CoC-wide databases that would allow an unduplicated count of clients served, information about their needs, program participation, and outcomes of services provided. Out of this directive came the HMIS.

## **Why Do We Need an HMIS?**

Using HMIS is advantageous for both service providers and the clients in need of assistance. The information-sharing model can prevent service duplication and enable collaboration between multiple homeless service providers, while limiting access to sensitive data and protecting private client information. In addition to standard data collection and reporting functionality, the HMIS software includes a comprehensive case management module, bed management, performance measurement tools, functionality for customized reporting, and many other opportunities for participating agencies to use.

HMIS participating agencies are better positioned for future funding opportunities. Many national and local funders require HMIS participation for homeless service programs. Participating agencies and the people they serve benefit from a community-wide response to homelessness in addition to their organizational response.

## **Responsibilities**

The Berks Coalition to End Homelessness (BCEH) has been designated by the CoC to be the HMIS Lead Agency. BCEH applies for and receives the HMIS grant from the CoC Program Competition each year, and assumes all the responsibilities designated to the HMIS Lead. BCEH holds an HMIS

Memorandum of Understanding (MOU) with each participating agency. The MOU outlines the roles and responsibilities of BCEH, as the HMIS-Lead Agency, and the participating organization.

### ***CoC Body Responsibilities***

- Designate a single information system as the official HMIS software for the CoC. The CoC designates “WellSky Community Services” (formally ServicePoint) developed by WellSky as the official HMIS software of the CoC.
- Designate an HMIS Lead Agency to operate the HMIS. The CoC designates BCEH as the HMIS Lead Agency for the CoC.
- Develop and annually review the HMIS Governance Charter.
- Maintain documentation evidencing compliance with this governance charter
- Review, revise and approve all required HMIS policies and plans, including a privacy plan, security plan and data quality plan.
- Ensure the HMIS is adequately funded.
- Regularly monitor the HMIS Lead Agency to ensure the HMIS is administered in compliance with HUD requirements.
- Ensure consistent participation of the CoC’s participating organizations within the HMIS.

### ***HMIS Lead Agency Responsibilities***

- Operate the CoC’s HMIS in accordance with the governance charter, policies and procedures, and at the direction of the CoC.
- Host, maintain, backup, repair, upgrade, customize and enhance the HMIS in coordination with WellSky.
- Maintain a contract with WellSky for the use of HMIS and ensure timely payment of the contract.
- Conduct training for end users on the use of the system.
- Develop written policies and procedures that comply with all applicable federal, state and local laws and regulations.
- At least once annually, or upon request from HUD, submit to the CoC an unduplicated count of clients served and an analysis of unduplicated counts,
- Submit reports to HUD on time as required.
- Develop a privacy policy, written security policy, and a written data quality policy
- Ensure completeness, accuracy and consistency of HMIS data.
- Execute a written HMIS MOU with each participating organization, including obligations and authority of the HMIS lead
- Monitor end users and participating agencies to ensure compliance with these policies and procedures, compliance with HUD HMIS Data Standards, and to ensure all privacy and security requirements are upheld at least annually
- Ensure HMIS is in compliance with HUD data, technical and data standards

### ***Participating Agency Responsibilities***

- Comply with all applicable agreements, including all appendices in this document.

- Comply with the most recent HUD HMIS Data Standards
- Uphold HMIS data quality by accurately entering all required data into the HMIS system, as described in the HMIS Data Quality Plan
- Identify and appoint an HMIS agency point of contact for all HMIS activities at the agency.
- Oversee all agency staff that generate or have access to client-level data stored in the HMIS and ensure adherence to all applicable privacy policies and regulations.
- Hold final responsibility for the adherence of the agency's personnel to the Privacy Policy, HIPAA, and all State and Federal laws and regulations, as well as ensure adherence to the HMIS policies and procedures outlined in this document.
- Responsible for all activity associated with staff access and use of the HMIS consistent with this document
- Assume protection of client-level data entered into and accessed in the HMIS system at the agency
- Ensure that data is collected in a way that respects the dignity of participants.
- Ensure that all data collected is relevant to the purpose for which it is used.
- Ensure that the Privacy Notice is posted in any space where HMIS data is collected and provide a copy of the notice to clients upon request in English and Spanish.
- Provide prompt and timely communications of data concerns and/or emergencies, changes to end user staffing, user accounts, and software to BCEH HMIS staff.
- Notify BCEH HMIS staff within one business day after an end user no longer needs HMIS access or has left the organization.
- Notify the HMIS Team in writing of any audit notices, legal matters, and research that may require data from HMIS to be released.
- Work collaboratively with BCEH to ensure accuracy of data and project settings in HMIS for all applicable federal reports on behalf of the Continuum of Care.
- Collect and enter HMIS data into the system for all programs that are active in HMIS.

### ***Sub-Committee Responsibilities***

The purpose of the HMIS Sub-Committee is governance over the HMIS requirements. Each participating organization's point of contact is required to be a member of this body, and all HMIS end users are invited to participate. The HMIS Sub-Committee reports to the Continuum of Care body and BCEH as the HMIS lead agency.

Responsibilities include:

- Informs and reviews changes to all HMIS policies and leads implementation within their agency
- Informs and reviews changes to the HMIS Data Sharing Policy and Release of Information (ROI) for HMIS client data sharing
- Understands and implements changes from the HUD HMIS Data Standards
- Reviews local reports to HUD ensure accuracy, including the Point in Time Count Report, Housing Inventory Count Report, Longitudinal Systems Analysis, and the System Performance Measure Reports

- Provides feedback to BCEH HMIS staff for continuous quality improvement

## Contacts

Name	Organization	Title	Phone	Email
Jack Williams	Berks Coalition to End Homelessness	Executive Director	610.372.7222 x201	<a href="mailto:jack@bceh.org">jack@bceh.org</a>
Elise McCauley	Berks Coalition to End Homelessness	Assistant Director	610.372.7222 x205	<a href="mailto:elise@bceh.org">elise@bceh.org</a>
Rachael Bertolet	Berks Coalition to End Homelessness	CoC Manager	610.372.7222 x209	<a href="mailto:rachael@bceh.org">rachael@bceh.org</a>
Tracey York	Berks Coalition to End Homelessness	Coordinated Entry Manager	610.372.7222 x203	<a href="mailto:tracey@bceh.org">tracey@bceh.org</a>

## Participation Requirements

Any agency in Berks County receiving HUD funding is required to participate in this system. Other non-HUD funded agencies providing homeless prevention, affordable housing, or other services critical for an effective response to ending homelessness in Berks County are encouraged to participate.

- 1. Identification of an Agency Point of Contact:** Each participating agency shall designate a primary and a backup staff member as the primary contact for the agency. This person will be responsible for:
  - Requesting usernames and passwords for the agency's users
  - Monitoring software access
  - Communicating questions posed by the agency's users to the HMIS staff at BCEH
  - Monitoring and ensuring compliance to all requirements
- 2. Training:** All end users must attend an initial training upon receiving access to HMIS. Additional training will be available upon request, and HMIS staff reserves the right to require training for individuals as needed depending on data quality.
- 3. End User Feedback:** Each agency's point of contact must respond when asked for feedback by HMIS staff. This can be in the form of large group meetings or individual conversations, emails, surveys, etc.
- 4. Agency MOU:** Each agency shall sign an MOU stating their commitment to adhere to the policies and procedures for effective and secure use of the system and their collaboration with the BCEH. See this form in the **Appendix**.

5. **End User Agreement:** Each HMIS system user shall sign and abide by the End User Agreement. Log-in information will not be provided until this form is signed and returned. See this form in the **Appendix**.
6. **Privacy Notice and Policy:** Each agency shall post a Privacy Notice in English and Spanish at every location where client information is gathered. Each agency shall have a Privacy Policy available in English and Spanish at the request of a client. If the client speaks a language other than English or Spanish, the agency is required to make every effort to translate or explain the privacy notice in the client's preferred language. Clients with visual impairments or other accessibility issues must also have the privacy notice made accessible to them. See samples of these forms in the **Appendix**.
7. **Client Release of Information Forms:** Each agency shall obtain signed forms from their clients in order to authorize the sharing of personal information electronically with other participating agencies within the system. The ROI must be made available in English and Spanish at the request of a client. If the client speaks a language other than English or Spanish, the agency is required to make every effort to translate or explain the ROI in the client's preferred language. Clients with visual impairments or other accessibility issues must also have the ROI made accessible to them. See this form in the **Appendix**.
8. **Users and Passwords:** Every user of HMIS is authenticated with a unique user ID and password. This provides a level of security and accountability for the database. **Sharing of user ID or passwords is prohibited.**
9. **Data Quality Reports (DQR):** DQR will be compiled by BCEH HMIS staff and sent to the agency point of contact monthly. The point of contact is expected to review and distribute these reports to all other end users in the organization and make corrections accordingly in a timely manner.

## Implementation Policies and Procedures

### *HMIS Memorandum of Understanding (MOU)*

The Executive Director or other designated staff member of each participating agency shall follow, comply, and enforce the HMIS Memorandum of Understanding (MOU). The Executive Director / designated staff member must sign the HMIS MOU before the agency is granted access to HMIS. Signing the HMIS MOU is a precursor to training and end user access. HMIS promotes the coordinated assessment, intake and referral process to better serve clients. This is accomplished by sharing authorized client information through an HMIS MOU.

- BCEH and each participating agency will comply with all applicable federal and state laws regarding the protection of client privacy.
- The participating agency acknowledges and understands that the HMIS shares all authorized client information with every other participating agency within HMIS. The data is identified through the Release of Information (ROI).



- The participating agency, by signing the HMIS MOU, hereby enters into an inter-agency data sharing agreement.
- The participating agency acknowledges that they are prohibited from making any further disclosure of HMIS information unless that disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted or required by state and federal regulations governing confidentiality of records,).
- The participating agency agrees to notify BCEH HMIS staff within one business day of any breach, use, or disclosure of information not provided for by this agreement.
- The participating agency acknowledges that the participating agency, itself, bears primary responsibility for oversight for all sharing of data collected and entered into HMIS.

The process for entering into this agreement and beginning use of HMIS is:

1. The signed HMIS MOU must be presented to BCEH HMIS staff before any end user at the agency is granted access to the HMIS.
2. The BCEH Director will sign the MOU as well, putting it into effect.
3. Then, the HMIS staff can proceed with training new end users and receiving access to the HMIS.

### ***HMIS User Agreement***

Each end user of any participating agency shall follow, comply, and enforce the HMIS User Agreement. Before being given access to HMIS, the end user must sign a HMIS User Agreement.

1. The BCEH HMIS staff will provide the end user a HMIS User Agreement for signature.
2. The HMIS staff will collect and maintain HMIS User Agreements for all end users.
3. A copy of the HMIS User Agreement will be given to each end user upon request.

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

HUD identifies the core data elements that are required for collection in the HMIS Data Standards Manual. HUD maintains this manual and revises as necessary. HMIS Data Standards are generally updated and released every other year by HUD.

At a minimum, all participating agencies collect and enter the Universal Data Elements and applicable Program-Specific Data Elements. In some cases, HMIS programs collect locally agreed upon data elements in addition to the requirements from HUD. Participating agencies should consult with BCEH HMIS staff to determine which elements apply to their programs in HMIS.

In some cases, participating agencies have data collection requirements beyond what HUD outlines in the HMIS Data Standards Manual. These requirements usually come from other federal partners and local program funders. In these cases, the participating agency will consult with BCEH HMIS during the initial program set up in HMIS, and when changes occur, to ensure all required elements are incorporated.

Participating agencies will collect and enter in HMIS the minimum set of data elements for all clients served by their programs within the timeline outlined in the HMIS Data Quality Plan.

## ***HMIS Technical Support***

BCEH HMIS staff will provide a reasonable level of support to participating agencies via email, phone, and/or remote training.

1. HMIS end users should first seek technical support from their HMIS point of contact.
2. If more support is needed, the point of contact or the end user should email the BCEH HMIS staff.
3. Staff are generally available Monday through Friday (excluding holidays) from 8:00 AM – 3:00 PM.
4. The HMIS staff strive to respond to all HMIS assistance requests within 2 business days of receipt. BCEH HMIS staff will communicate to the end user when the issue will require more than 2 business days to resolve. Occasionally, BCEH HMIS staff may need to request further assistance from Wellsky, thus lengthening the response time to end users.

The participating agency is responsible for troubleshooting problems with HMIS access due to internet connection at their agency or problems with their computers.

## **Security Policies and Procedures**

### ***Training***

BCEH HMIS staff facilitate ongoing training for HMIS end users. The training occurs when new end users join a participating organization and additional training is provided upon request.

New User Training: Users learn the basic skills and concepts needed for HMIS data entry. This includes: Standard operating procedures, privacy and client consent, ethics, software features, system security, and an introduction to the Continuum of Care.

Reporting Training: Users who need reporting knowledge are given an overview of the various reporting options available and how to use them, this includes reporting on performance measures.

Annual Training: In addition to individual training with all new end users, BCEH HMIS staff will hold an annual training for all end users. This training will review common data quality pitfalls observed through the year, updates coming to the data standards, updates on HMIS data in relation to overall CoC performance measures, and any other relevant information and updates. Attendance at this training is required for continued access to the HMIS.

Remedial Training: Organizations and/or end users who have consistent data quality issues may be required to attend individual or group training with BCEH HMIS staff to address specific concerns or issues.

### ***User Authentication and Access***

Only users with a valid username and password can access HMIS. BCEH HMIS staff will provide a unique username and initial password for the end user after completion of required training and signing the HMIS User Agreement.

1. The participating agency will determine which of their employees will be HMIS end users. User access will be granted only to those individuals whose job functions require legitimate access to the system.
2. Agency point of contact staff are required to notify BCEH HMIS staff of new end users and help facilitate training for new users.
3. Proposed end users will complete the required training and demonstrate proficiency in use of the system.
4. Proposed end users will sign the HMIS User Agreement stating that they have completed training or are scheduled to be trained, will abide by the Policies and Procedures, will uphold privacy and confidentiality of client information accordingly, and will only collect, enter and retrieve data in the system relevant to the delivery of services to people.
5. The BCEH HMIS staff will be responsible for the distribution, collection, and storage of the signed HMIS User Agreements.
6. Sharing of usernames and passwords is a breach of the HMIS User Agreement.
7. When an end user leaves employment or no longer needs access to HMIS, the agency point of contact will notify the BCEH HMIS staff within one business day.
8. BCEH HMIS staff will remove the license and remove the user's account.

### ***Passwords***

Each end user will have access to HMIS via a username and password. Passwords will expire on a regular basis and end users are responsible for updating them at that time. End users will maintain password confidentiality. End users are strictly prohibited from storing or displaying any information pertaining to user access (e.g. username and password).

1. BCEH HMIS Staff will set up the end user in HMIS, including setting the username and initial password.
2. The initial password is a temporary password and will expire the first time the end user logs into their account, requiring that they change their password.
3. The end user will be required to create a permanent password that is 8-50 characters long with at least two numbers or symbols.
4. End users may not use the same password consecutively but may use the same password more than once.
5. Access permission will be removed after the end user unsuccessfully attempts to log in three times. The end user will be unable to gain access until BCEH HMIS staff reset the password with another temporary password.
6. To request that BCEH HMIS staff reset their password, the end user or agency point of contact must email HMIS staff.

### ***Data Retention and Disposal***

Paper Records: BCEH does not require the retention of paper copies or hard copies of any HMIS records.

BCEH understands, however, that participating agencies may have requirements for keeping paper records containing HMIS data. Participating agencies agree to follow their existing policies and procedures and applicable local, state, and federal laws and regulations for access to HMIS client records stored on paper. All paper or other hard copy files containing Protected Personal Information (PPI) must be directly supervised when the hard copy is in a public area. If agency staff are not present, the information must be secured in areas that are not publicly accessible.

Electronic Records: If the participating agency needs to download PPI from HMIS, the participating agency is responsible for ensuring the protection of this confidential information. Once PPI has been downloaded from HMIS to an agency's computer, the security of this data becomes the responsibility of the agency.

At a minimum, the participating agency agrees to the following as it pertains to all forms of HMIS data retention and disposal:

1. The participating agency agrees to only keep copies of files containing HMIS PPI for clearly definable reasons, including statutory, regulatory, contractual, or other requirements mandating retention of HMIS records including PPI.
2. All computers that have HMIS PPI saved locally must be password protected to login.
3. The participating agency agrees to dispose of all documents and files containing HMIS PPI in a manner that will protect client confidentiality. Methods include:
  - a. Shredding applicable paper records
  - b. Deleting any information from computers and destroying the files before disposal
  - c. Triple formatting hard drives of any machine containing PPI before transfer of property and/or destruction of hard drives of any machine that has contained HMIS PPI before disposal
4. PPI saved in locations outside of HMIS that is not in current use five years after the PPI was created or last changed must be deleted unless a statutory, regulatory, contractual, or other requirement mandates longer retention. Care must be taken to assure that the guidelines associated with data disposal are properly followed.

### ***Security Violations and Sanctions***

Any end user found to be in violation of security protocols of their agency's procedures or HMIS Policies and Procedures will be sanctioned accordingly. All end users must report potential violations of any security protocols to BCEH.

1. End users are obligated to report suspected instances of noncompliance and/or security violations immediately to the BCEH Executive Director.
2. The participating agency is obligated to help BCEH investigate potential HMIS violations.
3. Any end user found to be in violation of security protocols will be sanctioned accordingly. Sanctions may include but are not limited to suspension of system privileges, attending additional training, and revocation of system privileges.
4. In the case of pervasive or severe violations of security protocols by a participating agency, BCEH will revoke or suspend system access and participation to the entire agency.

Clients who feel their privacy and data security was violated can file a grievance with BCEH. The form for filing grievances and personally identified information disclosure can be found at <https://bceh.org/get-help/grievance-reporting/>

### ***Client Consent and Privacy Policy***

Client informed consent of data sharing within HMIS must be documented for each participating agency that serves the client. This includes notice that client data will be entered into the HMIS system and a Release of Information (ROI) for sharing client data must be on file for each client.

Each HMIS participating agency must post the HMIS Privacy Notice in English and Spanish describing its policies and practices for the processing of client data and must provide a copy of the HMIS Privacy Policy Statement to any individual upon request. The HMIS Lead Agency, BCEH, maintains a copy of the HMIS Privacy Notice and the full HMIS Privacy Policy Statement on the BCEH website: [bceh.org](http://bceh.org)

Each HMIS participating agency must specify on its privacy notice the purposes for which it collects client data and must describe all uses and disclosures. A participating agency may use or disclose client data only if the use or disclosure is allowed by this standard and is described in its privacy notice.

### ***Client Data Access***

Each participating agency must allow clients they serve to have a copy of any data about themselves in HMIS upon request. The participating agency must offer to explain any information that the client may not understand. Participating agencies must consider any request by a client for correction of inaccurate or incomplete data pertaining to themselves in HMIS. The participating agency is not required to remove any information, but should alternatively choose to update information, mark it as inaccurate or incomplete, and should supplement it with additional information.

### ***Data Ownership***

While the 2004 Data and Technical Standards Notice does not explicitly address issues of data ownership, the CoC Program Interim Rule gives CoCs authority over and responsibility of HMIS. As a result, data ownership questions should be addressed by the CoC(s) through any HMIS governance, policies, and/or agreements in place between associated parties.

At the most basic level, clients own their personal data. When a client seeks assistance from a service provider, the service provider's privacy policy governs the transfer of this ownership. The policy details what will be done with the collected data and the client must consent to this policy. For example, a provider's privacy policy may indicate that certain client information will be shared with other HMIS participating agencies in order to facilitate more efficient service delivery for the client throughout the homeless services system. When a service provider enters the data for this client and all other clients served into HMIS, the HMIS participation agreement between the service provider and the HMIS Lead governs the transfer of ownership, again detailing what will be done with the collected data.

## ***Confidentiality and Informed Consent***

Each client must provide informed consent in the form of a signed Release of Information (ROI). Every client must receive both an oral explanation and written ROI.

Oral Explanation: The participating agency will provide all clients with an oral explanation of the HMIS and terms of consent in the ROI. The agency is responsible for ensuring that this procedure takes place prior to every intake interview. The oral explanation must contain the following information, as further described in the ROI:

1. What the HMIS is:
  - a. A computer-based information system that organizations providing services to end homelessness in the City of Reading and Berks County use to capture information about the people they are providing services to and the outcomes of those services.
2. Why the agency uses it:
  - a. To understand and better meet their client's needs
  - b. Help the organization plan for their programs to have appropriate resources for the people they serve
  - c. To understand the outcomes of the services the organization provides
  - d. To inform public policy in the effort to end homelessness
3. Security
  - a. Only staff who work directly with clients or who have administrative responsibilities have access to HMIS, including the ability to look at, enter, and edit client records
4. Privacy Protection
  - a. Basic information will be shared with all HMIS participating agencies
  - b. Clients have the right to not answer any question, unless that answer is needed to know if the program is able to work with the client (determine and document eligibility)
  - c. Clients have the right to know who has added to, deleted, or edited their HMIS client record
5. Benefits for clients
  - a. Case manager and client can use information to assist clients with obtaining resources
  - b. Case managers working with the client at different participating agencies can collaborate to better serve the client
  - c. Client has a record of the organizations and programs they have worked with and documentation of their homelessness, which can be used for program eligibility documentation

Written Client Consent: A client must be informed what information is being shared, with whom it is being shared, and the expiration date of the consent. A client must sign a consent form, called the HMIS ROI, authorizing information to be input into HMIS and discussed with other agencies on the ROI. Clients can change their consent and sharing choice at any time, per the ROI.

# Data Policies and Procedures

## *Data Quality*

All data entered into HMIS must meet data quality standards. Participating agencies will be responsible for their users' quality of data entry. Data quality standards are described in detail in the Data Quality Plan and summarized here.

Definition: Data quality refers to the timelessness, completeness, and accuracy of information collected and reported in the HMIS.

Data Timeliness: End users must enter all HMIS data into HMIS within 5 business days of collecting the HMIS data. This applies to times data is collected, including update and annual assessments.

Data Completeness: All data entered into HMIS is complete.

Data Accuracy: All data entered shall be collected and entered in a common and consistent manner across all programs.

- Upon agreement, participating agencies will collect and enter as much relevant client data as possible for the purposes of providing services to that client.
- All data will be input into the system no more than 5 business days after it is collected.
- Data Quality Reports (DQR) will be sent to the agency point of contact monthly. The point of contact is expected to review and distribute these reports to all other end users in the organization and make corrections accordingly in a timely manner.
- End users will be required to correct any identified data errors and will be monitored for compliance by the participating agency and the HMIS staff.
- End users may be required to attend additional training as needed.
- In the case of egregious and repeated data quality errors, BCEH can suspend or revoke HMIS access to the end user and/or participating organization.

## *Data Use and Disclosure*

Client data may be used or disclosed for system administration, technical support, program compliance, analytical use, and other purposes as required by law. Use involves sharing parts of client information with staff within a participating agency. Disclosures involve sharing parts of client information with staff or organizations outside of the participating agency.

Participating agencies may use data contained in the system to support the delivery of services to clients. Agencies may use client information internally for administrative functions, technical support, and management purposes. Participating agencies may also use client information for internal program analysis, such as analyzing client outcomes to evaluate program effectiveness.

## *Data Release*

Data release refers to the dissemination of aggregate or anonymous client-level data for the purposes of system administration, technical support, program compliance, and analytical use.

- No identifiable client data will be released to any person, agency, or organization for any purpose without written permission from the client, pursuant to federal and state law.
- Aggregate data may be released without agency permission at the discretion of the CoC or HMIS Lead Agency. It may not release any personal identifiable client data to any group or individual without written permission from the client.
- The participating agency will uphold federal and state confidentiality regulations to protect client records and privacy. In addition, the participating agency will only release client records with written consent by the client, unless provided for in the regulations.
- Anyone requesting data from the HMIS Lead Agency must fill out a Data Request Form on the CoC website (bceh.org). HMIS staff will confirm receipt of these requests within two business days; the final data report response time will vary depending on the complexity of the request and organizations must plan accordingly.

### ***Federal Reporting Requirements***

BCEH, as the HMIS Lead Agency for the CoC, is required by HUD to participate in HMIS federal reporting on behalf of the City of Reading and Berks County CoC to receive federal funding for ending homelessness.

By participating in HMIS, the participating agency acknowledges and understands that data entered in HMIS for their programs may be included in applicable and required federal reporting.

<b>Report</b>	<b>Project Types Included</b>
Point-in-Time Sheltered Count	<ol style="list-style-type: none"> <li>1. Emergency Shelter</li> <li>2. Transitional Housing</li> </ol>
Housing Inventory Count	<ol style="list-style-type: none"> <li>1. Emergency Shelter</li> <li>2. Transitional Housing</li> <li>3. Rapid Re-Housing</li> <li>4. Permanent Supportive Housing</li> <li>5. Other Permanent Housing</li> </ol>
Longitudinal Systems Analysis	<ol style="list-style-type: none"> <li>1. Emergency Shelter</li> <li>2. Transitional Housing</li> <li>3. Permanent Supportive Housing</li> </ol>
System Performance Measures	<ol style="list-style-type: none"> <li>1. Emergency Shelter</li> <li>2. Transitional Housing</li> <li>3. Rapid Rehousing</li> <li>4. Permanent Supportive Housing</li> <li>5. Other Permanent Housing</li> <li>6. Street Outreach</li> </ol>



Each participating agency agrees to work collaboratively with BCEH and CoC staff to ensure accuracy of data and project settings in HMIS for these reports. Project types included in federal reports on homelessness are subject to change over time in response to HUD requirements.

Questions about HMIS federal reporting should be directed to the HMIS team at BCEH.

## Community-Wide Minimum Standards

<b>Standard</b>	<b>Policy</b>
<b>Data Timeliness</b>	Maximum of 5 days after entry
	Maximum of 5 days after exit
<b>Data Completeness</b>	Only clients entering a program are entered into the system
	All household info is entered at entry
<b>Data Accuracy</b>	Data is 95% accurate by field
<b>Privacy</b>	Privacy Policy and Privacy Notice posted at intake stations in Spanish and English
	It is encouraged to use the official HMIS Privacy Policy, however if any agency chooses to use its own policy, it will be reviewed against the CoC policy for completeness.
<b>Informed Consent and Release of Information</b>	Each agency has developed and implemented procedures to inform clients of data use.
	Use a client consent form allowing clients to “opt out” if desired.
<b>Confidential Data and Security</b>	Workstations are password protected and sheltered from the public. PPI is kept for 7 years and is secured. Secure disposal procedures are in place.
	Agencies provide virus protection, anti-spy ware and firewalls
<b>Monitoring &amp; Responsibility</b>	Monitor monthly via DQR
	Agency point of contact is identified as having the responsibility to review and address data quality issues.

# Appendix A: HMIS MOU

## Berks County Homeless Management Information System Memorandum of Understanding

This agreement is entered into and renewable annually by mutual consent of both parties, Berks Coalition to End Homelessness (BCEH) located at 831 Walnut St, Reading PA 19601 and [AGENCY located at [ADDRESS] (AGENCY).

BCEH is the HMIS lead agency responsible for the management of data on homeless services in Berks County. In accordance with the U.S. Department of Housing and Urban Development data collection mandates, BCEH implements and operates a Homeless Management Information System (HMIS) called WellSky Community Services for client tracking throughout the Reading and Berks County Continuum of Care (CoC).

### **BCEH and [AGENCY] mutually agree to the following:**

- BCEH will allow the AGENCY to utilize WellSky Community Services (the system), an Internet-based HMIS developed by WellSky Information Systems (WELLSKY), for the purposes of client tracking and case management for homeless services provided through the agency.
- BCEH will contract with WELLSKY for the hardware and software services for the HMIS system. The AGENCY may not contact WELLSKY directly and/or request changes from WELLSKY to the software. All contact and/or requests will be made through BCEH
- The AGENCY will comply with the BCEH HMIS Policies and Procedures Manual and the HMIS Privacy Policy for the use of the system and will designate an Agency Administrator to monitor users for adherence to said policies
- Both BCEH and the AGENCY will operate in accordance with HUD's currently published HMIS Data and Technical Standards
- The AGENCY will collect and enter HMIS data into the HMIS system for all AGENCY programs that are active in the HMIS.
- The AGENCY will ensure all clients/consumers sign a Release of Information prior to entering the client data into the HMIS. AGENCY will not knowingly enter false or misleading data under any circumstances, and will ensure all data is accurate, complete, and timely. A separate Release of Information will be signed by any client if AGENCY releases HMIS information to a non-HMIS participating agency.

- BCEH may use aggregate data for funding or planning purposes pertaining to providing services to the people experiencing homelessness. AGENCY may request from BCEH aggregate data or assistance in collecting data at any time.
- AGENCY will communicate with BCEH when there are new staff members that need access to the HMIS system. BCEH will create the account, assign licenses, and provide training; AGENCY will ensure the new user attends the training and signs the End User Agreement before regularly using the system.
- BCEH will provide training updates as necessary due to staff changes at the AGENCY and updates to the HMIS system. AGENCY shall send one representative, at a minimum, to all user’s group meetings and training sessions.
- BCEH has the right to terminate this agreement at any time if the BCEH HMIS Policies and Procedures Manual is not followed.
- BCEH is responsible for ensuring that the contract terms of the agreement with WELLSKY continue to be satisfied so that all agency data remains secure.

**EXTENT OF AGREEMENT**

*The signing of this Memorandum of Understanding certifies concurrence with the terms and conditions agreed upon by both parties hereto; no other agreement, oral or otherwise shall be deemed to exist or be binding*

**AGENCY:**

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Signature and Title of Agency Representative

Date

**Berks Coalition to End Homelessness:**

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Assistant Director - BCEH

Date

# Appendix B: Client ROI

## CLIENT RELEASE OF INFORMATION AUTHORIZATION Reading/Berks County Continuum of Care HMIS

I, \_\_\_\_\_, give my permission to this agency of Reading and Berks County, its Director, and Case Manager(s) to release information on myself and my dependent children, as specified below, to member agencies of the Homeless Management Information System (HMIS).

1. A portion of the information provided may be shared between agencies that use this system. If you consent, we have the ability to share and discuss your information with the agencies that you have indicated below.
2. This consent form expires three (3) years after the signature. Consent can be withdrawn at any time by verbal or written notice to this agency of Reading and Berks County. If withdrawn, personal information will be secured to prevent access by all other agencies. Your information remains in the system, however organizations may not discuss it.
3. Aggregate or statistical data that is released from the HMIS database will not disclose personal identifying information.
4. I permit this agency of Reading and Berks County to allow the following agencies to share and discuss my demographic information for intake assessment and/or provision of services. I understand that all agencies will have access to read the information.

**ALL**(Initial here for all the agencies listed below): \_\_\_\_\_

**SOME**(Initial below for permission to specific agencies listed below):

_____ Berks Coalition to End Homelessness	_____ Friend Inc.
_____ Berks Counseling Center	_____ Hope Rescue Mission
_____ Berks County VA	_____ Mary's Shelter
_____ BCAP	_____ Opportunity House
_____ BCIU	_____ Reading Human Relations
_____ BCPS	_____ Commission
_____ Boyertown Multi-Services	_____ Service Access Management
_____ Catholic Charities	_____ The Salvation Army in Reading
_____ Council on Chemical Abuse	_____ The YMCA of Reading & Berks
_____ Easy Does It, Inc.	_____ County
_____ Family Promise	

**NONE**(Initial here for none the agencies listed above): \_\_\_\_\_

**I have received information contained in the HMIS Privacy Policy; it has been explained to me and I have had the opportunity to ask questions about it.**

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

\_\_\_\_\_  
**Date**

*\*If no selection is made, client signature will provide release for all agencies mentioned on this form.*

### ***For Staff Use Only***

I, \_\_\_\_\_, certify that I have conveyed the information contained in the HMIS Privacy to the individual named above; I have given the individual an opportunity to ask questions about the information and have provided clarifications as needed.

\_\_\_\_\_  
**Staff/Witness Signature**

\_\_\_\_\_  
**Date**

# Appendix C: End User Agreement

Agency/Organization: \_\_\_\_\_

End User's Name: \_\_\_\_\_

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

This agency recognizes the privacy of client needs in the design and management of the Homeless Management Information System (HMIS). This includes both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in our community, and the need to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, HMIS users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed, and used ethically. It is also the responsibility of each user to ensure that client data is only used for the purpose of which it was collected. Proper user training, adherence to the HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital in achieving these goals.

By executing this agreement, you agree to abide by the following client confidentiality provisions:

1. Personal User Identification and Passwords must be kept secure and are not to be shared.
2. A **Release of Information (ROI)** must be signed by each client whose data is to be entered into the HMIS; this consent form must be properly reviewed with the client in a manner that ensures the client fully understands the information. Users must provide clients a copy of the ROI upon client's request.
3. Client consent may be revoked by any client at any time.
4. No client may be denied services for failure to provide consent for HMIS data collection, unless that information is necessary for determining their eligibility for services.
5. Clients have a right to inspect, copy, and request changes in their HMIS records.
6. HMIS Users may not share client information with agencies that do not use HMIS unless a separate ROI is signed by the client.
7. HMIS Users will log off of WellSky Community Services when they must leave the work area where the computer is located.
8. HMIS Users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities.
9. Hard copies of client information from HMIS must be kept in a secure file and be locked. When hard copies are no longer needed, they will be properly destroyed to maintain confidentiality.
10. Any HMIS User found to be in violation of the HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, may be denied access to the HMIS.

## I affirm the following:

1. I have received or I am scheduled for training on how to use the HMIS.
2. I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual.
3. I will maintain the confidentiality of client data in the HMIS as outlined above and in the HMIS Policies and Procedures Manual.
4. I will only collect, enter, and extract data in the HMIS relevant to the delivery of services to people served by my agency.
5. I will be vigilant in my data quality and ensure all data is complete, accurate, and timely.
6. I will notify my supervisor and the HMIS department at BCEH if I notice or suspect a security breach.

Signing below indicates your agreement to comply with this statement of confidentiality. There is no expiration date of this agreement.

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

## Appendix D: Security Plan

**Purpose:** Establish minimum privacy and security standards for the collection and maintenance of HMIS records for every client receiving services by participating agencies.

This HMIS Privacy and Security Plan outlines policies and procedures that all participating agencies must implement to ensure the privacy and security of client data input by agencies.

**Policy:** Participating agencies will provide the following levels of privacy and security protection for each program within HMIS:

- Requesting a unique username and password for each user
- Secure location for equipment used to access HMIS
- Locking screen savers and user profiles on computer equipment
- Virus protection with auto-update enabled
- Individual or network firewall
- Compliance with the HMIS Policy and Procedures Manual
- Protection of all stored HMIS data

**Procedure:** The participating agency point of contact will periodically monitor privacy and security of the participating agency's programs within HMIS. Any area of non-compliance at a participating agency will be corrected immediately BCEH HMIS staff will be notified.

# Appendix E: Privacy Notice

## Berks County Homeless Management Information System

### Privacy Notice

This agency collects information about people who use our homeless services. When we meet with you, we will ask you for information about you and possibly your family. We will put the information you give us into a computer program called the Berks County Homeless Management Information System (or “HMIS”).

We collect personal information directly from you for reasons that are discussed in our Privacy Policy 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 the services for people experiencing homelessness, and to better understand the needs of people experiencing homelessness. We only collect information that we consider to be appropriate. In order to provide or coordinate services, we share your information with other organizations that use HMIS. These organizations are required to have privacy policies in place in order to protect your personal information. You can refuse to answer **any** question at **any** time. You will never be denied help because you didn’t answer a question, unless we need that answer to know if you are eligible for a service.

The collection and use of all personal information is guided by strict standards of confidentiality as outlined in our Privacy Policy Statement. A copy of our agency’s Privacy Policy Statement is available upon request for your review.

# Appendix F: Privacy Policy

## Berks County Homeless Management Information System (HMIS) Privacy Policy Statement

This agency collects information about people who use our homeless services and puts the information you give us into a computer program called WellSky Community Services or HMIS. HMIS data are all stored in one computer system maintained by the Berks Coalition to End Homelessness (BCEH). This Privacy Policy Statement describes the practices connected with the HMIS computer program. A copy of this Privacy Policy Statement, the Privacy Notice and the client ROI are available upon request.

### Scope

This Privacy Policy only applies to the information entered into the HMIS computer program and does not apply to any other website or computer program. We only collect information that we think is appropriate. The collection and use of all personal information is guided by strict standards of confidentiality as outlined in this Privacy Policy Statement.

This document is not a legal contract. We are required to provide and follow the practices described in this Privacy Policy. This Privacy Policy takes effect immediately and will remain in effect until we replace it. The Privacy Policy can be amended. Any changes may affect the uses of information collected before the policy change.

### Purpose of Data Collection

When agencies that use the HMIS computer program meet with you, they may ask you for information about you and possibly your family. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Additional personal information that we collect is important to run our programs, to improve the services for homeless persons, and to better understand the needs of homeless persons.

**You have the right to refuse to answer any question at any time and will not be denied help, unless we need that information to know if you are eligible for a service.**

### What information is collected about you?

- Personal Identifying Information (such as name, social security number, and date of birth)
- Demographic information (such as race, ethnicity, and gender)
- Who is in your household
- Your income and income sources



- Job history
- Services you request or receive
- Military history
- If you are homeless or not
- Living situation and housing history
- Reasons for seeking services
- Educational background
- Self-reported health needs

### **What happens to your information?**

- When you request services from agencies that use the HMIS computer program, the agency will review the client Release of Information (ROI) that describes the data sharing rules within and outside of the computer system.
- After you acknowledge that you understand the Berks County data sharing rules, your information will be entered into the HMIS computer program, which is operated over the internet. The HMIS uses many security protections, as listed in the Security and Confidentiality section of this Privacy Policy, to ensure confidentiality.
- Your current and historical information will be shared with all agencies that use the HMIS system to help you get services more quickly and easily. We also share your information to help you get better services from our agencies.
- If you provide verbal or written permission on the client ROI or an agency's ROI for the additional sharing of your data outside of HMIS, then you and your family's current and historical information in the HMIS system may be shared directly outside of the computer system or with outside agencies for research, reporting, and coordinating services.

### **Uses and Disclosures of your Personal Information**

Once you acknowledge that you understand the HMIS data sharing rules, your current and historical data may be used or shared to:

- provide and coordinate services to you and your family;
- carry out functions related to payment or reimbursement of services;
- carry out administrative functions, such as legal, audit, and management functions;
- provide different summary reports about homelessness as required by law or by the organizations that provide money for these programs;
- create de-identified personal information for additional analysis;

- meet the requirements of the law;
- prevent a serious threat to health or safety;
- report abuse, neglect or domestic violence to a government authority authorized by law to receive these types of reports when required by law, or when the individual agrees to the disclosure, or when the disclosure is allowable by regulations and we feel it is necessary to prevent serious harm to the individual or other potential victims;
- comply with law enforcement requests such as in response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena; a limited and specific inquiry approved by a supervisory official of the law that is necessary for a law enforcement investigation.
- learn about how well we are serving our clients and to find ways to improve those services;
- understand the scope of need for our services in Berks County and to use that information when making decisions about ways to address and end homelessness.

### **Security and Confidentiality Guidelines**

- HMIS operates over the internet. The site is encrypted with a security certificate that keeps the site secure and the information in it protected. Only agencies that use HMIS in Berks County can view and enter information into the HMIS program. HMIS users have a password-protected login to the HMIS computer program. Also, HMIS users receive training on the privacy and security standards outlined in this Privacy Policy Statement and must sign an agreement where they agree to comply with this Privacy Policy.
- Agencies using the HMIS will uphold Federal and State Confidentiality regulations to protect client records and privacy. In addition, they will only release client records outside of the HMIS computer system with written consent by the client, unless otherwise provided for in the regulations.

### **What are your rights under the Privacy Policy?**

- You can refuse to answer any question at any time. You will never be denied help because you didn't answer a question, unless we need that answer to know if you are eligible for a service.
- Your permission to share your current and historical information will last for three years from the date you sign the client ROI. However, the information remains in the system indefinitely. You can cancel this permission to discuss and share information between

agencies at any time by sending a written letter to the agency where you filled out this form or by emailing BCEH at [info@bceh.org](mailto:info@bceh.org).

- You have the right to view and get a copy of your information that is entered into the HMIS system, except in circumstances such as in advance of legal proceedings, if there is information about another individual, if information was provided under a promise of confidentiality, if the sharing of the information would threaten the life or physical safety of an individual. You have the right to receive an explanation about any of your information that you do not understand.
- You have the right to request for a correction when your information in the HMIS system is incorrect or incomplete.
- You have the right to get a copy of this Privacy Policy Statement, the ROI and the Privacy Notice.

#### **COMPLAINT PROCESS:**

If you have a complaint about the HMIS privacy and security policies and practices, please contact the Berks Coalition to End Homelessness.

Berks Coalition to End Homelessness  
600 Penn Street, Reading, PA 19602  
610-372-7222  
[info@bceh.org](mailto:info@bceh.org)

## Appendix G: Data Quality Plan

**Purpose:** Data quality refers to the timeliness, completeness, and accuracy of information collected and reported in the Homeless Management Information System (HMIS). This HMIS Quality Plan outlines policies and procedures that all participating agencies must implement to ensure the data integrity of agencies/programs.

**Policy:** Participating agencies will provide the following levels of data accuracy and timeliness for each program within HMIS:

- All data entered in HMIS will be as accurate and complete as possible.
- All Date of Birth entries will be entered as provided by the client or best estimate of the birth year with the month/day of 01/01 of the approximate year if the client does not provide an exact answer.
- The total number of Blank or Null entries for the Universal Data Elements (UDEs) and their associated “Data Quality” fields will not exceed 5% per month.
  - Null Values are data fields where the answer is missing or not entered.
- The total number of entries that are “Refused (HUD)” and “Don’t Know (HUD)” and “Data not Collected (HUD)” will not exceed 5% per month.
- Data entry must be completed in HMIS by the 5th business day after the date of applicable client interaction or program entry/exit.

**Procedure:** The participating agency point of contact will perform regular data integrity checks on the participating agency’s programs within HMIS. Any patterns of error at a participating agency must be corrected. BCEH HMIS staff will provide a copy of the Data Quality Reports to the agency point of contact every month. The agency point of contact is expected to review and distribute this report to all agency end users and address any errors or null values. BCEH HMIS Staff will also review these reports monthly and notify agency point of contact of consistent errors.

1. BCEH HMIS staff will run “Data Completeness Report Card” for all programs within HMIS for the participating agency.
2. BCEH HMIS staff will individually email each agency point of contact their report and provide any feedback on the reports.
3. Agency point of contact will review the reports, distribute the information to all agency end users, and correct any issues.

### Participating Agency Responsibilities:

Participating agencies agree to:

1. Assure the accuracy of information entered into HMIS regardless of who entered the data that is not or is no longer accurate. Any updates in information, error or inaccuracy that comes to the attention of the participating agency will be corrected by such agency.

#### Data Tracking of Client Services:

1. The participating agency must track entries and exits into HMIS programs in HMIS. This includes entry, exit, and update/annual assessment data for clients served and recording exit outcome information in HMIS.
2. The participating agency must implement client record keeping procedure(s).
3. Residential projects will maintain up-to-date information in HMIS about who is residing in the program.

#### Reporting Submission Deadlines:

1. Intake data should be entered into the HMIS within five (5) business days of the completion of the intake process.
2. Shelters only: Clients who stayed in shelter during the previous 24-hour period shall be entered into HMIS daily.
3. Complete and accurate data must be entered into HMIS by the 5th business day following the client interaction or program entry/exit.

#### Data Accuracy:

1. All clients must have unique ID numbers, which are generated by the HMIS upon record creation.
2. Missing/Null data in HMIS must be less than 5% per month in total for required fields.
3. "Refused (HUD)" or "Don't Know (HUD)" data in HMIS must be less than 5% per month in total for required fields.
4. No data in HMIS can be incompatible with a program. For example, a family cannot be entered at a single men's shelter.
5. Data in HMIS must accurately reflect client data recorded in the agency's client file and known information about the client and services provided to the client. For example, 'Exit Date' on the paperwork should be the date the client physically exited the program.
6. Annual Assessments in HMIS are required for all clients who are active in a program for a year or more.