

# **OKLAHOMA HOMELESS MANAGEMENT INFORMATION SYSTEM**

## **STANDARD OPERATING POLICIES & PROCEDURES MANUAL**

### **Center for Housing Solutions, Inc.**

**Lead Agency for Tulsa City and County Continuum of Care HMIS**

### **The Homeless Alliance**

**Lead Agency for Oklahoma City Continuum of Care HMIS**

**Lead Agency for Oklahoma Balance of State Continuum of Care HMIS**

**Lead Agency for Norman/Cleveland County Continuum of Care HMIS**

### **Community Development Support Association, Inc.**

**Lead Agency for North Central Oklahoma Continuum of Care HMIS**

**Lead Agency for Northeast Oklahoma Continuum of Care HMIS**

**Lead Agency for Southeastern Oklahoma Regional Continuum of Care HMIS**

### **Q.U.E.S.T. Ministries of Oklahoma, Inc.**

**Lead Agency for Southwest Oklahoma Regional Continuum of Care HMIS**

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## INTRODUCTION

Homeless Management Information System (HMIS) is a local information system utilized to collect client-level data and data on the provision of housing and services to individuals and families that are currently experiencing homelessness or at risk of homelessness. The HMIS includes eight Continuums of Care (CoCs) representing 77 counties. HMIS allows organizations to collect client information electronically, coordinate client services and produce reports. The use of HMIS to collect data is mandated by the U.S. Department of Housing and Urban Development for all recipients of grants from the programs authorized by Title IV of the McKinney-Vento Act, with the exception of victim or legal service providers as outlined in 24 CFR 580.25(d).

The goal of the HMIS system is to provide standardized and timely information to improve access to housing and services, and strengthen our efforts to prevent, divert and end homelessness.

The HMIS utilizes Community Services, a web-based software application hosted by the software vendor, WellSky Medisoft Information Systems, Inc.

### **The Homeless Management Information System is used to:**

1. Collect individual client demographic and service information;
2. Collect household information;
3. Allow providers the capacity to share client data with other service providers;
4. Decrease duplicative intake and assessment data;
5. Streamline access to services for clients;
6. Coordination of client services with other agencies;
7. Produce aggregate reports required by the U.S. Department of Housing & Urban Development, U.S. Department of Veteran Affairs (VA), U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS), eight Oklahoma Continuum of Care, and other participating entities;
8. Produce provider level reports for funding entities, boards, program managers and other stakeholders; and
9. Produce aggregate reports that can provide a picture of the extent and nature of homelessness to inform the community's efforts to end homelessness.

## HMIS STRUCTURE

Housing Solutions serves as the single statewide contractor who contracts with WellSky Medisoft Information Systems, Inc. to use the Community Services HMIS software, hosted on WellSky Medisoft Information Systems servers, for all participating CoCs in Oklahoma. HMIS Lead Agencies (HLA) include:

1. Housing Solutions for the Tulsa City and County CoC
2. The Homeless Alliance for the:
  - Oklahoma City CoC;
  - Oklahoma Balance of State CoC; and

- Norman/Cleveland County CoC.
3. Community Development Support Association, Inc.
    - North Central Oklahoma CoC;
    - Northeast Oklahoma CoC; and
    - Southeastern Oklahoma Regional CoC.
  4. Q.U.E.S.T. Ministries of Oklahoma, Inc.
    - Southwestern Oklahoma Regional CoC

HMIS user licenses are provided to participating organizations by their respective HLA.

## HMIS GOVERNANCE

Each CoC has its own governance charter with rules and processes for HMIS governance. In the event that a CoC desires to make changes to the HMIS system that would impact multiple CoCs, the HMIS Leads shall coordinate with each other to ensure all interested parties agree to the changes.

## POLICIES AND PROCEDURES UPDATES

The Homeless Management Information System Policies and Procedures guide the operation of the HMIS and are applicable to Contributing HMIS Organizations (CHO), and the CoC. This manual contains all operational policies and procedures related to the HMIS Standard Operating Policies and Procedures manual. These policies and procedures will be modified as circumstances dictate. Any changes suggested by any party in a local CoC or participating HMIS agency to their HLA shall be presented to the Oklahoma Statewide HMIS Governance for consideration. A decision on each suggestion will be made according to the HMIS User and Policy Committee procedure for making decisions. Oklahoma Statewide HMIS Governance is responsible for updating HMIS Standard Operating Policies and Procedures manual and communicating changes to the HLAs. This manual will be reviewed and updated at least annually as part of the HMIS CoC grant process. Upon final approval by each HLA, updated manuals will be shared with each HLA for distribution to their CHOs.

### **Inquiries about these policies and procedures may be directed to:**

1. Center for Housing Solutions, Inc., Contractual CoC HMIS Lead and HMIS Administrator
  - a. Email: [odentonkoopman@housingsolutionstulsa.org](mailto:odentonkoopman@housingsolutionstulsa.org)
2. Community Development Support Association, Inc
  - a. Email: [jade.powell@cdsaok.org](mailto:jade.powell@cdsaok.org)
3. The Homeless Alliance, HMIS Administrator
  - a. Email: [hmis@isok.biz](mailto:hmis@isok.biz)
4. Q.U.E.S.T Ministries of Oklahoma, Inc.
  - a. Email: [hmis@isok.biz](mailto:hmis@isok.biz)

## **HIPAA AND HMIS**

The participating Oklahoma CoC's have adopted the standards contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 45 CFR Parts 160, 162 and 164 and as amended by the HITECH Act portion of the American Recovery and Reinvestment Act of 2009 as best practice. The Community Services software allows each contributing homeless organization to establish with whom, and to what extent, each client's information is shared. Explicit action is required for any client data beyond the core client record information to be made available to another organization. These capabilities provide the safeguards to meet all responsibilities under HIPAA/HITECH and other laws protecting the privacy of information. Elements shared on non-closed records enable client lookup to de-duplicate accounts within the system.

In order to comply with the Administrative Simplification provisions of the regulations adopted under HIPAA/HITECH, all Contributing Homeless Organizations that are a Covered Entity, as defined by HIPAA, shall enter into a Business Associate Agreement with the corresponding HMIS Lead Agency.

A Memorandum of Agreement (MOA) is signed by each contributing homeless organization that uses HMIS. The MOA includes a requirement to obtain written authorization from the client for use and disclose of their information in any manner not allowed by HIPAA. The MOA includes a business associate contract addendum for organizations that are covered entities under HIPAA. These agreements ensure that each organization understands and accepts their responsibilities in protecting the privacy and security of client data. Housing Solutions as the state contracting agency of the HMIS has entered a business associate contract with the Community Services software vendor, WellSky Medware Information Systems Inc.

## **HUD HMIS DATA AND TECHNICAL STANDARDS**

The U.S. Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA) released the [HMIS Data Standards](#). The HMIS Data Standards provide communities with baseline data collection requirements developed by HUD, HHS, and VA.

The HMIS Data Dictionary and the HMIS Data Standards Manual provide documentation of requirements for the programming and use of all HMIS systems and comparable database systems. The HMIS Data Dictionary is designed for HMIS vendors and HMIS Lead Agency system administrators to identify the data elements required in an HMIS and understand the function and specific use of each element by the appropriate federal partner.

The privacy and security section in the [Homeless Management Information Systems \(HMIS\): Data and Technical Standards Final Notice](#), referred to herein as the "HMIS Notice", effective August 30, 2004 provides baseline standards required of all programs that record, use or process HMIS data. According to the HMIS Notice and its amendments, these required baseline standards are based on common principles of fair information practices and security standards recognized by the information privacy and technology communities as appropriate for securing and protecting personal information and rely on software applications that typically come with hardware purchased within recent years.

These privacy and security standards in the HMIS Notice apply to any homeless assistance organization that records, uses or processes protected personal information (PPI) for an HMIS. A provider that meets this definition is referred to as a covered homeless organization (CHO). All PPI maintained by a CHO is subject to these standards. Any CHO that is covered under HIPAA is not required to comply with the privacy or security standards in this Notice if the CHO determines that a substantial portion of its PPI about homeless individuals is protected health information as defined in the HIPAA rules.

The HMIS Notice and its amendments further explain that HUD has issued these required baseline requirements and additional security protections that communities may choose to implement to further ensure the security of their HMIS data. The HMIS policy and procedures have been designed to meet or exceed the baseline privacy and security protections contained in the HUD HMIS Notice.

## **PRIVACY, SECURITY AND DATA QUALITY PLANS**

As outlined in 24 CFR 578.7(b)(3), *Responsibilities of the Continuum of Care, Designating and Operating an HMIS*, each CoC must review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS. The HMIS Notice, Section 4, *HMIS Privacy and Security Standards*, includes requirements for what must be included in each plan. The Oklahoma plans can be found in the appendices.

## **ROLES AND RESPONSIBILITIES**

### **HMIS LEAD AGENCY RESPONSIBILITIES**

The HMIS Lead agencies as designated for each CoC: Housing Solutions, Homeless Alliance, Community Development Support Association, and QUEST will:

- 1) Maintain the HMIS Memorandum of Agreement (Appendix A) with participating agencies;
- 2) Provide oversight of all contractual agreements with funders, participating organizations and vendors;
- 3) Prepare HMIS renewal grant requests to HUD;
- 4) Prepare required HMIS CoC reports;
- 5) Represent HMIS on CoC committees and subcommittees;
- 6) Provide HMIS project management to maintain and expand the HMIS systems in accordance with Continuum of Care and community priorities;
- 7) Serve as the liaison between WellSky and HMIS participating agencies;
- 8) Maintain a computing infrastructure with Internet access that meets or exceeds the requirements of WellSky;
- 9) Adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice dated July 30, 2004, March 2010 HMIS Data Manual and its amendments;
- 10) Apply system security provisions to all HMIS Lead Agency systems where personal protected information is stored, including, but not limited to, networks, desktops, laptops, mini-computers, mainframes, and servers;

- 11) Provide each participating agency a User Authentication System consisting of a unique username and a password for each authorized user;
- 12) Protect HMIS from viruses by using commercially available virus protection software. Virus protection must include automated scanning and must be regularly updated to maintain optimum protection;
- 13) Protect HMIS from malicious intrusion behind a secure firewall;
- 14) Ensure that when a workstation is not in use HMIS staff log off before leaving their workstation;
- 15) Maintain a User Access Log;
- 16) Ensure HMIS user accounts are inactivated or deleted, as determined by the HMIS Administrator, within 1 business day of notification from the agency that the user is no longer allowed HMIS access.
- 17) Ensure that all HMIS data is encrypted to meet current industry standards prior to electronically transmitting it over the Internet, public accessible networks or phone lines;
- 18) Ensure that HMIS data is stored in a binary, not text, format;
- 19) Provide HMIS Community Services administration and user access to the Community Services software application for organizations using the HMIS;
- 20) Provide configuration of new programs and assessments in Community Services;
- 21) Provide initial training, on-going training and technical support to maintain the HMIS system;
- 22) Develop CoC-wide and organization-specific reports to track unduplicated client records, demographics and service usage;
- 23) Monitor HMIS agencies' compliance with HMIS policies including timeliness and completeness of data;
- 24) Execute an HMIS Memorandum of Agreement with all organizations using the HMIS to prohibit the disclosure of individually identifiable information;
- 25) Adopt and implement a Privacy Policy that is in compliance with the Federal Register HMIS Data and Technical Standards Final Notice and its amendments;
- 26) Update the Homeless Management Information Standard Operating Policies and Procedures Manual as needed to meet current HMIS system requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS;
- 27) Acquire and maintain adequate revenue to effectively fund HMIS;
- 28) Call for and lead meetings of the HMIS Policy and User Committee; and
- 29) Regularly communicate updates and changes to the HMIS Standard Operating Policies and Procedures Manual to the HMIS Policy and User Committee.

#### **HMIS PARTICIPATING AGENCY RESPONSIBILITIES**

Prior to gaining access to the HMIS the following must be completed:

- A Memorandum of Agreement (MOA) must be read and signed by the agency's authorizing representative and executed by the HMIS Lead agency (HLA);
- If the agency is a Covered Entity as defined in HIPAA, a signed Business Associate Security Addendum must be signed by the agency's authorizing representative and executed by the HLA;
- Implement CoC HMIS Privacy Policy that is in compliance with the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to the agency's status;

- Adhere to the baseline security standard requirements for the system application and hardcopy security as outlined in the HUD – Notice:
  - Apply system security provisions where personal protected information is stored, including, but not limited to networks, desktops, laptops, mini-computers, mainframes and servers;
  - Protect HMIS from viruses by using commercially available virus protection software. Virus protection software must include automated scanning and must be regularly updated to maintain optimum protection;
  - Protect HMIS from malicious intrusion behind a secure firewall; and
  - Ensure that when a workstation is not in use, the HMIS user logs off of system before the leaving their workstation.
- Complete an agency technology audit with the staff responsible for HMIS to ensure computing infrastructure and Internet access meets or exceeds the requirements of WellSky and security protocols as defined in the Federal Register HMIS privacy and security Notice;
- *HMIS User Policy Responsibility Statement* must be read and signed by user(s) prior to being issued access to the system; Originals will be kept on file in employee records. A copy of the current HMIS User and Responsibility statements will be provided to the HMIS Lead Agency;
- Organization must consult with the HMIS Lead Agency to configure security settings of each Community Services assessment dataset and designate exceptions (if any) to security settings prior to implementing the HMIS system;
- Comply with all federal and state laws, rules and regulations that may apply to the use, collection, disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA is not required to comply with the privacy or security standards in the HMIS Data and Technical Standards Final Notice, dated July 20, 2004 and its amendments if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules;
- Comply with the Homeless Management Information System Standard Operating Policies and Procedures in this manual;
- Require all users to complete the HMIS User and Client Authorization Management, Release of Information (ROI) training prior to being issued a Community Services user ID;
- Require all an agency’s users to renew the *HMIS User Policy Responsibility Statement* annually to coincide with HMIS HUD funding cycle.
- Maintain internal agency policy and procedures that ensure user access is discontinued immediately in the event user access is no longer authorized. Policy shall include, at a minimum, notification in writing to the HMIS Lead Agency upon termination of access rights;
- If applicable, verify the accuracy and completeness of Agency resource information, at least annually, and update utilizing the AIRS Taxonomy codes;
- Cooperate with other agencies utilizing HMIS in the coordination of services for clients accessing multiple agencies to ensure mutual benefit of the client, the agencies, and community;
- Obtain written use and disclosure authorization from the client using a client *Use and Disclosure of Protected Health Information* agreement form approved by HMIS Policy Committee before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws;



- Retain original signed *Use and Disclosure of Protected Health Information* documents at least six years from the date they cease to be in effect (from expiration or revocation);
- Safeguard information collected from clients or shared by other organizations as defined in the U.S. Housing and Urban Development in Federal Register HMIS Data and Technical Standards and its amendments;
- Authorize HMIS Lead Agency to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule; and
- Authorize HMIS Lead Agency to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

- **HMIS USER ROLES AND RESPONSIBILITIES**

HMIS users are responsible for ethical use of the software, tools and features within the system for the purpose for which they are intended in accordance with the policies and procedures in this manual and each agency's policies.

A signature on the HMIS User Policy and Responsibility statement by the HMIS User will attest to his/her understanding of and compliance with the following responsibilities.

Reference: Appendix F

#### RIGHT TO DENY USER AND PARTICIPATING AGENCIES' ACCESS

A participating agency or user access may be revoked for violation of the security protocols. Serious or repeated violation by users of the system may result in the suspension or revocation of an agency's access.

- All suspected violations of any security protocols shall be investigated by the agency, and the HMIS Lead Agency, if needed.
- HMIS technical staff retains the right to terminate user access if a breach of security is suspected. User access status will remain deactivated until Agency and HMIS Staff are satisfied that the situation has been resolved.
- Any user found to be in violation of security protocols will be sanctioned by his/her agency. Sanctions may include but are not limited to: a formal letter of reprimand, suspension of system privileges, revocation of system privileges, termination of employment, and/or criminal prosecution.
- Any agency that is found to have consistently and/or flagrantly violated security protocols may have their access privileges suspended or revoked.
- Revoked license(s) can be appealed to the governing CoC.

## **CLIENT AUTHORIZATION FOR USE & DISCLOSURE OF INFORMATION**

An underlying philosophy of the HMIS stakeholder group is respect for the personal data of each individual. It is the intent of the HMIS stakeholder group to develop and implement policies to provide protection of personal data that meets or exceeds all applicable state and federal statutes. Clients must give informed consent to having their data entered into the system. Explicit authorization and permission from clients is required before identifiable client information can be released. They may decide not to participate and they may not be denied services for lack of participation. Client information may also be released as permitted under state and federal statutes. In addition, the client has the right to have access to their own data.

Reference: Appendix I

## **INTERAGENCY DATA SHARING**

A primary objective of the HMIS is to create a shared database system that can be used to streamline client access to services and facilitate the coordination of client services. To accomplish that objective, the HMIS interagency data sharing protocols have been designed as an open system with the ability for individual agencies to selectively restrict data sharing between agencies. The Community Services software application used by the system has a multi-level security configuration that can be selectively set to meet the agency-specific requirements.

- Each participating agency is responsible for upholding 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 otherwise provided for in the regulations or other applicable laws.
- Participating Agency will abide specifically by the Federal confidentiality rules regarding disclosure of alcohol and/or drug abuse records.
- The Community Services software used by the HMIS security settings will be configured to default any sharing of all client data beyond the core client record when a client release of information authorization has been activated for that record.
- It is the responsibility of each participating Agency to determine the extent of interagency data sharing that meets Agency policy and complies with all applicable Federal and State confidentiality regulations to protect client records and privacy.
- Each Agency Administrator must consult with the HMIS Technical Staff to configure agency security settings of each Community Services assessment dataset and designate exceptions (if any) to security settings prior to implementing the HMIS system.

## **PUBLIC NOTICE**

The Federal Register HMIS Data and Technical Standard Notice and its amendments require a baseline requirement that every Covered Homeless Organization (CHO) post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting protected personal information (PPI). While Policy requires written consent, individual Providers can use the following language to assure that they meet this HUD baseline standard.

Reference: Appendix H

## **DATA ELEMENTS TO BE COLLECTED**

The U.S. Department of Housing and Urban Development (HUD) HMIS Data Dictionary and the HMIS Data Standards Manual provide the documentation of requirements for the programming and use of all HMIS systems and comparable database systems.

The Community Services software application is configured to capture all HUD required universal and program-specific data elements for programs receiving McKinney-Vento/HEARTH Act federal funding and for programs funded through the American Reinvestment and Renewal Act of 2009 and other funded programs which require HMIS. The Community Services software application is updated as needed to remain compliant with HUD data standards and reporting requirements.

Universal Data Elements as defined in HUD HMIS Data Standards are required for all HMIS programs receiving federal funding and for and are recommended for all HMIS Users. HUD also defines program level data elements that are required to be used by each funded program depending on its program type.

Program Entry/Exits – Programs recording clients' entry into their programs and exit from their programs using the HMIS Entry/Exit functionality are required to create the entry record within 3 days of program entry and create the exit record within 3 days of program exit. The information requested by the HMIS Entry and Exit screens attached to a program will be updated as part of this process.

Shelter Service Start and Service End – Shelters recording clients' entry into their shelters and exit from their shelters using the HMIS Services or Bed List functionality are required to create the entry record within 3 days of shelter entry and create the exit record within 3 days of shelter exit. The information requested by the HMIS shelter screens attached to a shelter will be updated as part of this process.

## **HMIS DATA RELEASE POLICY**

A goal of the HMIS is to inform public policy about the extent and nature of homelessness in the community. This is accomplished through analysis of data that is gathered from the actual experiences of persons who are currently or formerly experiencing homelessness and the service providers who assist them in shelters and homeless assistance programs. Information that is gathered

via interviews and intake assessments conducted by service providers with consumers is entered into the HMIS database system and periodically analyzed. The resulting statistics are used to develop an unduplicated count, aggregated (void of any identifying client level information) and made available to policy makers, service providers, advocates, and consumer representatives. The HMIS Technical staff will run management reports for HMIS participating agencies on a periodic basis and on as need basis contingent upon availability of HMIS Technical staff.

**Principles for release of data:**

- Only de-identified aggregate data will be released except as specified below.
- No identified client data may be released without informed consent unless otherwise specified by Oklahoma State and Federal confidentiality laws. All requests for such information must be addressed to the specified owner/ participating agency where the data was collected.
- Program specific information used for annual grant program reports and program specific information included in grant applications is classified as public information.
- Reports of aggregate data may be made directly available to the public.
- Parameters of the aggregate data, that is where the data comes from and what it includes, will be presented with each report.
- Management reports that are created by Agency HMIS Administrator or by Technical Staff on behalf of the Agency are for internal use only are not to be distributed to third parties or intended for statistical analysis or use in independent studies.

**USER IDENTITY MANAGEMENT**

Each user of the Community Services application must have a unique ID. Sharing of the user ID is a violation of the software license agreement. Your password must be 8 to 50 characters in length and must contain at least two numerals and a special character within the password. Your password will expire every 45 days, at that time you will be prompted to choose a new password. You cannot re-use the current password.

If you forget your password, use the system's password reset functionality or contact the administrator to receive a new temporary password. System Administrators are responsible for validating, establishing, and granting security permissions and making sure security procedures are followed.

- Usernames will be unique for each user and should not be shared. Recommended username will be first initial and last name.
- The System Administrator will have access to the complete list of Community Services users.
- The System Administrator will be responsible for deleting accounts held by former employees upon notification of the employees' departure.

The security of the database within the Community Services application is of great concern since it contains sensitive client data.

- 1.) ***Do not share your password or account with any other user.***
- 2.) ***Do not write your password down and do not let your browser store your password.***
- 3.) ***When you see the prompt offering to save your login information always answer 'no' or 'never for this site'.***
- 4.) ***DO NOT use obvious, trivial, or predictable passwords. Obvious, predictable and trivial passwords include: names of relatives or pets; street names; days and months; repetitive characters; dictionary words; and common words such as PASSWORD, SECURITY, SECRET, etc.***

NOTE: Password protection has been used for many years to control access to computer information. Your computer password is your personal key to a computer system. Passwords help ensure that only authorized individuals access computer systems. Passwords also help to determine accountabilities for all transactions and other changes made to system resources, including data. If you share your password with a colleague or friend, you will be giving an unauthorized individual access to the system. *The relevant authorized user(s) will be held responsible if an unauthorized individual uses their access privileges to view and/or disclose confidential information, make unauthorized changes to the data or damage the information on the system.* The System Administrator has the capability of performing audits of the system to track unauthorized use. Unauthorized use could result in termination of user access.

## **DATA ACCESS LOCATION**

Users are not permitted to access the Homeless Management Information System via the Web from unauthorized public locations where the potential exists for viewing of client information from unauthorized persons. Access is allowed only from authorized agency locations.

## **HMIS AGENCY TECHNICAL SUPPORT REQUIREMENTS**

Participating agencies are responsible for providing their own technical support for all hardware systems used to connect to HMIS.

- Ongoing maintenance and support of Personal Computer and printer hardware will also be the responsibility of the agency.
- Communication and Internet connection difficulties will be managed between the agencies and the appropriate Internet Service Provider selected by that agency.
- System Administrator will provide troubleshooting and problem analysis/triage related to HMIS application usage. If any difficulty is traced to agency hardware or agency Internet connection, System Administrator will not be obligated to interface directly with any hardware manufacturer and/or ISP. The System Administrator will only be obligated to interface directly with hardware manufacturers or ISP's as it pertains to the function of the system hosting organization's responsibility. The System Administrator will attempt to continue to support and assist the agencies until resolution of the issue/problem, but the

primary responsible entity for resolving hardware and Internet communication problems will be the agency. The System Administrator will be the primary responsible entity for resolving application specific HMIS problems.

## APPENDIX A: HMIS MEMORANDUM OF AGREEMENT.

REVISED MAY 2023

### INSERT COC NAME Continuum of Care Homeless Management Information System

#### Participation Agreement

This agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between INSERT HMIS LEAD AGENCY NAME, an Oklahoma non-profit corporation (hereafter referred to as "HMIS Lead Agency") and INSERT HMIS PARTICIPATING AGENCY NAME (hereafter referred to as "HMIS Participating Agency"), outlines points of agreement for the use of the Homeless Management Information System, hereafter known as "HMIS." The HMIS Participating Agency is a Covered Homeless Organization ("CHO") as defined by the U.S. Dept of Housing and Urban Development in Federal Register HMIS Data and Technical Standards Final Notice, dated July 20, 2004 or as amended. As defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HMIS Participating Agency is:

A Covered Entity. The Business Associate Agreement will be attached to and made a part of this HMIS Participation Agreement with all agencies that are *Covered Entities* as defined by the Health and Insurance Portability Accountability Act of 1996 (HIPAA).

Not A Covered Entity

This agreement is effective as of the date shown below and remains in effect indefinitely, unless terminated earlier in writing by either of the parties on 45 days' written notice.

The HMIS is a web-based information management system designed to assist providers of services to homeless and formerly homeless and those at risk of homelessness to facilitate client intake, data collection and reporting, and to determine community resource availability. HMIS also enables the sharing of client information with other providers where allowed by law or authorized by the client to assist in collaboration on client-related activities such as referrals to other agencies, appointment scheduling, coordination of services and case management.

The HMIS utilizes the Community Services (formerly ServicePoint) software product from WellSky. The Community Services (formerly ServicePoint) product is operated from a computing infrastructure operated and maintained by WellSky and administered locally by HMIS Lead Agency and its agents. HMIS Lead Agency may engage an independent contractor, to manage administration on its behalf.

HMIS Participating Agency Responsibilities:

- HMIS Participating Agency will comply with all federal and state laws, rules and regulations that apply to the use of HMIS and the collection, use and disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA/HITECH is not required to comply with the privacy or security standards in the Federal Register HMIS Data and Technical Standards Final Notice, dated July 20, 2004 or as amended if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules.

- HMIS Participating Agency will comply with the operational policies and procedures in the Homeless Management Information System Standard Operating Policies and Procedures.
- HMIS Participating Agency will adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards, or the HIPAA rules, as is applicable to HMIS Participating Agency's status as a CHO.
- HMIS Participating Agency will require all HMIS Participating Agency HMIS Users to complete new user training prior to being issued a HMIS User ID.
- HMIS Participating Agency will require all HMIS Participating Agency HMIS users sign the HMIS User Policy Responsibility Statement.
- HMIS Participating Agency will require the HMIS Participating Agency administrator take necessary steps to ensure that user access is discontinued immediately upon the effective date that the HMIS Participating Agency user is no longer employed by the HMIS Participating Agency or otherwise no longer authorized to be user. Action will include, at minimum, notifying the HMIS Lead Agency in writing of user right termination at least five business prior days to effective date or immediately upon termination of rights if prior notice is not available.
- HMIS Participating Agency will verify the accuracy and completeness of HMIS Participating Agency resource information in HMIS on at least an annual basis.
- Cooperate with other agencies utilizing HMIS in the coordination of care and case management for clients accessing services from multiple agencies for the mutual benefit of the client, the agencies, and the community.
- Obtain written authorization from the client using a client authorization for release of protected information form before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws.
- Retain original signed *Authorization for Use or Disclosure of Protected Health Information* documentation at least six years from the date they cease to be in effect (from expiration or revocation).
- Safeguard information collected from clients or shared by other organizations per Federal Register the most recent [HMIS Data Standards](#), as amended, and/or HIPAA Privacy rules as applicable.
- Authorize HMIS Lead Agency to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule.
- Authorize HMIS Lead Agency to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

#### HMIS Lead Agency Responsibilities:

- HMIS Lead Agency will provide the HMIS Participating Agency 24-hour access to the HMIS data collection system, via internet connection.
- HMIS Lead Agency will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register/vol. 69. No. 146/Friday July 30, 2004 or as amended.
- HMIS Participating Agency retains ownership of the data that it enters into HMIS. HMIS Participating Agency may access this data online via HMIS or can obtain copies of data as extracted files by request from HMIS Lead Agency.
- HMIS Participating Agency retains decision-making authority on items related to HMIS Participating Agency operations and service delivery, including eligibility criteria for services and the means and mechanisms for providing services.
- HMIS Lead Agency will provide model Privacy Notices, Client Release forms, and other templates for agreements that may be adopted or adapted in local implementation of HMIS functions.
- HMIS Lead Agency will provide HMIS Community Services (formerly ServicePoint) administration and user access.



- HMIS Lead Agency will provide both initial training and periodic updates to that training for core HMIS Participating Agency staff regarding the use of HMIS, with the expectation that the HMIS Participating Agency will take responsibility for conveying this information to all HMIS Participating Agency staff using the system.
- HMIS Lead Agency will provide basic user support and technical assistance (i.e., general troubleshooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 AM. to 5:00 PM. on Monday through Friday (with the exclusion of holidays). HMIS staff will also be accessible during non-standard operating hours in accord with procedures that will be agreed in writing between HMIS Participating Agency and HMIS Lead Agency.
- HMIS Lead Agency will not publish reports on client data that identify specific agencies or persons, without prior HMIS Participating Agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the HMIS database.
- HMIS Lead Agency's publication practice will be governed by policies established by HMIS Lead Agency and HMIS Participating Agency's designees level for statewide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.
- Update the HMIS Standard Operating Policies and Procedures as needed to meet current requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS.
- Notify HMIS Participating Agency in writing at least 30 days prior to the effective date of changes to the HMIS Homeless Management Information Standard Operating Policies and Procedures.
- Execute a HMIS Participation Agreement with all organizations using the HMIS that prohibits the re-disclosure of individually identifiable information.
- Act as liaison between HMIS Participating Agency and WellSky Corporation.
- HMIS Lead Agency shall adhere to security standards and requirements for system application outlined in Federal Register/vol. 69 No. 146/Friday July 30, 2004, as subsequently amended.
- Except for claims for which the parties have insurance, and only after any available insurance proceeds are applied to cover the claims, then HMIS Lead Agency shall indemnify, defend and hold harmless HMIS Participating Agency from and against legal liability and damages including any claims, causes of action cost, attorneys' fees or other expenses of any nature arising from any acts, omissions or negligence on the part of HMIS Lead Agency, its' employees, contractors, subcontractors, representatives, agents or designees. To the extent that any such claims, liabilities, costs, damages, or expenses are covered by available insurance purchased by HMIS Lead Agency, HMIS Participating Agency will not be required to reimburse HMIS Lead Agency for the same, or for any deductible amount due to access the insurance coverage. The obligation of HMIS Lead Agency to indemnify HMIS Participating Agency shall not apply to the extent that such application would nullify any existing insurance coverage of HMIS Lead Agency or the portion of any claim of loss in which an insurer is obligated to defend or satisfy the claim. HMIS Participating Agency will remain responsible for its errors or omissions, and those of any HMIS Participating Agency employees, agents, contractors, or commissioners.
- So long as this agreement is in effect, HMIS Lead Agency shall provide HMIS Participating Agency with a certificate of insurance for General Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. HMIS Lead Agency will also maintain workmen's compensation insurance for all HMIS Lead Agency employees and contractors in the amount required by law. HMIS Lead Agency shall name HMIS Participating Agency as an additional insured on all policies.

WellSky Corporation is solely responsible for any warranty of the capabilities of the Community Services (formerly ServicePoint) software. In no event shall HMIS Lead Agency be liable for indirect, consequential punitive or special damages. HMIS Lead Agency shall not be responsible for loss of data or interruption of service caused by HMIS Participating Agency or any other person or entity.

Any disputes regarding this agreement shall be resolved under the laws of the State of Oklahoma and any litigation shall be commenced in INSERT CITY/COUNTY NAME, Oklahoma.

\_\_\_\_\_  
*Name, HMIS Lead Agency*

\_\_\_\_\_  
*Name, HMIS Participating Agency*

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

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

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Signature and Date*

**APPENDIX B: BUSINESS ASSOCIATE AGREEMENT**  
**REVISED OCTOBER 2022**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into effective the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between Center for Housing Solutions, Inc. (the “Business Associate”) and \_\_\_\_\_ (the “Covered Entity”).

**RECITALS**

**WHEREAS**, the Covered Entity and Business Associate have entered into one or more agreements providing, among other things, that Business Associate will perform certain services on behalf of the Covered Entity (collectively, the “Services Agreement”); and

**WHEREAS**, in order to comply with the Administrative Simplification provisions of the regulations adopted under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as set forth in 45 CFR Parts 160, 162 and 164 and as amended by the HITECH Act portion of the American Recovery and Reinvestment Act of 2009, the parties desire to enter into this Agreement in order to comply with such provisions (the “HIPAA Rules”) (45 CFR Parts 160 and 164 being referred to herein as the “Privacy Rule”);

**1. Definitions**

Words and phrases used in this Agreement, including but not limited to capitalized words and phrases, which are not otherwise defined herein shall have the meanings assigned thereto in the HIPAA Rules.

**2. Obligations and Activities of Business Associate**

- a. Business Associate agrees not to use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
- c. Business Associate agrees to report promptly to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410 (described in Section 6. below) and any security incident of which it becomes aware.
- d. In accordance with 45 CFR §§ 502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractor of Business Associate that creates, receives, maintains or transmits protected health information on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement or otherwise to Business Associate with respect to such information.
- e. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably requested by Covered Entity, to protected health information in a designated record set, to Covered Entity in order for Covered Entity to meet the requirements under 45 CFR § 164.524.

- f. To the extent a request is made by the Covered Entity for Business Associate to respond to any request by the Secretary or any other Federal or State authority, Covered Entity shall be responsible for paying for all services related to Business Associate responding to such inquiry and all reasonable costs associated with such response.
- g. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.
- h. Business Associate agrees to provide to Covered Entity in a time and manner as may be reasonably requested by Covered Entity, information collected in accordance with Section 2(g) above, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

### **3. Permitted Use and Disclosure by Business Associate**

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement.
- b. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **4. Obligations of Covered Entity**

- a. Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

### **5. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## 6. **HITECH Act**

Business Associate agrees to report to the Covered Entity, in writing, within ten (10) business days of the Business Associate's discovery of any "Breach", as such term is defined in the HIPAA Rules. The notification to Covered Entity of a Breach will include: (1) a description of what happened, including the date of the Breach, date of the discovery of the Breach, and affected individuals; (2) a description of the types of unsecured PHI that were involved in the Breach; (3) suggested steps affected individuals should take to protect themselves from potential harm resulting from the Breach; and (4) a brief description of what Business Associate is doing to investigate the Breach, mitigate potential harm, and to protect against future Breaches.

## 7. **Protection of Exchanged Information in Electronic Transactions**

If Business Associate conducts any standard transactions for or on behalf of the Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such standard transactions to comply, with each applicable requirement of 45 CFR Part 162.

## 8. **Term**

The term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the provisions of Section 10 below.

## 9. **Termination for Cause**

Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- b. Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not made.

## 10. **Effect of Termination**

- a. Except as provided in subsection (b) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy any protected health information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
- b. If Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall subject the protected health information to the same safeguards as for an active engagement. Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information

to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

#### **11. Indemnification**

To the extent any damages that may arise under this Agreement are covered by insurance, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The parties, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

Except as provided above, Business Associate shall be solely responsible for and shall indemnify and hold Covered Entity and its affiliates harmless from any and all claims, fines, penalties, losses, damages, or causes of action (including court costs and the indemnified party's reasonable attorneys' fees) asserted against or suffered by the indemnified party relating to, resulting from, or arising out of any breach of this Agreement by Business Associate, its employees, agents and/or Subcontractors. The indemnified party shall notify Business Associate promptly of any action or claims threatened against or received by the indemnified party and relating to actions or services of Business Associate and/or its agents, employees, and Subcontractors, and shall provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request. Further, Covered Entity shall be solely responsible for and shall indemnify and hold Business Associate and its affiliates harmless from any and all claims, fines, penalties losses, damages or causes of action (including court costs and the indemnified party's reasonable attorneys' fees) asserted against or suffered by the indemnified party relating to, resulting from, or arising out of any claim against Business Associate, its employees, or Subcontractors, related to this Agreement that arises from harm caused by or wrongful or negligent conduct of Covered Entity or its employees or agents. The indemnified party shall notify Covered Entity promptly of any action or claims threatened against or received by the indemnified party and relating to actions or services of Covered Entity or its agents, employees, or Subcontractors, and shall provide Covered Entity with such cooperation, information, and assistance as Covered Entity shall reasonably request. This Section shall survive the termination of this Agreement.

#### **12. Regulatory References**

A reference in this Agreement to a section in any statute or in the HIPAA Rules means the section as in effect or as amended.

#### **13. Survival**

A Business Associate's obligation to protect the privacy of the protected health information created or received for or from the Plan will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

#### **14. Interpretation and Conflicts**

Any ambiguity in this Agreement or the Services Agreement shall be resolved in favor of a meaning that permits the Plan to comply with HIPAA and the HIPAA Rules. In the event of conflicting terms or conditions with prior agreements between the parties, this Agreement shall supersede any such previous agreement.

15. **No Third-Party Beneficiary**

Nothing express or implied in this Agreement or the Services Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma to the extent not preempted by HIPAA, the HIPAA Rules or other applicable Federal law.

17. **Notice**

All notices, requests, consents, and other communications hereunder will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder.

**If to the Business Associate:**

Center for Housing Solutions, Inc.  
PO Box 4028  
Tulsa, OK 74159

**If to Covered Entity:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement be duly executed in its name and on its behalf as of the Effective Date.

**[BUSINESS ASSOCIATE]**

**[COVERED ENTITY]**

**Center for Housing Solutions, Inc.**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Address:  
Center for Housing Solutions, Inc.  
PO Box 4628  
Tulsa, OK 74159

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

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

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

## **APPENDIX C: HMIS DATA QUALITY PLAN**

**AUGUST 2017**

# **HOMELESS MANAGEMENT INFORMATION SYSTEM**

## **DATA QUALITY PLAN**

### **Introduction**

Data quality refers to the reliability and validity of client-level data collected in the HMIS. It is measured by the extent to which the client data in the system reflects actual information in the real world. With good data quality, HMIS can be utilized to “tell the story” of the population experiencing homelessness. The quality of data is determined by assessing certain characteristics such as timeliness, completeness, and accuracy.

### **Data Coverage**

Data Coverage refers to the sample size and diversity of the agencies and programs that utilize the HMIS. To present the most accurate information on homelessness, the HMIS will strive to obtain the cooperation and data of those homeless and homelessness prevention programs. Examples include emergency shelters, transitional housing, permanent housing, safe haven housing, and homelessness prevention and re-housing programs. It is important to note that this includes HUD-funded and non-HUD-funded agencies and programs.

### **Procedure:**

- The HMIS Committee will identify member agencies or programs of the Continuum of Care that have homeless and homelessness prevention programs with each identified as HMIS using or non-HMIS using.
- This information will be presented to the Leadership Committee to prioritize these agencies and programs for the purpose of outreach to expand HMIS use.

### **Data Quality**

Data Quality is broken down into 3 important components: Timeliness, Completeness, and Accuracy. Each of these components must be individually monitored.

### **Timeliness:**

Programs will enter data in a timely fashion so that the system will reflect current information and status.

Standards:



- Emergency shelters will enter clients with their demographics and shelter stay information within 3 days of shelter check-in. This check-out will also be recorded within 3 days.
- Other programs will record clients, their demographics and program entry/exits within 3 days of entry and 3 days of exit. Programs will also update client information on their current population according to their particular program requirements.

## **Completeness**

The minimum data elements will comply with U.S. Housing and Urban Development (HUD) Data and Technical Standards and its amendments for the Homeless Management Information System (HMIS). These standards will be updated as needed to comply with future HUD data standards changes.

All data entry must be captured using a HMIS Staff approved workflow. Most programs are required to use Entry / Exits for their workflow while some programs may be instructed to use a service transaction model or bed management model based on their program type.

The HUD standards list Universal Data Elements to be gathered on all clients, Program Specific Data Elements to be gathered by programs where required on their clients and Optional Data Elements for a program to use at its discretion.

For each client, each program will collect and enter in HMIS all data elements that were selected for use according to standards and program need.

All agencies and programs across the continuum must provide HMIS Staff with complete the Program Descriptor Data. This information is provided on a per-program basis and must be reviewed annually.

Standards:

- 100% of clients will be entered into HMIS
- Each data element in use by a program will be completed in at least 95% of the program's clients.
- The Provider's data will be completed in all fields and will be reviewed at least annually.

## **Accuracy**

Client data will be entered accurately to reflect the information provided by the client during intake, arrival, departure, and interview or case management. Staff will further explain the questions to clients where necessary for the client to have sufficient understanding to provide the information.

## **Training**

All HMIS system users will be trained on HMIS purpose, system access, security, privacy, and data entry as these relate to their programs by qualified HMIS trainers. Follow-up training is available upon request or where data quality indicates that additional training is necessary for standards to be met.

Advanced training is also offered on selected topics such as reporting.

## Standards:

- All HMIS users will be trained in system use by qualified HMIS trainers.
- All HMIS users will sign an HMIS user policy agreement where they agree to comply with specific system use requirements that relate to access, security, privacy, and data quality when they are granted HMIS access and again yearly.

## **Monitoring Data Quality**

Monitoring Data Quality is a shared responsibility between the participating agency, HMIS Staff and the HMIS Committee. Each of the elements of data quality will be monitored. HMIS staff will provide data quality reports quarterly to each agency using HMIS system monitoring reports. Reports can be ran more frequently by agency users and admins.

HMIS Staff will provide recommendations for improvement of data quality to programs based on the information found during monitoring. The programs will consider the information provided and take appropriate steps to improve data quality.

HMIS Staff will also notify an agency of any issues that arise between official monitoring reports.

The CoC will review programs' data quality at least annually or as necessary to respond to significant issues or changes.

## **HOMELESS MANAGEMENT INFORMATION SYSTEM**

### **PRIVACY PLAN**

#### **Introduction**

U.S. Department of Housing and Urban Development (HUD) set forth HMIS privacy standards in the Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice and its amendments. This Privacy Plan is intended to be consistent with these HUD standards.

All users, agencies and system administrators participating in HMIS must adhere to this Privacy Plan. In addition, this Privacy Plan is intended to support our mission to provide an effective and usable HMIS for client service and program use, reporting, and analysis.

The Memorandum of Agreement signed between the HMIS lead agency and each HMIS participating agency requires each HMIS participating agency to:

- Comply with all federal and state laws, rules and regulations that may apply to the collection, use and disclosure of client information. NOTE: A CHO that is also a Covered Entity under HIPAA is not required to comply with the privacy or security standards in the Federal Register HMIS Data and Technical Standards Final Notice and its amendments along with HMIS Data Manual and its amendments if the CHO determines that a substantial portion of its homeless client data is protected health information as defined in the HIPAA rules;
- Comply with the operational policies and procedures contained in the Homeless Management Information System Standard Operating Policies and Procedures guide;
- Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to AGENCY's status and post this policy where HMIS is in use;
- Require all AGENCY users to complete the Client Authorization Management training prior to being issued a Community Services User ID.
- Require all AGENCY users to sign the User Policy Responsibility Statement;
- Require AGENCY Administrator to take action necessary to ensure that User access is discontinued immediately upon the effective date that an AGENCY user is no longer employed by the AGENCY or otherwise no longer authorized to be user. Action will include at a minimum notifying the HMIS lead agency Administrator in writing of user right termination at least five business prior days to effective date or immediately upon termination of rights if prior notice is not available;
- Verify the accuracy and completeness of AGENCY resource information in on at least an annual basis, and update as needed utilizing the AIRS Taxonomy codes;

- Cooperate with other agencies utilizing in the coordination of care and case management for clients accessing services from multiple agencies for the mutual benefit of the client, the agencies, and the community;
- Obtain written authorization from the client using a client authorization for release of protected information form approved by HMIS Policy Committee before client information is used or disclosed for any purpose not allowed by the HIPAA rules, Federal Register HMIS privacy and security standards or other applicable laws;
- Retain original signed *HMIS Client Authorization for Release of Protected Information* documentation at least six years from the date they cease to be in effect (from expiration or revocation).
- Safeguard information collected from clients or shared by other organizations as US Housing and Urban Development in Federal Register HMIS Data and Technical Standards Final Notice and its amendments along with HMIS Data Manual and its amendments or HIPAA Privacy rules as applicable.
- Authorize HMIS lead agency to create and share de-identified files and reports by using the methods defined in the HIPAA law, for itself and other methods as appropriate and as permitted by the HIPAA Privacy Rule;
- Authorize HMIS lead agency to create and share limited data sets as defined and limited by the HIPAA Privacy Rule.

The Memorandum of Agreement signed between the HMIS Lead agency and each HMIS participating agency requires the HMIS lead agency to:

- HMIS lead agency will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register/vol 69. No. 146/Friday July 30, 2004. (4.3.1.to 5.2.1) as amended in the March 2010 Data Standards, and 2014 HMIS Data Manual.
- AGENCY retains ownership of the data that it enters into HMIS. AGENCY may access this data online via HMIS, or can obtain copies of data as extracted files by request from HMIS Lead agency;
- AGENCY retains decision-making authority on items related to AGENCY operations and service delivery, including eligibility criteria for services and the means and mechanisms for providing services;
- Adopt and implement a Privacy Policy that is in compliance with either the Federal Register HMIS privacy and security standards or the HIPAA rules as is applicable to HMIS lead agency status;
- Provide HMIS Community Services user access Community Services software application.
- Provide initial training, on-going training and technical support to maintain the HMIS system;
- Update the Homeless Management Information Standard Operating Policies and Procedures guide as needed to meet current HMIS system requirements and maintain compliance with all federal and state laws, rules and regulations that may apply to the use of the HMIS;
- Notify AGENCY in writing at least five business days prior to the effective date of changes to the Homeless Management Information Standard Operating Policies and Procedures guide;
- Execute HMIS Memorandum of Agreement with all organizations using the HMIS to prohibit the disclosure of individually identifiable information;

- Act as liaison between AGENCY and Mediware Information Systems;

HMIS users will receive training in Privacy Policies and acknowledge their responsibilities by signing the HMIS User Policy and Responsibility Statement prior to being granted HMIS access. Each user will renew their Policy and Responsibility Statement yearly in order to maintain HMIS access.

The CoC, HMIS Committee, Agencies, and HMIS lead will share the responsibility of reviewing compliance with these standards at least annually. Any privacy policy compliance issue arising from review or from incident will be promptly addressed by the HMIS, Agency and HMIS Committee with CoC oversight.

Failure to comply with security policies can result in a user's or agency's access to HMIS being discontinued in accordance with HMIS Standard Operating Policies and Procedures.

## **APPENDIX E: HMIS SECURITY PLAN**

**OCTOBER 2022**

# **HOMELESS MANAGEMENT INFORMATION SYSTEM**

## **SECURITY PLAN**

### **Introduction**

Security refers to protecting the HMIS system and its data (electronic or printouts) from unauthorized access, loss, or corruption.

The HMIS Lead agency and the HMIS Participating agencies will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice and its amendments along with HMIS Data Manual and its amendments. The HMIS Lead agency and the HMIS Participating agencies will:

- Apply system security provisions to all systems where personal protected information is stored, including, but not limited to networks, desktops, laptops, mini-computers, mainframes and servers;
- Protect HMIS from viruses by using commercially available virus protection software. Virus protection must include automated scanning and must be regularly updated to maintain optimum protection;
- Protect HMIS from malicious intrusion behind a secure firewall
- Ensure that when a workstation is not in use, the HMIS Technical staff log off before leaving their workstation;
- Hard copies of client information will be secured

The HMIS Lead will adhere to the baseline security standards and requirements for system application and hardcopy security as outlined in the Federal Register HMIS Notice and its amendments along with HMIS Data Manual and its amendments. The HMIS Lead will:

- Provide to each participating Agency a User Authentication System consisting of a unique Username and a password for each authorized User;
- Provide HMIS Community Services administration and user access to the Community Services software application for organizations using the HMIS;
- Coordinate HMIS software upgrades and updates with the software provider;
- Provide initial and on-going user training and technical support to maintain the security of the HMIS system;
- Oversee the use of Public Key Infrastructure use further secure access to the HMIS system to previously approved computers;
- Complete a background check on the HMIS administrators

The HMIS software provider and system host will:

HMIS Policies & Procedures Manual

- Ensure that all HMIS data is encrypted to meet current industry standards prior to electronically transmitting it over the Internet, public accessible networks or phone lines;
- Ensure that data is stored in binary, not text, format;
- Ensure that a copy of all HMIS data is made daily to another medium and stored in a secured off-site location where the required privacy and security standards are met;
- Provide for the physical security of the system
- Ensure that the system enables reporting on user activity and access of client records.

HMIS users will receive training in Security Policies and acknowledge their responsibilities by signing the HMIS User Policy and Responsibility Statement prior to being granted HMIS access. Each user will renew their Policy and Responsibility Statement yearly in order to maintain HMIS access.

The CoC, HMIS Committee, Agencies, and HMIS lead will share the responsibility of reviewing compliance with these standards at least annually. Any security policy compliance issue arising from review or from incident will be promptly addressed by the HMIS, Agency and HMIS Committee with CoC oversight.

Failure to comply with security policies can result in a user's or agency's access to HMIS being discontinued in accordance with HMIS Standard Operating Policies and Procedures.

## **APPENDIX F: HMIS USER POLICY AND RESPONSIBILITY STATEMENT**

### **HMIS User Policy and Responsibility Statement**

Agency Name: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Email: \_\_\_\_\_ Business Phone: \_\_\_\_\_

#### **HMIS User Policy**

HMIS is a web-based information management system designed to assist providers of services to individuals currently, formerly or at risk of experiencing homelessness to facilitate client intake, data collection and reporting, and to determine community resource availability. HMIS also enables the sharing of client information with other providers when allowed by law or authorized by the client to assist in collaboration on client-related activities such as referrals to other agencies, appointment scheduling, coordination of services and case management. HMIS participating agencies and each User within the system is bound by various restrictions regarding the Client information.

#### **Relevant points about safeguarding client information include:**

- It is the client's decision about which information, if any, is to be shared with any Partner Agencies.
- HMIS Authorization for Use and Disclosure of Protected Health Information shall be signed by Client before any identifiable client information is designated in Community Services for sharing with any Partner Agencies. Authorization remains in effect for up to three years unless the client chooses to revoke authorization.
- Client consent may be revoked by the client at any time using the Cancellation for Authorization for Use and Disclosure of Protected Health Information. Client should be given a copy of this document and the original should be retained by the provider.
- User shall insure that prior to obtaining Client's signature, the HMIS Authorization for Use and Disclosure of Protected Health Information (Release of Information) was fully reviewed with Client in a manner to ensure that Client fully understood the information (e.g., securing a translator if necessary).
- The Client shall have a right to receive a copy of any signed Authorization for Use and Disclosure of Protected Health Information.
- Originally signed HMIS Client Authorization for Release of Protected Information documents shall be retained at least six years from the date they cease to be in effect (from expiration or revocation).
- No client may be denied services for failure to provide consent for HMIS data collection.
- Users will comply with all Federal and state laws, rules and regulation that may apply to the use of HMIS and the collection, use and disclosure of client information.

#### **User Responsibility Statement**

Please initial each item below to indicate your understanding of proper access to the HMIS Policies & Procedures Manual



Community Services and use of the HMIS.

**I affirm the following:**

\_\_\_\_\_ I have received training on using the HMIS.

\_\_\_\_\_ I have received training on the Client Authorization Management Process and how to administer client security functions in the HMIS.

\_\_\_\_\_ I will accept the Bowman Internet Community Services End User Agreement and agree to be bound by the terms stated in the agreement.

\_\_\_\_\_ I will take all reasonable means to keep my password physically secure and private.

\_\_\_\_\_ I will not share my login username and password with anyone.

\_\_\_\_\_ The only individuals who can view HMIS information are authorized users and the individual client to whom the information pertains.

\_\_\_\_\_ I understand I will be held responsible if I allow an unauthorized person to access the system, view client information, make changes to the data or otherwise damage information in the system.

\_\_\_\_\_ I will only access HMIS from locations and devices authorized by my agency.

\_\_\_\_\_ I will not access HMIS via the web from unauthorized public locations and/or shared devices where the potential exists for viewing client information from unauthorized persons.

\_\_\_\_\_ I may only view, obtain, disclose, or use the HMIS information necessary to perform my job.

\_\_\_\_\_ I will observe all HMIS user policies regarding safeguarding Client information.

\_\_\_\_\_ I will enter accurate, complete information to the best of my ability.

\_\_\_\_\_ Hard copy printouts of HMIS individual client data are part of a client's confidential file and must be kept in a secure file. If they are no longer needed, they must be properly destroyed to maintain confidentiality.

\_\_\_\_\_ A computer running the HMIS should never be left unattended. If I am logged into HMIS, I must log off before leaving my work area.

\_\_\_\_\_ I understand that these rules apply to all users of HMIS, whatever their role or position.

\_\_\_\_\_ I agree to maintain strict confidentiality of information obtained through the HMIS.

\_\_\_\_\_ I agree that if I allow or notice any breach of confidentiality, I will notify my HMIS Agency Administrator in writing and corrective action will be implemented.

\_\_\_\_\_ I understand that failure to comply with all affirmations above will result in immediate and permanent termination of my HMIS license.

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

Date \_\_\_\_\_

Agency Representative: \_\_\_\_\_

Date \_\_\_\_\_

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

## **APPENDIX G: HMIS PRIVACY POLICY**

*Spanish translation available upon request*

### **PRIVACY NOTICE**

**We collect personal information directly from you for reasons that are discussed in this privacy notice. The information you provide is entered into the information management system on a web-based computer program. 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 and to improve services. We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality.**

Please review this carefully. This notice tells you about how we use and disclose your personal information. It tells you about your rights and our responsibilities to protect the privacy of your personal information. It also tells you how to notify us if you believe that we have violated any of your rights or any of our responsibilities.

**If you have difficulty reading this notice, please ask for assistance.**

#### **Our Legal Duty**

We are required by applicable federal and state law to maintain the privacy of your personal information. We are also required to offer you a copy upon request of this notice about our privacy practices (policies), our legal duties, and your rights concerning your personal information. We must follow the privacy practices (policies) that are described in this notice while it is in effect. This notice takes effect immediately and will remain in effect until we replace it.

We reserve the right to change our privacy practices (policies) and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices (policies) and the new terms of our notice effective for all personal information that we maintain, including personal information we created or received before we made the changes. Before we make a significant change in our privacy practices (policies), we will change this notice and make the new notice available upon request.

You may request a copy of our notice at any time. For more information about our privacy practices (policies), or for additional copies of this notice, please contact us using the information listed at the end of this notice.

#### **How We Use or Disclose Your Personal Information**

When you request or receive services from this program, we ask for information about you. This information helps us continuously improve services to you by:

- Better assessing your needs
- Identifying what services are available and what services need to be developed
- Tracking whether needs are met

## **Your Rights**

You have the right not to provide protected personal information to an agency. You may exercise your right of privacy by not answering any or all the personal questions asked by the agency. You will not be denied services for which you would otherwise have been eligible if you choose not to answer questions regarding your protected personal information.

You have the right to inspect and obtain a copy of your own protected personal information for as long as it is kept in HMIS.

You have the right to request corrections to your protected personal information when the information in the record is inaccurate or incomplete.

You have a right to request that your personal information be provided to you by alternative means, (such as by mail or telephone), or at alternative locations (such as at your residence or place of work). This agency will accommodate reasonable requests.

## **HOW WE PROTECT YOUR INFORMATION**

Our agency and all agencies in the system are required by law to maintain the privacy of protected personal information and to provide you with notice of their legal duties and privacy practices (policies) with respect to protected personal information.

HMIS uses many security protections to ensure the safety and confidentiality of your information. Some of the information that we may collect from you includes:

- Reasons for homelessness
- Medical and mental health conditions
- Housing information
- People included in your household
  - Income levels and sources
- You or your family's needs
- Services that are being used by you and your family
- Information that is used to identify you, like your name and date of birth

## **NON-PERMITTED USES AND DISCLOSURES**

Once entered into HMIS, your personal information that identifies you is NOT shared outside of this program without your written permission unless such information is categorized below as permitted use or disclosure. If you would like your information shared with one or more other agencies to make it faster and easier for you to receive benefits or services, please ask us how to fill out the permission form. In the future, if you decide that you no longer want your information shared in this way, you

may cancel the permission form by giving us a written statement of your decision. If you have difficulty writing, please ask for assistance.

**PERMITTED USES AND DISCLOSURES:** Information that you provide may be used in the following ways and otherwise as required by law without your written permission. It may be used or disclosed:

**To Provide Services**

We will use personal information about you to provide you with services. We may share this information with members of our staff or with others involved in your support.

**For Billing or Reimbursements of Services**

We may share your personal information with authorized people who work in this agency for purposes related to billing, reimbursement of services or funding.

**For Administrative Operations**

We may use or disclose your personal information for operational and administrative purposes. For example, there are some services that are provided for us by our business associates such as accountants, consultants, and attorneys. We may also use your personal information to evaluate our services, including the performance of our staff in caring for you.

**For Creating De-Identified Information**

We may use your personal information to create and disclose reports that do not identify you. For example, we may create reports for the community that can help us learn how to continually improve the quality and effectiveness of the services to people who are homeless.

**As Required by Law** – We may use or disclose personal information about you when we are required to do so by law.

**For Public Health Activities** – We may disclose personal information about you if a user or administrator, in good faith, believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

**For Victims of Abuse, Neglect or Domestic Violence** – We may disclose personal information about you to a government agency (including a social service or protective services agency) authorized by law to receive reports of abuse neglect or domestic violence if we believe you are the victim of abuse, neglect or domestic violence.

**For Academic Research Purposes** - We may use or disclose personal information to individuals performing academic research who have a written formal relationship. However, your protected personal information will never be published in any identifiable form.

**For Legal Activities** – We may disclose personal information about you in response to a court proceeding. We may also disclose personal information about you in response to a subpoena or other legal process.

**Disclosures for Law Enforcement Purposes** – We may disclose personal information about you to law enforcement officials for law enforcement purposes as required by law or in response to a court order, subpoena, or other legal proceeding.

### **How to File a Grievance about our Privacy Practices (Policies)**

If you have concerns about any of these possible uses or disclosures or believe that such disclosures may put you or someone else at risk, please let us know so that we can address these concerns with you. We want you to be confident that your information is secure. If you believe your information has been shared without your permission, please write down your concern and submit it to us at:

[Agency Name]  
[Contact Person]  
[Address Information]

You may use the following form to submit a grievance to us. **It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.**

Effective date of this notice:

Approved by:

## Grievance about our Privacy Practices (Policies)

If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your "Personal Information" you may complete this form.

And return this form to:

[Agency Name]  
[Contact Person]  
[Address Information]

Date of offense: \_\_\_\_\_

Name of individual who violated your privacy rights: \_\_\_\_\_

Brief description of grievance (what happened): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Best way to contact you: \_\_\_\_\_

Your name: \_\_\_\_\_

Your phone: \_\_\_\_\_

Your mailing address: \_\_\_\_\_

**It is against the law for any agency to take retaliatory action against you if you file this grievance. You can expect a response within 30 days via the method of your choice.**

### This section for agency use only

← \_\_\_\_\_ →

Reviewed by: Name \_\_\_\_\_

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

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

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

Recommendation or corrective action taken:

### **Oklahoma Homeless Management Information System Privacy Notice**

This agency collects information about people who ask about our homeless services. When we meet with you, we will ask you for information about you and your family. We will put the information you give us into a computer program called the Oklahoma Statewide Homeless Management Information System.

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 homeless persons, and to better understand the needs of homeless persons. 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 the Oklahoma Homeless Management Information System. These organizations are required to have privacy policies in place 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 H: PUBLIC NOTICE

Approved by Continuum of Care June 8, 2005

# Public Notice

## Anuncio Público

**If you have difficulty reading this notice, please ask for assistance.  
Por favor infórmenos si usted tiene dificultad leyendo este anuncio.**

**This notice describes how information about you may be collected and used.  
Este anuncio describe como recolectamos y usamos su información personal**

We collect personal information directly from you for reasons that are discussed in this privacy notice. The information you provide is entered into the information management system on a web-based computer program. 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 and to improve services. We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our Privacy Notice describing our privacy practice is available upon request.

Public Notice (Federal Register / Vol. 69, No. 146 / Friday, July 30, 2004, March 2010 and 2014 HMIS Data Manual)

Nosotros le preguntamos información personal por razones que explicamos a continuación. La información que usted provee se entra en el sistema de manejo de información, el cual es un programa computarizado alojado en el Internet. Algunas leyes, así como organizaciones que donan dinero para operar este programa, requieren que nosotros recolectemos información personal. Alguna de la información personal que recolectamos es necesaria para el manejo de nuestros programas y para mejorar el servicio que prestamos. Nosotros solamente preguntamos por información que consideramos necesaria. La recolección y el uso de información personal están regulados por normas de confidencialidad muy estrictas. Usted puede solicitar una copia de nuestro Anuncio de Privacidad, el cual describe la manera como manejamos la información privada.

Anuncio Público (Registro Federal / Vol. 69, No. 146 / Viernes 30 de julio de 2004, En marzo de 2010 y 2014 Manual de datos de HMIS)



# APPENDIX I: RELEASE OF INFORMATION [ROI]

REVISED FEBRUARY 2023

Revision Date: February 15, 2023

## AUTHORIZATION FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

This form documents my permission for \_\_\_\_\_ to share my HMIS records, which contain information about me called “protected health information”, with other organizations that use the HMIS, and other social agencies who may assist me, to exchange information. The purpose of sharing my HMIS records is to help HMIS organizations, and other social agencies who may assist me, more quickly determine what services I need and whether I am eligible for those services by not having to collect the same information from me each time I visit a HMIS agency or other local social service agency, and to coordinate the delivery of services that are provided to me.

I understand that if I sign this consent/authorization and my information is disclosed to another agency, the information may lose protection it may otherwise have under Health Insurance Portability and Accountability Act (HIPAA - a federal law that protects certain health information about me) and any other state or federal privacy laws. I further understand that each current and future participating HMIS organization that will have access to my HMIS records will have signed a written contract that promises they will only use my information for the purposes stated above and will not release it to anyone else.

I understand that if I do not sign this form, it will not change whether I can receive services from \_\_\_\_\_ or any other HMIS organization. I understand that I have a right to have a copy of this form.

I understand that this authorization is effective from the date of my signature below, unless I withdraw it by giving a written request to any agency that participates in HMIS, which I may do at any time. I understand that I may withdraw my permission for the sharing of my information or change this authorization at any time by writing to any agency that is sharing my information. If I withdraw this authorization in the future, I understand that it will not change the fact that my HMIS records were shared before that date.

I agree to allow \_\_\_\_\_ to share my HMIS records with people who work as employees, contractors, consultants, or volunteers at the organizations that use the HMIS or any non-HMIS organizations that otherwise assist while providing the services for which I am applying. I understand a list of statewide agencies is being made available to me now.

I understand that additional organizations may join HMIS at any time and will also have access to my HMIS records for the previously stated purpose of coordinating access and delivery of services to me. I acknowledge being offered a copy of a list of those organizations that are presently either a registrant in the HMIS or that otherwise may be contacted by HMIS members or organizations with whom my HMIS records may be discussed to help me. I understand that upon my request any HMIS agency will furnish me with an updated copy of all participating agencies. I understand that due to the ever-

changing nature of the services we provide or with which we coordinate, this list cannot be considered comprehensive.

My HMIS records may include information about me and my household such as name, address, employment, gender and age, about non-health services such as food, clothing, housing and financial assistance, about medical and mental health conditions, substance abuse treatment, and domestic violence issues that I currently have or have received treatment for in the past, and about services that I receive from HMIS organizations.

**Agencies that have staff designated for the provision of alcohol or substance abuse education, treatment, or prevention and that are regulated or assisted by the federal government are given higher protection under a specific federal law (42 C.F.R. Part 2, 42 U.S.C. § 290dd-2). I understand that if the records or information being released about me is from a HMIS agency that is governed by that specific federal law, then I will be asked to sign a specific form authorizing the sharing of that information with a particular agency before it is shared.**

_____ Name of Client (print)	_____ Date of Birth
_____ Signature	_____ Date Signed

-----  
For Parent, Guardian, or Personal Representative of Client (if applicable)

_____ Signature	_____ Relationship to Client	_____ Date Signed
--------------------	---------------------------------	----------------------

**NOTICE OF RIGHTS:** Information in your records that you have or may have a communicable or noncommunicable disease is made confidential by law and cannot be disclosed without your permission except in limited circumstances including disclosure to persons who have had risk exposures, disclosure pursuant to an order of the court or the Department of Health, disclosure among health care providers or disclosure for statistical or epidemiological purposes. When such information is disclosed, it cannot contain information from which you could be identified unless disclosure of that identifying information is authorized by you, by an order of the court or the Department of Health or by law.

## APPENDIX J: CANCELLATION OF AUTHORIZATION OF INFORMATION

October 2022

### Cancellation of Authorization for use and disclosure of information

This form documents your request to withdraw the authorization you previously approved for [agency name] to share information about you with other organizations that use the system.

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

\_\_\_\_\_  
Date of Birth

I withdraw the authorization previously given to [agency name] to share health information about me, called "protected health information" (PHI) with other organizations.

I understand that this cancellation is effective immediately upon my signature and that my information is removed from further disclosure. I also understand that withdrawing this authorization does not change the fact that information about me may have been shared while the authorization I gave was in effect.

I understand that if I wish to re-authorize the sharing of my information at a future time, I will need to sign a new authorization form.

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

\_\_\_\_\_  
Date

-----  
For Personal Representative of Client (if applicable)

\_\_\_\_\_  
Signature of Personal Representative & Relationship to Client

\_\_\_\_\_  
Date

To be accepted, this written request must be delivered in person, or by postal mail or facsimile to [agency name] at the address below.

[agency name]

[c/o contact name]

[agency street address1]

[agency street address2]

[city, state, zip]

[facsimile number]

Agency use only:

File ID \_\_\_\_\_

Date \_\_\_\_\_

# APPENDIX K: COC KEY TERMS AND GLOSSARY

REVISED OCTOBER 2022

## CoC Key Terms and Glossary

**AMI:**

See Area Medium Income

**ANNUAL HOMELESS ASSESSMENT REPORT (AHAR):**

Each year, HUD publishes its Annual Homeless Assessment Report to Congress (AHAR). This report provides valuable information on the scope of homelessness and the needs of the persons served. It provides critical data to HUD and other policy makers so they can make informed decisions, and also provides the data that is the basis for the targets and goals set for the FSP. The data itself is collected by communities and reported to HUD in the CoC competition and includes point-in-time data collected as a “snapshot” of the number and characteristics of persons who are homeless on a given night annually, as well as a longitudinal view of persons being served in emergency shelter, transitional housing, permanent housing and HPRP. It allows HUD to track trends in homelessness and make appropriate adjustments to its programs and policies to fit the need.

**ANNUAL PERFORMANCE REPORT (APR):**

A reporting tool used to track progress and accomplishments of HUD Shelter Plus Care (S+C), Supportive Housing Programs (SHP), Section 8 Moderate Rehabilitation for SRO, HOPWA, Continuum of Care (CoC), and Rural Housing Stability Program-funded projects on an annual basis.

**ANNUAL RENEWAL DEMAND (ARD):**

The amount of the Annual renewal projects for the Continuum of Care (CoC).

**APPLICANT:**

An eligible applicant that has been designated by the Continuum of Care (CoC) to apply for assistance on behalf of that Continuum.

**ARD:**

See Annual Renewal Demand

**AREA MEDIAN INCOME:**

When working with an affordable housing project, the local government must pay close attention to the county's Area Median Income (AMI) 1. The majority of funding sources available to build affordable housing use AMI to determine household eligibility and selection. The US Department of Housing and Urban Development (HUD) estimates the median family income for an area each year and adjusts that amount for family size so that family incomes may be expressed as a percentage of the AMI. These percentages of AMI have been divided by HUD into income categories.

**ART:**

See Advanced Reporting Tool

**CAPER:**

See Consolidated Annual Performance and Evaluation Report

**CASH INCOME SOURCE:**

HUD will assess CoC performance in assisting program participants with accessing cash income sources to demonstrate performance. Providers will select from the income sources listed in HMIS such as: Earned Income, Unemployment Insurance, SSI, SSDI, Veteran's Disability, Private Disability Insurance, Worker's Compensation, TANF or equivalent, Retirement (Social Security), Veteran's Pension, Pension from former Job, Child Support, Alimony (Spousal Support), Other Source, and No Sources.

**CFR:**

See Code of Federal Regulations

**CHO:**

See Covered Homeless Organization

**CHRONICALLY HOMELESS:**

1. A “homeless individual with a disability,” as defined in the Act, who:
  - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

- Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months. Occasions separated by a break of at least seven nights. Stays in institution of fewer than 90 days do not constitute a break
  - 2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all the criteria in paragraph (1) of this definition, before entering that facility; or
  - 3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>

**CLIENT:**

An individual about whom a Contributing HMIS Organization (CHO) collects or maintains personally identifiable information:

- Because the individual is receiving, has received, may receive, or has inquired about assistance from a CHO; or
- In order to identify needs, or to plan or develop appropriated assistance within the CoC

**CODE OF FEDERAL REGULATIONS (CFR):**

The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government. It is divided into 50 titles that represent broad areas subject to federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

**COLLABORATIVE APPLICANT:**

Eligible applicant designated by the Continuum of Care (CoC) to apply for a grant for Continuum of Care **Planning Funds** under Part 578 on behalf of the Continuum

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER):**

Monthly/Quarterly/Annual performance report for the Emergency Solutions Grantees Consolidated Plan.

**CONSOLIDATED PLAN:**

A document written by a state or local government describing the housing needs of the low- and moderate-income residents, outlining strategies to meet these needs, and listing all resources available to implement the strategies. This document is required in order to receive HUD Community Planning and Development funds.

**CONTINUUM OF CARE (CoC):**

The composed representatives of organizations including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless person organized to carry out the responsibilities of the Continuum of Care established under 24 CRF part 578.

**COC APPLICATION:**

Formerly known as the Exhibit 1 of the Super NOFA Grant for Continuums of Care.

**CONTINUUM OF CARE (CoC) CONSOLIDATED APPLICATION:**

CoC Registration process must designate a **Collaborative Applicant to submit** the CoC Consolidated Application on behalf of the CoC. Collaborative Applicants will not be able to access the CoC Consolidated Application in *e-snaps* if the CoC does not have an approved Registration.

**CONTINUUM OF CARE (CoC) PLANNING ACTIVITIES:**

CoCs have the dual role of planning and operating programs, and use data collected through Homeless Management Information Systems (HMIS) to inform planning decisions and track performance at both the project and systems levels. Eligible activities include: CoC planning activities, acquisition, rehabilitation and new construction for capital projects, leasing, rental assistance, housing operations, HMIS, supportive services, and administration.

**CONTINUUM OF CARE (CoC) PROJECT APPLICANT (formerly known as Exhibit 2):**

A project, which may or may not be funded by HUD, that provides services and/or lodging and is identified by the CoC as part of its service system, and whose primary purpose is to meet the specific needs of people who are homeless or at risk of homelessness. CoC projects can be classified as either one that provides lodging (lodging project) or one that does not provide lodging (services project).

**CONTRIBUTING CONTINUUM OF CARE (CoC) PROJECT:**

A CoC project that contributes Protected Identifying Information (PII) or other client-level data to an HMIS.

**CONTRIBUTING HMIS ORGANIZATION (CHO):**

An organization that operates a project that contributes data to an HMIS.

**COVERED HOMELESS ORGANIZATION:**

Any organization (employees, volunteers, and contractors) that records, uses or processes Protected Personal Information.

**CPD:**

See Community Planning and Development.

**DUNS NUMBER and SAM:**

Project applicants are required to register with Dun and Bradstreet to obtain a DATA Universal Numbering System (DUNS) number, if they have not already done so, and complete or renew their registration in the System for Award Management (SAM). In July 2012, the CCR converted to the System for Award Management (SAM) found at [www.SAM.gov](http://www.SAM.gov). The new SAM website incorporates requirements for Central Contractor Registration (CCR). HUD will not enter into a grant agreement with an entity that does not have a DUNS Number or an active SAM.

**ELIGIBLE ACTIVITIES/COMPONENTS:**

SHP funding is generally available to support activities in supportive housing projects. Such as, Permanent Housing, Transitional Housing, and Supportive Services Only (SSO).

**ELIGIBLE APPLICANTS:**

Eligible applicants include States, local governments, other government agencies (such as public housing agencies), private nonprofit organizations, and community mental health associations that are public nonprofit organizations.

**EMERGENCY SHELTER:**

Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

**EMERGENCY SOLUTION GRANT PROGRAM (ESG):**

Program was revised under the HEARTH Act to broaden existing emergency shelter and homeless prevention activities and to add rapid re-housing activities. A federal program grant designed to help improve the quality of existing emergency shelters for the homeless, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness. ESG also provides short-term homeless prevention assistance to persons at imminent risk of losing their own housing due to eviction, foreclosure, or utility shutoffs.

**ESG:**

See Emergency Solution Grant Program. Formerly known as the Emergency Shelter Grant.

**E-SNAPS:**

Online registration, application and grant management system for HUD's Continuum of Care (CoC) Programs. In 2008, HUD launched the e-snaps program, a grants management system designed to move HUD from a paper-based competition system to an electronic one.

**FAIR MARKET RENT (FMR):**

Primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment contracts in the Moderate Rehabilitation Single Room Occupancy program, and to serve as a rent ceiling in the rental assistance program. Rent Schedules published in Federal Register which establishes maximum eligible rent levels allowed under Section 8 program by geographic area.

**FEDERAL STRATEGIC PLAN TO PREVENT AND END HOMELESSNESS:**

In 2010, the United States Interagency Council on Homelessness (USICH) published the Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (FSP). The FSP employs a partnership between government and the private sector to reduce and end homelessness and maximizes the effectiveness of the Federal Government in contributing to the end of homelessness.

**FLEEING / ATTEMPTING TO FLEE DOMESTIC VIOLENCE (HUD DEFINITION):**

Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence;
- (ii) Has no other residence; AND
- (iii) Lacks the resources or support networks to obtain other permanent housing.

**FMR:**

See Fair Market Rent.

**GIW:**

See Grant Inventory Worksheet.

**GOVERNANCE AGREEMENT:**

A governance agreement between the CoC and HMIS lead agency. A governance agreement includes all procedures and policies needed to comply with the HMIS requirements that is reviewed, followed, and updated annually.

**GRANT DURATION:**

Renewal grants 1-year terms. The term of new grants is 3 years.

**GRANT INVENTORY WORKSHEET (GIW):**

GIW's are used to provide CoCs and HUD Field Offices with information about CoC program grants that are eligible for renewal.

**GROSS ANNUAL INCOME:**

The total income, before taxes and other deductions, received by all members of the tenant's household. There shall be included in this total income all wages, social security payments, retirement benefits, military and veteran's disability payments, unemployment benefits, welfare benefits, interest and dividend payments and such other income items.

**HDX:**

See Homeless Data Exchange.

**HEAD of HOUSEHOLD (HH):**

An adult client or minor (if no adult is present) who is identified as the head of the household. Unless otherwise defined by a federal agency, it is up to each CoC to identify.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

HIPAA of 1996 is a broad Federal Act that imposes standards and rules on every facet of the health care industry. Health care providers, health plans and health care clearinghouses have specific responsibilities under the Privacy and Security Rules of the Administrative Simplification portion of the HIPAA law.

**HEARTH ACT:**

An Act was signed into law on May 20, 2009 (Pub. L. 111-22). This new law implements a variety of measures directed toward keeping individuals and families from losing their homes. Division B of this new law is the Homeless emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH ACT). The HEARTH ACT consolidates and amends three separate homeless assistance programs carried out under the title IV of the McKinney-Vento Homeless Assistance Act into a single grant program that is designed to improve administrative efficiency and enhance response coordination and effectiveness in addressing the needs of homeless persons. The single Continuum of Care (CoC) program established by the HEARTH Act consolidates the following programs: The Supportive Housing Program (SHP), the Shelter Plus Care (S+C) program, and the Moderate Rehabilitation/Single Room Occupancy (SRO) program.

**HH:**

See Head of Household.

**HHS:**

The Department of Health and Human Services.

**HIC:**

See Housing Inventory Count.

**HIPAA:**

See Health Insurance Portability and Accountability Act.

**HMIS LEAD:**

An organization designated by a Continuum of Care (CoC) to operate the HMIS on its behalf.

**HMIS VENDOR:**

A contractor who provides materials or services for the operation of an HMIS. An HMIS vendor includes HMIS software (Community Services) provider, web server host, data warehouse provider, as well as a provider of other information technology or support.

**HOMELESS:**

An individual or family who lacks a fixed, regular, and adequate nighttime residence; as well an individual who has a primary nighttime residence that includes living on the street, in a shelter/transitional housing, or an individual who is exiting an institution where he or she resided for *90 days or less* and who resided in a shelter or place not meant for human habitation *immediately* before entering that institution.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):**

An HMIS is data collection software designed to capture information over time on the characteristics of person(s) experiencing homelessness. The HMIS is used to record, analyze, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are experiencing homeless or at risk of experiencing homelessness.

**HOMELESS PREVENTION:**

Activities or programs designed to prevent the incidence of homelessness, including, but not limited to: (1) short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices; (2) mediation programs for landlord-tenant disputes; (3) legal services programs that enable representation of indigent tenants in eviction proceedings; and (4) other innovative programs and activities designed to prevent the incidence of homelessness.

**HOMELESS VETERANS:**

HUD's goal is to end homelessness among veterans by 2015. While the implementation of HUD-VASH is the cornerstone of the Department's portion of the goal, the targeted programs funded through the HAG account also play an important role. In 2011, the VA agreed to allow their housing and service providers to participate in local Homeless Management Information Systems (HMIS) so that CoCs can more accurately count and determine service needs for veterans in their geographic area. In 2010, for the first time and annually since, HUD and VA issued a joint report on homeless veterans as a supplement to the AHAR. This data is used to determine the allocations for HUD-VASH, which is administered jointly by HUD and VA.

**HOMELESSNESS DATA EXCHANGE (HDX):**

An online tool designed to allow CoC's to submit data to HUD including the Housing Inventory Chart (HIC), Point-In-Time (PIT), Annual Homeless Assessment Report (AHAR) and System Performance Measures (SPM).

**HOPWA:**

Housing Opportunities for Persons with AIDS.

**HOUSEHOLD:**

For general HMIS purposes, a household is a single individual or a group of people who apply together to a CoC project for assistance and who live together in one dwelling unit or, for person who are not housed, who would live together in one dwelling unit if they were housed. This broad definition may be superseded by more prescriptive definitions of a household required for a particular agency.

**HOUSING INVENTORY COUNTY (HIC):**

An inventory of beds for homeless persons, including seasonal and overflow beds.

**HRE:**

See Homeless Resource Exchange.

**HUD:**

The U.S. Department of Housing and Urban Development, part of the President's Cabinet-level Administration, was created under the Urban Development Act of 1965. HUD has responsibility for all federal housing policies and programs. Also see U.S. Department of Housing and Urban Development.

**IMMINENT RISK OF HOMELESSNESS (HUD DEFINITION):**

Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; AND (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing

**INADEQUATE HOUSING:**

Housing with severe or moderate physical problems, as defined in the American Housing Survey (AHS) since 1984. A unit is defined as having severe physical problems if it has severe problems in any of five areas: plumbing, heating, electrical system, upkeep, and hallways.

**INDIAN TRIBE:**

Any Indian tribe, band, group, and nation, including Alaska Indians, Aleuts, and Eskimos, and any Alaskan Native Village, of the United States, which is considered an eligible recipient under the Indian Self-Determination and Education Assistance Act.

**INDIVIDUALS AND FAMILIES (HUD DEFINITION):**

An individual or family who:

(i) Has an annual income below 30% of median family income for the area; AND



- (ii) does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “Homeless” definition; AND
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance: OR
  - (B) Is living in the home of another because of economic hardship; OR
  - (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of the application for assistance; OR
  - (D) Lives in a hotel or motel and the cost is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR
  - (E) Live in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
  - (F) Is exiting a publicly funded institution or system of care: OR
  - (G) Otherwise live in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved Con Plan

**INTERIM RULE:**

When an interim rule is published, it is in effect until comments are taken in and a final rule is published. A *proposed rule*, on the other hand, is suggestive language up for comment that is not effective until final language is published.

**LEASING:**

Grantees may lease structures to provide supportive housing or supportive services, or individual units.

**LITERALLY HOMELESS:**

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation. (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelter, transitional housing, and hotels and motels paid for by charitable organization or by federal, state and local government programs); OR (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**McKinney-Vento HOMELESS ASSISTANCE ACT:**

The CoC Program is authorized by subtitle C of title IV of this Act, as amended (42 U.S.C. 11381–11389) (the “Act”).

**MEMORANDUM OF AGREEMENT:**

MOA is signed by each organization that uses HMIS. These agreements ensure that each organization understands and accepts their responsibilities in protecting the privacy and security of client data.

**MEMORANDUM OF UNDERSTANDING:**

A **memorandum of understanding (MOU)** is a nonbinding agreement between two or more parties outlining the terms and details of an understanding, including each party’s requirements and responsibilities. An **MOU** is often the first stage in the formation of a formal contract.

**MOA:**

See Memorandum of Agreement.

**MOU:**

See Memorandum of Understanding.

**NOFA:**

See Notice of Funding Availability.

**NOTICE OF FUNDING AVIALABILITY (NOFA):**

Notice of Funding Availability for HUD’s FY 20XX Comprehensive Housing Counseling Grant Program Only HUD-approved housing counseling agencies and State Housing Finance Agencies are eligible to apply directly to HUD for the Comprehensive Housing Counseling Program NOFA. Please see Section II. B. “Eligible Applicants,” Paragraph 1.

**OFFICE OF MANAGEMENT AND BUDGET (OMB):**

Assists in overseeing the preparation of the federal budget and supervises its administration in Executive Branch agencies. In helping to formulate the President's spending plans, OMB evaluates the effectiveness of agency programs, policies, and procedures, assesses competing funding demands among agencies, and sets funding priorities.

**OMB:**

See Office of Management and Budget.

**OPENING DOORS:**

2010 Federal Strategic Plan to Prevent and End Homelessness:

<https://www.hudexchange.info/resources/documents/Opening-Doors-Through-Multifamily-Housing-Toolkit-for-Implementing-a-Homeless-Preference.pdf>

**OPERATING COST:**

Costs associated with the physical, day-to-day operations of a supportive housing facility and requiring cash payments are eligible, such as maintenance and repair, operations staff, utilities, equipment, supplies, insurance, food, relocation, and furnishings. In addition, grantees must provide a cash contribution equal to \_\_25 percent of the total operating costs budget.

**PREVENTION ASSISTANCE and TEMPORARY HOUSING (PATH):**

The State PATH Contacts and PATH program grantees. PATH Program participation in HMIS provides for client care coordination and the generation of the PATH Annual Report, in addition to other benefits to clients and PATH program grantees.

**PATH:**

Prevention Assistance and Temporary Housing (PATH)

**PERMANENT HOUSING:**

Supportive housing for persons with disabilities; Each permanent supportive housing project is expected to report the percentage of participants remaining in permanent supportive housing for more than six months on its APR. More than 80% of the clients should stay 6 months.

**PHA:**

See Public Housing Agency.

**PII:**

See Protected Identifying Information.

**PIT:**

See Point-in-Time.

**POINT-IN-TIME (PIT):**

Annual count of homeless people, including sheltered and unsheltered. Also see Unduplicated Count of Homeless Person.

**PPI:**

See Protected Personal Information.

**PROGRAM COMPONENTS:**

SHP features six components – or approaches – to help homeless people achieve independence. Applicants may choose the approach that best suits the needs of the people they intend to serve.

**PROJECTED ADMINISTRATIVE COSTS:**

A percentage of any grants awarded under SHP may be used for paying the costs of administering the assistance (i.e., the costs associated with reporting to HUD).

**PROJECT APPLICANTS:**

Eligible project applicants for the CoC Program. Formerly known as Exhibit 2.

**PROPOSED RULE:**

A proposed rule is suggestive language up for comment that is not effective until final language is published. Also view interim rule.

**PROTECTED IDENTIFYING INFORMATION (PII):**

Information about a project participant that can be used to distinguish or trace the participant's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used, which is linkable to the project participant.

**PROTECTED PERSONAL INFORMATION (PPI):**

Information about a project participant that can be used to distinguish or trace the participant's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used, which is linkable to the project participant.

**RAPID RE-HOUSING (RRH):**

Assistance aims to help individuals or families who are homeless move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services.

**RELOCATION COST:**

Cost associated with moving a client to another home or town. There are restrictions so make sure to read the ESG regulations for more details.

**RENTAL ASSISTANCE:**

Cost associated with paying all or a percentage of an individual or families rent so they will not be evicted and become homeless.

**REQUIREMENTS AND RESPONSIBILITIES:**

Grant recipients are required to regularly monitor their clients' progress in meeting performance measures. In addition to recordkeeping purposes, HUD requires recordkeeping and annual progress reports. Grantees are also expected to make changes in their program or adjust performance measures in response to ongoing evaluation of their progress.

**RELEASE OF INFORMATION (ROI):**

Is a statement signed by the client authorizing information to be share about the client's situation to area agencies which provide additional services.

**ROI:**

See Release of Information

**RRH:**

See Rapid Re-Housing.

**SAFE HAVEN:**

A form of supportive housing that serves hard-to-reach homeless persons with severe mental illness and other debilitating behavioral conditions that are on the street and have been unable or unwilling to participate in housing or supportive services. It is expected that clients will be reengaged with treatment services as they become stabilized and learn to trust service providers.

**SAM:**

See System for Award Management.

**SECTION 8 EXISISTING RENTAL ASSISTANCE:**

Provides rental assistance to low-income families who are unable to afford market rents. Assistance may be in the form of vouchers or certificates. Assistance payment program administered by local Public Housing Authorities (PHAs). Housing certificates are issued primarily to very low-income families and a limited number of low-income individuals with a limit on the amount based on local Fair Market Rents (FMRs).

**SERVICES PROJECT:**

Does not provide lodging and whose primary purpose is to provide services that meet the specific needs of people who are homeless or at risk of homelessness. This includes projects type: Street Outreach, Day Shelter, Services Only and Other.

**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):**

Is the homeless management information system utilized by a collaborative of agencies providing services to people currently or formerly experiencing homelessness with the Continuum of Care (CoC). Currently serving 7 of the 8 Oklahoma continuums of care.

**SHELTER PLUS CARE PROGRAM (S+C):**

Authorized by title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act). S+C is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS and related diseases) and their families. The program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities. Rental assistance grants must be matched in the aggregate by supportive services that are equal in value to the amount of rental assistance and appropriate to the needs of the population to be served. Recipients are chosen on a competitive basis nationwide. Generally speaking, SHP helps homeless people who are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings, or those who are sleeping in an emergency shelter as a primary nighttime residence.

**SOCIAL SECURITY DISABILITY INCOME (SSDI):**

Benefits for people who are disabilities.

**STREET OUTREACH (SO):**

ESG & SSVF funds may be used for costs of providing essential services necessary to reach out to unsheltered [homeless](#) people; connect them with [emergency shelter](#), housing, or critical services; and provide

urgent, nonfacility-based care to unsheltered [homeless](#) people who are unwilling or unable to access [emergency shelter](#), housing, or an appropriate health facility.

**SUPPLEMENTAL SECURITY INCOME (SSI):**

To qualify for benefits a client must meet all the following: 1) Have a significant physical or mental impairment 2) Their condition has lasted (or will last) for at least twelve month or it is expected to result in death 3) Unable to perform “Substantial gainful activity” that is a job of any type. Sometimes volunteer work will count if the work is “substantial”.

**SSDI:**

See Social Security Disability Income.

**SSVF:**

See Supportive Services for Veteran Families.

**SSI:**

See Supplemental Security Income.

**SSO:**

See Supportive Services Only.

**SUPPORTIVE HOUSING PROGRAM:**

The program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible. The Supportive Housing Program (SHP) helps develop housing and related supportive services for people moving from homelessness to independent living. Program funds help homeless people live in a stable place, increase their skills and their income, and gain more control over the decisions that affect their lives.

**SUPPORTIVE SERVICES ONLY:**

Supportive Services Only (SSO) projects address the service needs of homeless persons. Projects are classified as this component only if the project sponsor is not also providing housing to the same persons receiving the services.

**SUPPORTIVE SERVICES FOR VETERANS ONLY (SSVF):**

The Program focuses on securing and maintaining housing for Veterans who are currently homeless or would be homeless without this assistance. It provides temporary financial assistance and services to help persons gain housing stability. The goal is for Veterans in the SSVF program to remain stably housed after this temporary assistance ends.

**SYSTEM FOR AWARD MANAGEMENT:**

SAM, will integrate the eight current federal procurement systems and the Catalog of Federal Domestic Assistance into a single new, streamlined system. The systems which will eventually be combined into SAM are: CCR, FedReg, ORCA, EPLS, CFDA, eSRS, FOB, FPDS-NG, FSRS, PPIRS, and WDOL.

**TRANSITIONAL HOUSING (TH):**

The transitional housing component facilitates the movement of homeless individuals and families to permanent housing. Homeless persons may live in transitional housing for up to 24 months and receive supportive services that help them live more independently.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD):**

Established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships — particularly with faith-based and community organizations — that leverage resources and improve HUD's ability to be effective on the community level.

**UFA:**

See Unified Funding Agent.

**UNACCOMPANIED YOUTH CHILDREN and YOUTH (HUD DEFINITION) :**

A child or youth who does not qualify as homeless under the homeless definition but qualifies as homeless under other Federal statutes.

**UNACCOMPANIED YOUTH:**

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

**UNDUPLICATED COUNT:**

An enumeration of homeless persons where each person is counted only once during a defined period of time.

**UNIFIED FUNDING AGENT:**

An eligible applicant selected by the Continuum of Care to apply for a grant for the entire continuum which has the capacity to carry out the duties in 24 CFR Part 578(b) which is approved by HUD and which HUD awards a grant.

**UNIVERSAL DATA ELEMENTS (UDE):**

Universal Data Elements (UDE) is the minimum data a provider collects from their client. The CoC and HMIS ensure that the quality of data entered into HMIS by provider organizations is accurate and captures the HUD specified UDE's.

**UNIVERSAL DESIGN:**

A design concept that encourages the construction or rehabilitation of housing and elements of the living environment in a manner that makes them usable by all people, regardless of ability, without the need for adaptation or specialized design.

**UNSHeltered Count:**

The CoC used results from the most recent point-in-time count of unsheltered persons to help determine unmet need.

**USER:**

An employee, volunteer, affiliate, associate and any other individual who uses or enters data in the HMIS or another administrative database from which data are periodically provided to the HMIS.

**VA:**

The Department of Veterans Affairs.

**VASH:**

See Veterans Affairs Supportive Housing Program.

**VETERANS AFFAIRS SUPPORTIVE HOUSING PROGRAM (VASH OR HUD-VASH):**

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics.

**VICTIM SERVICE PROVIDER:**

A private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing projects, and other projects.

**HMIS STANDARD REPORTING TERMINOLOGY GLOSSARY (Released June 2017)**

Additional Glossary Terms: <https://www.hudexchange.info/resources/documents/HMIS-Standard-Reporting-Terminology-Glossary.pdf>