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**HOWARD COUNTY CONTINUUM OF CARE FOR HOMELESS SERVICES**  
**HOWARD COUNTY HMIS**

*Policies and Procedures*

Updated 26 August 2014

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# INTRODUCTION

The Howard County Continuum of Care for Homeless Services is administered by the Department of Citizen Services as the lead agency, with the Howard County Board to Promote Self Sufficiency serving in an advisory capacity. The Continuum utilizes Internet-based technology, known as ServicePoint, to assist homeless service organizations in Howard County capture information about the clients they serve.

One of the Continuum's goals is to determine the extent and nature of homelessness in Howard County. This is accomplished through analysis and release of data that are grounded in the actual experiences of homeless persons and the service providers who assist them in shelters and homeless assistance programs throughout the county. Information that is gathered is analyzed for an unduplicated count, aggregated (void of any identifying client level information), and made available to policy makers, service providers, advocates, and consumer representatives.

*Potential benefits for homeless men, women, children, and case managers:* Through the use of ServicePoint, case managers can assess their clients' needs to inform clients about services offered on site or available through referral. Case managers and clients can use on-line resource information to learn about resources that help clients find and keep permanent housing or meet other goals clients have for themselves. Service coordination can be improved when information is shared among case management staff within one agency or with staff in other agencies (with written client consent) who are serving the same clients.

*Potential benefits for agency and program managers:* Once aggregated, information can be used to garner a more complete understanding of clients' needs and outcomes, and then used to advocate for additional resources, complete grant applications, conduct evaluations of program services, and report to funders such as HUD. ServicePoint has the capability to generate the HUD Annual Performance Report (APR).

*Potential benefits for the Howard County Continuum of Care and policy makers:* Involvement in the project provides the capacity to programs within the Continuum to generate automated APRs, access aggregate reports that can assist in completion of the HUD required Unmet Need chart and other reports, and to utilize the aggregate data to inform policy decisions aimed at addressing and ending homelessness at local, state, and federal levels.

## ***Governing Principles***

Described below are the overall governing principles upon which all other decisions pertaining to the Howard County HMIS project are based.

**Data Integrity:** Data are the most valuable assets of the HMIS. It is our policy to protect this asset from accidental or intentional unauthorized modification, disclosure or destruction.

**Access to Client Records:** The Client Records Access policy is designed to protect against the recording of information in unauthorized locations or systems. Only staff who work directly with clients or who have administrative responsibilities will receive authorization to look at, enter, or edit client records. Additional privacy protection policies include:

- No client records will be shared electronically with another agency without written client consent;
- Client has the right to not answer any question, unless entry in to a service program requires it,
  - Client has the right to refuse service;
- Client has the right to know what has added to, deleted, or edited their client record;
- Client information transferred from one authorized location to another over the web is transmitted through a secure, encrypted connection.

**Computer Crime:** Computer crimes violate state and federal law as well as the Howard County HMIS Data Security Policy.

They include but are not limited to:

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- Unauthorized disclosure;
- Modification or destruction of data, programs, or hardware;
- Theft of computer services;
- Illegal copying of software;
- Invasion of privacy;
- Theft of hardware, software, peripherals, data or printouts;
- Misuse of communication networks;
- Promulgation of malicious software such as viruses;
- Breach of contract.

**End User Ethics:** Any deliberate action that adversely affects the resources of any participating organization or its employees is prohibited. ServicePoint users must not attempt to gain physical or logical access to data or systems for which they are not authorized. Users must not attempt to reverse-engineer commercial software. Users must not load unauthorized programs or data onto organizational computer systems.

# SECTION 1: CONTRACTUAL REQUIREMENTS AND ROLES

## ***Basic Requirements***

The following agencies, or any receiving McKinney-Vento homeless funds, must participate in the Howard County HMIS:

- Community Action Council of Howard County
- Bridges to Housing Stability
- HOPE Works
- Grassroots Crisis Intervention Center
- Howard County Government, Department of Citizen Services
- Howard County Government, Department of Housing and Community Development
- Howard County Mental Health Authority
- Howard County Health Department

Additional agencies that offer appropriate services may, and are encouraged to, participate in the HMIS.

Howard County, Maryland, holds a contract with Bowman Systems for the use of its ServicePoint product. The County has fully funded this project and anticipates continue its contractual obligation provided funding is available. Participating agencies receiving McKinney-Vento funds may, at a later date, be required to cover annual licensing and user charges should the County be unable to provide funding.

Existing and new Participating Agencies will not be granted access to the ServicePoint software system until a HMIS Participation Agreement has been signed.

## ***Management Structure***

The Howard County Department of Citizen Services is the lead agency for the Howard County HMIS/ServicePoint. The Department is responsible for oversight of all day-to-day operations including, but not limited to: planning, scheduling, and meeting project objectives, overseeing usage of ServicePoint, and Governing Principles and Policies and Procedures. These responsibilities will be handled through the position of an HMIS Administrator.

The HMIS Administrator is also responsible for:

- Technical Assistance
  - Provide training on a regular basis for agency staff;
  - Provide technical assistance and troubleshooting as needed;
  - Provide technical assistance in generating funder-required reports.
- Data Analysis
  - Provide data quality queries to sites on a regular basis;
  - Provide detailed countywide reports on families and individuals accessing emergency shelter.

For more information see the HMIS Data Quality Plan.

### *Participating Agencies*

The Executive Director of each Participating Agency will be responsible for oversight of all agency staff who generate or have access to client level data stored in ServicePoint. The Executive Director holds final responsibility for the adherence of his/her agency's personnel to the policies and procedures outlined in this document.

The Participating Agency's Executive Director is responsible for all activity associated with agency staff access and use of the ServicePoint system. This individual is responsible for establishing and monitoring agency procedures that meet the criteria for access to ServicePoint. The Executive Director will be held liable for any misuse of the system by his/her designated staff. The Executive Director agrees to allow access to the ServicePoint system based upon need. Need exists

only for those shelter staff, volunteers, or designated personnel who work directly with, or supervise staff who work directly with, clients.

The Executive Director will:

- Assume responsibility for integrity and protection of client level data entered into the ServicePoint system;
- Establish business controls and practices to ensure organizational adherence to the policies and procedures set forth herein;
- Communicate control and protection requirements to agency custodians and users;
- Monitor compliance and periodically review control decisions;
- Ensure the Universal Data Elements (defined by HUD) be entered into ServicePoint;
- Execute Interagency Data Sharing Agreements between any shelter/service program where sharing of client level information is to take place;
- Ensure users utilize Client Authorization forms to authorize the sharing of personal information electronically with other participating agencies through the ServicePoint system.

The Participant Agency's responsibilities are outlined in their HMIS Participation Agreement, the terms of which supersede all other documentation.

Howard County HMIS agrees to authorize use of the ServicePoint Software system only to users who need access to the system for technical administration of the system, report writing, data analysis and report generation, back-up administration or other essential activity associated with carrying out HMIS's responsibilities.

The **Participating Agency** agrees to authorize use of the ServicePoint Software system only to users who need access to the system for data entry, editing of client records, viewing of client records, report writing, administration or other essential activity associated with carrying out participating agency responsibilities.

Users are any persons who use the ServicePoint software for data processing services. They must be aware of the data's sensitivity and take appropriate measures to prevent unauthorized disclosure. Users are responsible for protecting institutional information to which they have access and for reporting security violations. Users must comply with the data security policy and standards as described in these Policies and procedures. They are accountable for their actions and for any actions undertaken with their usernames and passwords.

## **HMIS Committee**

### **Responsibilities:**

The HMIS Committee advises and supports Howard County HMIS operations in consumer involvement and quality assurance/accountability. The committee meets quarterly.

Membership of the HMIS Committee will be established according to the following guidelines:

- At least one representative from each participating agency;
- There will be a concerted effort to find replacement representatives when participation has been inactive or inconsistent from the organizations involved in the project;
- There will be a pro-active effort to fill gaps in the membership of the Committee in terms of constituency representation: consumer representatives, shelters for families and individuals, advocacy organizations, and government agencies that fund homeless assistance services, and statewide geographic distribution.

The HMIS Committee is an advisory committee to the HMIS. However, the HMIS Administrator delegates final decision making authority to the Committee on the selected key issues that follow. These issues include:

- Determining the guiding principles that should underlie the implementation activities of HMIS and participating organizations and service programs;
- Selecting the minimal data elements to be collected by all programs participating in the HMIS;
- Defining criteria, standards, and parameters for the release of aggregate data; and
- Ensuring adequate privacy protection provisions in project implementation.

The HMIS Committee will work with the HMIS Lead to:

- Advise for development and review of a privacy plan, security plan, and data quality plan, as well as any other HMIS policies and procedures;
- The data quality plan will include a plan to monitor the HMIS to ensure that:
  - Recipients and sub-recipients consistently participate in the HMIS;
  - HMIS is satisfying the requirements of all regulations and notices issued by HUD;
  - The HMIS Lead is fulfilling the obligations outlined in this HMIS Governance Charter and Participation Agreements with Participating Agencies.
- Oversee and monitor HMIS data collection and production of the following reports:
  - Point-In-Time Count;
  - Housing Inventory Chart;
  - Annual Homeless Assessment Report (AHAR); and
  - Annual Performance Reports (APRs).

## SECTION 2: PARTICIPATION REQUIREMENTS

- **High Speed Internet Connection:** Broadband recommended by Vendor. (See "Connectivity" in Section 2)
- **Identification of Agency Point Person:** Designation of one key staff person to serve as the Point Person. This person will be responsible resetting passwords and monitoring software access. This person will also be responsible for training new staff persons on how to use the ServicePoint system.
- **Training:** Commitment of Agency Point Person and designated staff persons to attend training(s) provided by HMIS Administrator prior to accessing the system online
- **Interagency Data Sharing Agreements:** Interagency Data Sharing Agreements must be established between any shelter/service program where sharing of client level information is to take place. See attached Interagency Data Sharing Agreement.
- **Client Consent Forms:** must be created for clients to authorize the sharing of their personal information electronically with other Participating Agencies through the ServicePoint software system where applicable. See attached Client Authorization Form for example.
- **Participation Agreement:** Agencies are required to sign a participation agreement stating their commitment to follow the policies and procedures for effective use of the system. **Minimal Data Elements:** Agencies will be required to enter minimal data elements as defined by the HUD and the HMIS Committee.

### *Implementation Requirements*

All new Participating Agencies must read and understand all participation requirements and complete all required documentation prior to implementation of the system.

HMIS Administrator will assist Participating Agencies in the completion of all required documentation.

### *Interagency Data Sharing Agreements*

**Written Agreement:** Participating Agencies wishing to share information electronically through the ServicePoint System are required to provide, in writing, an agreement that has been signed between the Executive Directors of Participating Agencies. See attached Interagency Sharing Agreement.

**Role of Executive Director:** The Executive Director is responsible for abiding by all the policies stated in any Interagency Sharing Agreement.

- Executive Directors wishing to participate in a data sharing agreement contact HMIS Administrator to initiate the process.
- Executive Directors complete the Interagency Sharing Agreement. Each participating agency retains a copy of the agreement and a master is filed with the HMIS Lead Agency (Howard County Department of Citizen Services).
- Each Client whose record is being shared must agree via a written client consent form (CSHS Release of Information) to have their data shared. A client must be informed what information is being shared and with whom it is being shared and for what length of time.
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### *Confidentiality and Informed Consent*

Participating Agencies agree to abide by privacy protection standards and agree to uphold all standards of privacy as established by the Howard County Department of Citizen Services.

These include, but are not limited to:

**Informed Consent: Oral Explanation (non-shared records):** All clients will be provided an oral explanation that their information will be entered into a computerized record keeping system. The agency may want to develop a fact sheet to post within the agency. HMIS suggests including the following information in the fact sheet:

- **What ServicePoint is** - a web based information system that allows providers of homeless services to capture information about the persons they serve
- **Why the agency uses ServicePoint** - to understand their clients' needs, help plan appropriate services for the people they serve, and inform policy.
- **Security** - only staff who work directly with clients or who have administrative responsibilities for managing ServicePoint can review, enter, or edit client records.
- **Privacy Protection** - no information will be released to another agency without written consent. Client has the right to not answer any question, unless entry into a program requires it. Client has the right to refuse service. Client has the right to know who has added to, deleted, or edited their ServicePoint record. Information that is transferred over the web is through a secure connection.
- **Benefits for Clients** - case manager tells client what services are offered on site or by referral through the assessment process. Case manager and client can use information to assist clients in obtaining resources that will help them meet their needs.

**Written Client Consent:** Each Client whose record is being shared electronically with another Participating Agency must agree via a written client consent form to have their data shared. A client must be informed what information is being shared and with whom it is being shared.

**Information Release:** The Participating Agency agrees not to release client identifiable information to any other organization pursuant to federal and state law without proper client consent.

**Federal/State Confidentiality Regulations:** The Participating Agency will uphold Federal and State Confidentiality regulations to protect client records and privacy. In addition, the Participating Agency will only release client records with written consent by the client, unless otherwise provided for in the regulations.

The Participating Agency will abide specifically by the Federal confidentiality rules as contained in 42 CRF Part 2 regarding disclosure of alcohol and/or drug abuse records. **A general authorization for the release of medical or other information is not sufficient for this purpose.**

**Unnecessary Solicitation:** The Participating Agency will not solicit or input information from clients unless it is essential to the provision of services to the client.

## ***Minimal Data Elements***

The Participating Agency is responsible for ensuring that all clients are asked a minimal set of questions for use in aggregate analysis. These include HUD's most current Data Standards as well as any minimal data elements determined by the HMIS Committee. These will be contained in each agency's primary assessment.

## ***Information Security Protocols***

Please reference Section 3.

## ***Connectivity and Maintenance of On-site Computer Equipment***

Participating Agencies are required to obtain an adequate Internet connection (greater than 56K/v90) to ensure proper response time and efficient system operation of ServicePoint.

Participating Agencies must commit to a reasonable program of data and equipment maintenance in order to sustain an efficient level of system operation including computer equipment configuration, Internet connectivity, data storage, and data back-up. As a matter of course, each agency must install virus protection software on all computers.

## ***Data Disposal***

Participating Agencies agree to dispose of documents that contain identifiable client level data by shredding paper records, deleting any information from diskettes before disposal, and deleting any copies of client level data from the hard drive of any machine before transfer or disposal of property.

## SECTION 3: USER AND DATA ACCESS

### *Access Privileges to ServicePoint*

Participating Agencies will apply the user access privilege convention set forth as follows:

- **User Access:** User access and user access levels will be deemed by the Executive Director of the Participating Agency in consultation with the HMIS Administrator. The HMIS Administrator will generate username and passwords within the Administrative function of ServicePoint.
- **User Name Format:** The HMIS Administrator will create all usernames using the first initial of the first name and last name. Example: John Doe's username would be jdoe. In the case where there are two people with the same first initial and last name, a sequential number should be placed at the end of the above format. Example: jdoe2, jdoe3.
- **Passwords:** Passwords are automatically generated from the system when a user is created. The HMIS Administrator will communicate the system-generated password to the user. The user will be required to change the password the first time they log onto the system. The password must be between 8 and 16 characters and contain 2 numbers. Passwords expire every 45 days.
- **Termination or Extended Leave from Employment:** The HMIS Administrator should terminate the rights of a user immediately upon termination from their current position. If a staff person is to go on leave for a period of longer than 30 days, their password must be inactivated within five business days of the start of their leave. The HMIS Administrator is responsible for removing users from the system. The HMIS Administrator must update the access list and signed agreements on a quarterly basis.

### *Access Levels for System Users*

User accounts will be created and deleted by the HMIS Administrator under authorization of the Participating Agency's Executive Director.

#### **User Levels:**

There are seventeen levels of access to the ServicePoint system. These levels should be reflective of the access a user has to client level paper records and access levels should be need-based. Need exists only for those staff, volunteers, or designated personnel who work with (or supervise staff who work directly with) clients or have data entry responsibilities.

### *Access to Data*

- **User Access:** Users will only be able to view the data entered by users of their own system. Security measures exist within the ServicePoint software which restricts agencies from viewing each other's data.
- **Raw Data:** Users who have been granted access to the ServicePoint Report Writer tool have the ability to download and save client level data onto their local computer. Once this information has been downloaded from the ServicePoint server in raw format to an agency's computer, these data become the responsibility of the agency. A Participating Agency should develop protocol regarding the handling of data downloaded from the Report Writer.
- **Agency Policies Restricting Access to Data:** The Participating Agencies must establish internal access to data protocols. These policies should include who has access, for what purpose, and how they can transmit this information. Issues to be addressed include storage, transmission and disposal of these data.
- **Access to Countywide ServicePoint Data:** Access will be granted, in aggregate form, based upon policies developed by the HMIS Committee.

## ***Access to Client Paper Records***

Participating Agencies will establish procedures to handle access to client paper records. These procedures include: identifying which staff has access to the client paper records and for what purpose; identifying how and where client paper records are stored; developing policy on length of storage and disposal procedures of paper records; and developing policy on disclosure of information contained in client paper records.

## ***Physical Access Controls***

Physical access to the system data processing areas, equipment and media must be controlled. Access must be controlled for the transportation of data processing media and other computer resources. The level of control is contingent on the level of risk and exposure to loss.

### **Access to computing facilities and equipment**

- The HMIS Administrator will work with Participating Agencies to determine the physical access controls appropriate for their organizational setting based on the HMIS Data Security Plan.
- All those granted access to an area or to data are responsible for their actions. Additionally, those granting another person access to an area are responsible for that person's activities.

### **Media and hardcopy protection and transportation**

- Printed versions of confidential data should not be copied or left unattended and open to unauthorized access.
- Media containing client-identified data will not be shared with any agency other than the agency that entered the data for any reason. HMIS data may be transported by authorized employees using methods deemed appropriate by the Participating Agency that meet the above standard. Reasonable care should be used, and media should be secured when left unattended.
- HMIS information in hardcopy format should be disposed of properly.

## ***Unique User ID and Password***

- **Discretionary Password Reset:** Initially each user will be given a password for one time use only. The first or reset password will be automatically generated by ServicePoint and will be issued to the User by the HMIS Administrator. Passwords will be communicated in written or verbal form. Temporary passwords can be communicated via email (as long as it is not in the same email message as the User ID). Contact the HMIS Administrator if a password needs to be reset.
- **Forced Password Change (FPC):** FPC will occur every 45 days once a user account is issued. Passwords will expire and users will be prompted to enter a new password. Users may not use the same password consecutively, but may use the same password more than once.
- **Unsuccessful Logon:** If a user unsuccessfully attempts to logon three times, the User ID will be "locked out", access permission revoked and unable to gain access until their account is reset.

## ***Right to Deny User and Participating Agency's Access***

The HMIS Administrator, Howard County Department of Citizen Services, may suspend or revoke a Participating Agency's or individual user's access for violation of the HMIS Data Security Plan.

The HMIS Administrator will investigate all potential violations of security protocols. Any agency that is found to have consistently and/or flagrantly violated security protocols may have their access privileges suspended or revoked.

## **SECTION 4: TRAINING AND TECHNICAL SUPPORT**

The HMIS Administrator, Howard County Department of Citizen Services, will offer training on an as needed basis to Participating Agencies, in addition to group trainings. All users must receive ServicePoint training prior using the system. Training will include security policies and procedures.

### ***Training Schedule***

A training schedule will be set via email regularly. Agencies are asked to RSVP for all trainings. Training sessions will be offered at the Gateway Building unless otherwise noted.

### ***Technical Support***

The HMIS Administrator, Howard County Department of Citizen Services, will assist agencies in:

- Start-up and implementation
- On-going technical assistance
- Training
- Technical assistance with report writing

The following procedures shall be followed when requesting technical support:

- Agency Management Staff (Executive Director or Agency Point Person) will contact the HMIS Administrator.
- The HMIS Administrator will, if necessary communicate with Bowman Internet Systems, the ServicePoint vendor.
- The HMIS Administrator will be available Monday through Friday, between 8:00 a.m. and 5:00 p.m., excluding County, State, and Federal holidays, or unanticipated emergencies.

The HMIS Administrator will notify, if possible, Participating Agencies of planned interruption to service via email as well as posting in the ServicePoint News area. It is recognized by Participating Agencies that ServicePoint is a web-based product, hosted by Bowman Internet Systems. The HMIS Administrator, Howard County Department of Citizen Services, cannot control unanticipated interruptions of service by Bowman Internet Systems.

### ***Planned Interruption to Service***

The HMIS Administrator will notify, if possible, Participating Agencies of planned interruption to service via email as well as posting in the ServicePoint News area. It is recognized by Participating Agencies that ServicePoint is a web-based product, hosted by Bowman Internet Systems. The HMIS Administrator, Howard County Department of Citizen Services, cannot control unanticipated interruptions of service by Bowman Internet Systems.

### ***Service Restoration***

Unless the original communication stated the resumption time, HMIS staff will notify via e-mail that service has resumed.

# **SECTION 5: DATA RELEASE PROTOCOLS**

## ***Data Release Authorization and Distribution***

All data that are to be publicly released must be in aggregate format.

### **Release of Data Principles (Participating Agency)**

- Only de-identified aggregate data will be released.
- Program specific information will not be released without written consent of the Participating Agency Executive Director.
- There will be full access to aggregate data for all Participating Agencies.
- Aggregate data will be available in the form of an aggregate report or as a raw data set.
- Only aggregate data will be made directly available to the public.
- Parameters of the aggregate data, that is, where the data comes from, what it includes and what it does not include will be presented with each report.

### ***Right to Deny Access to Client Identified Information***

- Any request for client identified data from any person, agency, or organization other than the agency of origin will be forwarded to the HMIS Administrator for review.
- Pursuant to HMIS Administrator, any outside entity must obtain the written consent of every client contained within the database prior to the release of data.

### ***Right to Deny Access to Aggregate Information***

HMIS Administrator retains authority to deny access to all aggregate data contained within the system, on a local or private level. The State of Maryland will have the authority to pull ONLY aggregate information for reporting purposes as granted by the Howard County Continuum of Care.

When a person or organization requests data, the request will be reviewed by the HMIS Administrator. The State will retain authority to use aggregate data, as collected in the Data Warehouse, for federal and statewide reporting.

***The HMIS Administrator, Howard County Department of Citizen Services, may amend these policies and procedures at any time with input from the HMIS Committee.***

# SECTION: GLOSSARY

## Acronyms

- CoC:** Continuum of Care  
**CSHS:** Coordinated System of Homeless Services  
**HUD:** United States Department of Housing and Urban Development  
**HMIS:** Homeless Management Information System  
**NOFA:** Notice of Funding Availability

## Definitions

- Aggregate data:** Communitywide data that are de-identified and can be used for analytical purposes.
- Annual progress report (APR):** A standard Federal reporting form used by the U.S. Department of Housing and Urban Development for CoC homeless grant programs.
- Antivirus programs:** Computer programs that detect and rid computer systems of electronic viruses and thus prevent and/or mitigate file corruption and data loss.
- Application software:** Computer programs designed to accomplish specific tasks or transactions. HMISs are application software.
- Central server:** A computer or group of computers that contains the main application software or aggregate data in a distributed HMIS.
- Client(s):** An individual or family experiencing homelessness, threatened with the imminent prospect of homelessness, or with a former experience of homelessness, **and** accessing services within the CoC.
- Client confidentiality:** Except as provided by law or incorporated in properly executed consent, a client's right to guaranteed privacy of the personal information that is stored within the HMIS.
- Client consent:** Oral permission to participate in the HMIS (or, in the case of information that is required by program funders, acknowledgment that the information is being collected, stored, and aggregated for reporting purposes within the HMIS). Written consent is written permission to share personal information that is stored in the HMIS with another agency. The HMIS client consent form should explicitly state how the data will be collected, shared, and used, and explain a client's right to protect and limit its use.
- Client-level data:** Data about an individual HMIS client.
- Communications server:** A dedicated server that remote users can connect to through communications devices such as modems.
- Computer operating systems:** Computer programs that manage end user interaction with the system. Microsoft Windows is an example of an operating system.
- Computer networking:** The process of connecting multiple computers to facilitate easy sharing of files or programs. Networked computers can share common resources such as a printer or a database.
- Concurrent users:** The number of computer users accessing a system simultaneously.
- Connectivity:** The technology used to upload/download data files to/from other computers or to link to the Internet.
- Consent form:** The consumer's written authorization to have their data input in an HMIS and/or shared with other agencies.
- Continuum of Care (CoC):** A coordinated approach at the local level to deliver services to persons who are homeless. A CoC generally includes a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons. HUD issues an annual Notice of Funding Availability (NOFA), known as the CoC grant, to local communities for housing and service funds.
- Coverage:** The proportion of shelter users that is represented in the data.
- Database:** A collection of information organized so that a computer program can quickly select desired pieces of data. You can think of a database as an electronic filing system.
- Data encryption:** The conversion of plain text into masked data by scrambling it using a secret code that hides its meaning to any unauthorized viewer. Computers encrypt data by using algorithms or formulas. Encrypted data are not readable unless they are converted back into plain text via decryption.
- Data sharing agreement:** An agreement among participating agencies about the sharing of consumer data. The agreement should define which agencies will share what data elements under what particular circumstances.
- Data warehouse:** A system for storing, retrieving, and managing large amounts of data. Data warehouses contain a wide variety of data that present a coherent picture of conditions at a single point in time.
- End user:** The participating agency staff person who will be using the HMIS to enter and/or extract data.
- Firewall:** A hardware and/or software system that enforces access control between two networks.
- Function:** The specific capabilities or features that the HMIS performs.

**Homeless Management Information System (HMIS):** A computerized data collection system that stores information about persons experiencing homelessness, collected throughout the community from the various agencies that provide services to these individuals. Client-level information collected from each program can be aggregated with data from other programs using a unique client identifier to determine unduplicated system wide information, such as the overall level of homelessness, service effectiveness, and unmet community needs.

**HMIS Administrator:** The personnel responsible for overseeing the HMIS System.

**Internet service provider (ISP):** Any company that provides individuals or organizations with internet service.

**Local area network (LAN):** A network that is geographically limited, allowing easy interconnection of computers within offices or buildings.

**Logon process:** The procedure by which a computer network authenticates a user.

**Longitudinal data:** Information collected about particular individuals over time.

**Network:** Several computers or computer systems linked to one another.

**Participating agency:** An agency that participates in the HMIS.

**Real-time:** Pertaining to the current moment. Technology that allows a user to receive data during the actual time that it is entered into the system.

**Record-level encryption:** Data encryption that occurs at the field (data element) level within an information record.

**Secure Socket Layer (SSL) protection:** A communications protocol used to secure sensitive data. SSL is normally described as wrapping an encrypted envelope around message transmissions over the Internet.

**Security:** Absolute protection of the client and program information stored in the HMIS from unauthorized access, use, or modification. Servers can host and send files, data, or programs to client computers.

**Site:** A location that uses an HMIS and at which services to homeless and at-risk consumers are provided.

**Site preparation:** Preparation for installation of a new HMIS.

**Software license:** The right of an organization or individual to use or access a computer program developed by a third party, for a fee.

**Software license agreement:** Agreement between the developer of a software product and its users that specifies the rules under which software distribution, installation, and usage can occur.

**Software release:** A version of a software product that is available on the market.

**Systems implementation:** A stage in the HMIS project during which the various system components (hardware, software, databases, etc.) are created or acquired, assembled, and put into operation.

**Technical capacity:** The documented sets of technical skills and resources available for undertaking an HMIS project.

**Technical requirements:** The documented sets of technical skills and resources necessary for undertaking an HMIS project.

**Undisclosed locations:** Sites, such as shelters for victims of domestic violence, which have chosen to hide their location in order to protect program consumers.

**Unique client identifier (ID):** A code associated with a single individual that can be used to create an unduplicated client count, but which cannot be used to identify that individual.

**Vendor developed:** A commercially developed software system.

**Web-enabled application:** Application software designed to operate as an Internet application. Users access the system with a Web browser such as Netscape or Internet Explorer.

**Wide area network (WAN):** A network that is not geographically limited, and can link computers in different locales and extend over large distances. A WAN is often used to connect computers that are not located in the same office or building.

# SECTION: ATTACHMENTS

## *Data Quality Plan*

### Howard County HMIS

### Data Quality Plan

December 2013

#### **Timeliness of Data**

In order to generate accurate, meaningful reports, the HMIS database must contain the most current information on the clients served. Ideally, information will be entered as soon as it is collected, to ensure the most current data. If that is not possible to enter the client information immediately, the information must be entered as soon as possible.

Standards:

- Client information is entered within 5 business days of the occurrence in which a service is provided.
- Client information is updated regularly at exit or annual assessment – per requirements relative to each universal and program specific data elements.

#### **Data Accuracy**

It is critical for information entered into the HMIS database to accurately represent the people receiving services from Participating Agencies. Inaccurate data is more harmful than incomplete information. If information is incomplete it is possible to acknowledge this gap. Users should understand that it is better to enter nothing (or “don’t know” or “refused” if a question is required) than to enter inaccurate information.

Standards:

- At least 95% of data entered into HMIS must reflect what clients report.
- Staff entering information into HMIS must enter information as it is stated by the client. All users and Participating Agencies must enter data consistently, in the same way.

#### **Data Completeness**

Each month the HMIS Administrator will run data completeness reports for all Participating Agencies to monitor services, Entry/Exits, and null data elements. A “grade” of “B” or above is expected from all agencies. Reports will be analyzed to identify weaknesses in data for each participating agency, to be addressed at the next training opportunity. If the “grade” is less than a “B,” an emergency training session will be called with the agency.

Standards:

- All HUD funded homeless assistance programs must enter into HMIS.
- All Universal Data Elements will be entered.
- At least 95% of clients will have complete program data elements entered.
- At least 95% of clients will have services entered, when provided.
- At least 95% of clients that exit a program will have exit destinations entered.
- 5% is the maximum limit for null data.
- 5% is the maximum limit for “don’t know” and “refused” responses.

#### **Training**

Regular group trainings will be offered in a suitable facility where each attendee can have an individual work station.

Trainings will also be offered on an as-needed basis. As-needed trainings can be requested by the Participating Agency or the HMIS Administrator. The HMIS Administrator may request a training session if it is determined that an "emergency" training is necessary or an upgrade to the system occurs.

If requested to do so by a Participating Agency, the HMIS Administrator will also negotiate a designated time to spend with the agency on a regular basis.

See Training Section of Howard County HMIS Policies and Procedures.

**Communication**

The HMIS Administrator will be available during business days from 8:00 a.m. – 5:00 p.m. to answer questions.

A quarterly newsletter will be sent to all users with upgrade information, data entry tips, and upcoming trainings and events.

## **Security Plan**

# Howard County HMIS Security Plan

December 2013

The Department of Housing and Urban Development (HUD) requires implementation of security standards. Security standards are directed to ensure the confidentiality, integrity, and availability of all HMIS information; protect against any reasonably anticipated threats or hazards to security; and ensure compliance by end users. Written policies and procedures must comply with all applicable Federal law and regulations, and applicable state or local governmental requirements.

### **Security Awareness**

The HMIS Administrator will ensure all users receive security training prior to using the system. Security training is a part of user training and covered in user training sessions.

See Training Section of Howard County HMIS Policies and Procedures.

### **Physical Safeguards**

Access to areas containing equipment, data, and software will be secured. All client-identifying information will be strictly safeguarded in accordance with the latest technology available. Data will be secured by, at least, the following:

- Server hardware physical security (locked office)
- Server software security (username accounts/password protection)
- Network software security (firewall)
- Network hardware security (locked office)

Users will:

- Not share login information with any other individual.
- Reset password every 45 days.
- Log out of the HMIS when leaving their computer.
- Close/log out of the HMIS when any other individual not authorized to view data is able to view monitor.
- Not release/distribute report unless they are in aggregate form, with no identifying information.

See User and Data Access Section and Data Release Protocols Section of Howard County HMIS Policies and Procedures.

### **Technical Safeguards**

Anti-virus protection shall be installed on each workstation used to access the HMIS, whether from a Participating Agency, or from a remote location.

- A Participating Agency or a user's access may be suspended or revoked for suspected or actual violation of security protocols.
- All potential violations will be investigated.

*Please refer to Bowman Securing Client Data (attached) in reference to HMIS Client Information Security.*

*HMIS Administrator and HMIS Committee will annually review and revise, as needed, policies and agreements that protect and control access to HMIS information.*

Bowman System Security Document available upon request.

## Privacy Policy

### Howard County HMIS/SERVICEPOINT Privacy Policy Notice

Effective 1 October 2004

Revised 1 December 2013

THIS NOTICE DESCRIBES HOW PRIVACY INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ AND REVIEW THIS DOCUMENT CAREFULLY. THE PRIVACY OF YOUR PERSONAL INFORMATION IS IMPORTANT TO US.

#### **Purpose of this Notice**

The Howard County Department of Citizen Services, and its local homeless service providers, is required to collect information about persons who access services through the use of the Homeless Management Information System (HMIS)/ServicePoint. ServicePoint is a web-based software application designed to record and store client-level characteristics, service needs and usage of services by homeless persons. This method of data collection allows the Department and its service providers to coordinate services more efficiently, produce statistical reports, and share information with selected partner agencies if the client signs a Release of Information (ROI). Please note that even if you do not want your information to be shared with other agencies, or your actual name entered into the system, we must still record some information in the system, taking extreme care to protect your name and privacy. Even if you choose to allow us to share information with other agencies, records about substance abuse, physical and mental health, HIV, and domestic violence will not be shared without your specific written or informed consent.

#### **Programs Covered by this Notice**

With the exception of Domestic Violence agencies, the HMIS Data and Technical Standards Notice required all HUD McKinney-Vento funded programs that assist homeless persons to collect "Universal Data Elements" and, when applicable, "Program Specific Data Elements" for each client assisted. In addition, Participating Agencies in the Coordinated System of Homeless Services (CSHS) must enter the same information.

#### **Legal Duty**

We are required by applicable federal and state law to maintain the privacy of your private personal information. This Notice must be available at the service delivery site and be posted in a clear and prominent location where it is reasonable to expect any individuals seeking service to be able to read the Notice. Procedures are in place for accepting and considering complaints about privacy and security policies. Every staff member entering for accessing data in the system is required to sign a confidentiality agreement and receive new user and on-going privacy training.

#### **Amendment Policy/Right to Receive Copy of this Notice**

We reserve the right to change this Notice at any time. This Notice is not a legal contract. If changes are made a copy of the revised Notice will be posted at all service locations. You may request a copy of our HMIS Privacy Policy at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

#### **Protected Personal Information (PPI)**

Only information that is appropriate for the programs covered by this Notice is collected. All information is collected by lawful and fair means. Copies of all forms that collect PPI are given to clients. Any request by clients to correct inaccurate information must be considered. Changes, deletions, or supplements should be notated where inaccurate or incomplete. At initial entry into a program, and again at each annual review, all forms and information are explained. All Release of Information forms must be signed every two years. The collection and use of all personal information is guided by strict standards of confidentiality.

Howard County Department of Citizen Services • 6751 Columbia Gateway Drive, 3<sup>rd</sup> Floor, Columbia, Maryland 21046  
Telephone (410) 313-6400 Fax (410) 313-6424 TTY (410) 313-6401

# **HMIS PARTICIPATION AGREEMENT**

## **BETWEEN**

**Howard County, Maryland**

*Department of Citizen Services*

and

**[Participating Agency]**

**This Agreement** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Howard County, Maryland**, a body corporate and politic, hereinafter referred to as the "County," and [Participating Agency], hereinafter known as the "Participating Agency," sometimes referred to herein individually as "Party" and collectively as "the Parties."

## **I. INTRODUCTION**

The federal Department of Housing and Urban Development requires that all entities receiving federal funds for homeless services establish and maintain a Homeless Management Information System ("HMIS"). The County, through the Department of Citizen Services ("the Department") uses ServicePoint, developed by Bowman Systems, as its HMIS.

ServicePoint is a web-based application that provides client tracking, case management, service and referral management, bed availability for shelters, resource indexing, and reporting. The Department is the lead agency for the Continuum of Care for Homeless Services in Howard County and is responsible for the implementation of ServicePoint.

ServicePoint allows Participating Agencies within the Howard County Continuum of Care for Homeless Services to share information on common clients. Goals of the Continuum include: an ability to expedite client intake procedures; improved referral accuracy; increased case management and administrative tools; and the ability to follow demographic trends and service utilization patterns of families and individuals experiencing homelessness or at risk of homelessness.

Access to ServicePoint is limited to Participating Agencies. When used correctly and faithfully by all involved parties, ServicePoint is designed to benefit multiple stakeholders, including County Government, homeless service agencies, and the consumers of homeless services, through a more effective and efficient service delivery system.

## **II. Confidentiality**

### **A. Federal and State Regulations**

1. The Participating Agency will uphold relevant Federal and State confidentiality regulations and laws that protect client records. The Agency will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or

laws. A client is anyone who receives services from the Participating Agency and a guardian is one legally in charge of the affairs of a minor or a person deemed incompetent.

#### **B. Consent and Documentation**

1. The Participating Agency will provide a verbal explanation of ServicePoint and arrange for a qualified interpreter or translator in the event that a client is not literate in English or has difficulty understanding the consent form(s).
2. The Participating Agency will not solicit or input information from clients into ServicePoint unless the information is essential to provide services or conduct evaluation.
3. The Participating Agency will ensure that all staff or volunteers who are issued a User Identification and Password to ServicePoint abide by this Partnership Agreement, including the confidentiality rules and regulations listed in this Partnership Agreement. Each user will be required to sign a User Agreement.
4. The Participating Agency will maintain all client authorizations for release of information for a period of five (5) years.

### **III. Participant Agency Responsibilities**

- A. The Participating Agency agrees to enter basic client data into ServicePoint including all HUD required data elements. The Participating Agency shall not permit users to share user identifications and passwords.
- B. The Participating Agency will not give or share assigned user identification and passwords to access ServicePoint with any other organization, governmental entity, business, or individual.
- C. The Participating Agency will not misrepresent its client base in ServicePoint by knowingly entering inaccurate information.
- D. The Participating Agency will enter a client into ServicePoint within five business days of client intake. Completeness and accuracy of data entry must meet standards set by the Department. Compliance with these standards will be monitored monthly by the Department. Standards will be established in conjunction with participating agencies and will be provided as an addendum to this agreement.
- E. The Participating Agency will designate a staff person to serve as a liaison with the ServicePoint Administrator. The liaison will be responsible for scheduling staff training, requesting reports, establishing workflow and other matters related to internal ServicePoint operations.
- F. Users are required to attend a minimum of four meetings/trainings per year. See IV. E. below.

### **IV. Department Responsibilities**

- A. Except as provided in IV. B, the Department will pay the costs of the contract with Bowman Systems.
- B. The Department will provide the appropriate number of licenses for each Participating Agency up to a maximum of ten licenses per Agency.
- C. The Department will perform all required system maintenance.
- D. The Department will respond to user requests within two business days.
- E. The Department will provide technical assistance to all ServicePoint users. In addition to on-going assistance, the Department will hold bi-monthly meetings/trainings for all users.

### **V. Access to Information**

- A. The Participating Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

- B. The Participating Agency understands that the Department of Citizen Services will have access to all client information to run aggregate reports for planning, funding, and database maintenance purposes. The Department of Citizen Services will not release any identifying information to any other Participating Agency, organization, governmental entity, business or individual.

## **VI. Termination**

- A. **In Effect Until Terminated.** This agreement shall remain in effect unless terminated in writing by either Party, with 30 days' advance written notice.
- B. **Termination for Default.** Notwithstanding paragraph A of this section, the County may terminate this agreement immediately if the Participating Agency commits a serious violation of this Partnership Agreement, with the County at its sole discretion to determine what constitutes a serious violation. For a violation that the County determines to be less serious, the County may temporarily suspend the Participating Agency's access to ServicePoint until the violation is corrected. If the Participating Agency has a history of repeated violations, the County may terminate this Partnership Agreement.

## **VII. Indemnification**

The Participating Agency agrees to indemnify and hold the County harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney fees and costs of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Participating Agency's fault or negligence in the performance of or failure to perform its responsibilities as stated in this Partnership Agreement, or occasioned all or in part by any act or omission of the Participating Agency, its agents or employees.

## **VIII. Insurance**

The Participating Agency shall obtain and maintain general liability insurance as necessary to protect in any legal action, tort, contract, or other liability which may be raised against the Participating Agency or the County. The Participating Agency shall provide the County with documentation of insurance as the County may require, including evidence that the policies may not be terminated without thirty (30) days' prior written notice to the County.

## **IX. Miscellaneous**

- A. This agreement may be amended by written agreement executed by both Parties.
- B. Neither Party shall transfer or assign any rights or obligations without the written consent of the other party.
- C. The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for ServicePoint and its support can be made.
- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on by affixing hereon their respective seals and signatures of the proper offices.

**WITNESS:**

**PARTICIPATING AGENCY:**

\_\_\_\_\_  
Name

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

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

Ken Ulman  
County Executive

**APPROVED** for Legal Sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED** for Financial Sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Stanley J. Milesky  
Acting Director of Finance

**APPROVED** for Program Sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Lois Mikkila, Director  
Department of Citizen Services

**End User License Agreement**

**Homeless Management Information System  
End User License Agreement**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between Howard County Government and [individual's name] \_\_\_\_\_.

This document contains the specific obligations that each end user and Howard County Government must follow in order to participate in the Homeless Management Information System (HMIS).

1. The End User will fully comply with the End User Terms within these Policies and Procedures and hereby agrees to fully indemnify and hold harmless Howard County Government from any unauthorized use, improper use, or misuse of the software and the system by the Agency and/or its staff, or any violation of law arising out of or in connection with the acts or omissions of Agency and its staff and the Agency's participation in the HMIS reporting process.
2. All End Users must be trained by the HMIS administrator prior to obtaining access to the \_\_\_\_\_ system; all staff will be trained on relevant information security issues.
3. End Users will adhere to the HMIS Client Release Form and the Partnership Agreement that outline specific policies regarding release of aggregate data.
4. End Users are responsible for protecting institutional information to which they have access and for reporting security violations.
5. End Users must comply with the data security policy and standards as described in these Policies and Procedures.

By signing this document, I agree to abide by all policies as stated in the Howard County Department of Citizen Services HMIS Partnership Agreement.

\_\_\_\_\_  
[Individual's Signature]

\_\_\_\_\_  
Catherine Wellman, HMIS Administrator



**Client Authorization Form**

**Client Authorization  
Homeless Management Information System**

Name of Agency: \_\_\_\_\_

Client Information:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

The Howard County Homeless Management Information System (HMIS) is administered by the Howard County Department of Citizen Services (DCS), a part of the Howard County Government. It is designed to help improve services to those members of our community who are experiencing homelessness, or who are at risk of homelessness. The DCS does this by allowing personnel at Participating Agencies to share information needed for service delivery, and to track demographic trends and service patterns. The HMIS is a web-based product called ServicePoint, which is a secure, encrypted software product. Your personal records are secured at the highest level of encryption currently available.

I understand that all information gathered about me is personal and private and I am releasing it in confidence. I have reviewed and understand the Privacy Policy Notice explaining ServicePoint and its intended use within the Howard County Continuum of Care. I further understand that basic identifying information may be shared with other Participating Agencies including, but not limited to: The Community Action Council, Bridges to Housing Stability Inc., Grassroots Crisis Intervention Center, the Howard County Department of Housing and Community Development, the Howard County Mental Health Authority, and Humanim, Inc. Unless I make a formal request to the Participating Agency listed above, to the Howard County DCS, or to the System Administrator that I no longer want to participate in the HMIS, this release will remain in effect for two (2) years from today, and will expire on \_\_\_\_\_.

I authorize the Howard County DCS to obtain and share my basic identifying information and non-confidential service information with other Participating Agencies. Under no circumstances will medical, mental health, substance abuse, or domestic violence information or case notes be shared.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Authorizing Signature

Based on the above information, I authorize basic identifying information and non-confidential service transactions of my dependent(s) to be shared as noted above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Authorizing Signature