

MEMORANDUM OF UNDERSTANDING

BETWEEN

TX 601 Continuum of Care Board and the

TX601 Collaborative Applicant – Tarrant County Homeless Coalition

WHEREAS the Continuum of Care Board (CoC Board) shall serve the geographic area of the Fort Worth/Arlington/Tarrant County Continuum of Care TX 601, which includes all of Tarrant and Parker County, Texas, to:

- Promote community-wide commitment to the goal of ending homelessness;
 - Provide funding for efforts by nonprofit providers, States and local governments to re-house homeless individuals and families rapidly while minimizing the trauma and dislocation caused to homeless individuals, families, and communities as a consequence of homelessness;
 - Promote access to and effective use of mainstream programs by homeless individuals and families;
 - Optimize self-sufficiency among individuals and families experiencing homelessness;
- and

WHEREAS the CoC Board shall develop policies and procedures conforming to the U.S. Department of Housing and Urban Development (HUD) requirements detailed in 24 CFR part 578.1 to designate a CoC Lead Agency to serve as the Collaborative Applicant to operate the Continuum of Care (CoC) to support year-round Continuum of Care planning of homeless and homeless prevention housing and services; and

WHEREAS the Tarrant County Homeless Coalition has been designated as the Collaborative Applicant by Resolution of the CoC Board of Directors, and as such is the sole eligible applicant for the HUD CoC Program Planning Grant funds, and shall manage the required HUD process on behalf of the CoC Board to ensure the maximum amount of funds are received by the CoC jurisdiction and that the CoC is in compliance with all applicable HUD rules and regulations; and

WHEREAS the Tarrant County Homeless Coalition has been designated as the Administrator of the Homeless Management Information System (HMIS) by a Resolution of the CoC Board of Directors,

The parties agree to the following:

ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT:

- I. Maintain CoC Board of Director meeting agendas and minutes and post to the TCHC website in a timely fashion.

- II. Keep the CoC Board of Directors up to date on relevant changes in HUD rules and regulations
- III. Provide a Quarterly Collaborative Applicant/CoC Planning report
- IV. Conduct the HUD CoC Program Grant process
- V. Produce Annual Reports including
 - a. State of the Homeless Address report on homeless services needs and gaps
 - b. Point In Time Count (PIT)
 - c. Housing Inventory Chart (HIC)
 - d. Annual Homeless Assessment Report (AHAR)
 - e. CoC Program Grant Score Debrief and Improvement Report
- VI. Serve as the HMIS Lead Agency, operating the HMIS compliant with the HUD HMIS CoC Program Grant and data collection and reporting standards
- VII. Coordinate and facilitate collaboration among agencies to ensure successful planning and partnerships in the Continuum of Care geographic area

ROLES AND RESPONSIBILITIES OF THE CoC BOARD OF DIRECTORS:

- I. Ensure that the funds and resources needed by the Collaborative Applicant for its work outlined in the roles and responsibilities are adequate and available.
- II. Establish funding priorities for CoC Program and Emergency Solutions Grant assistance through fair, objective, and transparent processes.
- III. Ensure that any potential and or perceived conflicts of interest are addressed in an effective, open, and timely manner.
- IV. Collaborate to secure and align local public and private funds, state funds, and federal funds to prevent and end homelessness.
- V. Review and approve the funding application and response to HUD's annual CoC Program NOFA for homelessness assistance resources.
- VI. Provide to the Collaborative Applicant an annual planning timeline and data and analysis information needs.
- VII. Conduct a bi-annual performance review of the Collaborative Applicant.

DURATION AND RENEWAL

Except as provided in the TERMINATION section, the duration of the MOU shall be from January 15, 2014 through January 14, 2015. This agreement shall renew automatically unless either party gives notification pursuant to TERMINATION section.

AMENDMENTS/NOTICES

This MOU may be amended in writing by either party and is in effect upon signature of both parties. Notices shall be mailed, emailed or delivered to:

- 1. Chair of the Fort Worth/Arlington/Tarrant County Continuum of Care Board of Directors
- 2. President/Executive Director of the Tarrant County Homeless Coalition

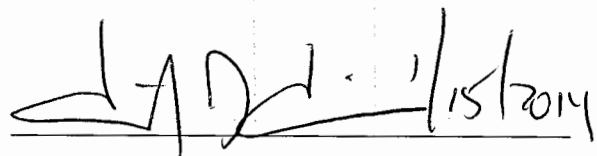
TERMINATION

Either party may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other party. If the HUD CoC Program Planning Grant funds relied upon to undertake activities described in the MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 30 days by providing written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

Signatures:



 Chair
 CoC TX601 Board of Directors



 President/Executive Director
 Tarrant County Homeless Coalition



**Fort Worth/Arlington/Tarrant County Continuum of Care TX 601
Homeless Management Information System**

**Participation Agreement
Between**

TCHC

and

(Agency Name)

This agreement is entered into on ____/____/____ (MM/DD/YYYY) between the Tarrant County Homeless Coalition, as lead agency for the Fort Worth/Arlington/Tarrant County Continuum of Care TX 601, hereafter known as "TCHC," and **Arlington Urban Ministries** (*Agency name*), hereafter known as "Agency," regarding access, use and sharing of data with the TCHC Continuum of Care Homeless Management Information System, hereafter known as the "TCHC CoC HMIS."

I. Introduction

The TCHC CoC HMIS (ETO Software), a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the Fort Worth/Arlington/Tarrant County Continuum of Care (CoC) to enter, track, and report on information concerning their own clients and to share information on common clients.

TCHC CoC HMIS goals are to:

- Improve coordinated care for and services to homeless persons in the CoC.
- Provide a user-friendly and high quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning, and

- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD) and the CoC.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the TCHC CoC HMIS is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless.

II. TCHC Responsibilities to TCHC CoC HMIS ETO Software users:

1. Will provide the Agency 24-hour access to the TCHC CoC HMIS ETO database system, via internet connection at tchc.etosoftware.com.
2. Will provide Privacy Notices, Client Release forms and other agreements that may be adopted or adapted in local implementation of TCHC CoC HMIS functions.
3. Will provide both initial training and periodic updates to that training for core Agency Site Administrator Staff regarding the use of the ETO software system, with the expectation that the Agency will take responsibility for conveying this information to all Agency Staff using the system.
4. Will provide basic user support and technical assistance (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 8:30 AM to 4:30 PM on Monday through Friday (with the exclusion of holidays). ETO software is supported with direct vendor provided desktop support from Social Solutions, Inc. at www.SocialSolutions.com.
5. Will not publish reports on client data that identify specific agencies or persons, without prior Agency (and where necessary, client) permission. Public reports otherwise published will be limited to presentation of aggregated data within the TCHC CoC HMIS ETO database.
6. Publication practice will be governed by policies established by relevant committees operating at the TCHC CoC HMIS level for continuum-wide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

III. Responsibilities of non-TCHC CoC HMIS ETO Software User Agencies

1. The Agency will share with the TCHC CoC HMIS client data on all homeless programs run by the Agency operating within the Fort Worth/Arlington/Tarrant County Continuum of Care.
2. If the Agency utilizes a different third-party software system as an HMIS, the Agency will share the client information in the required *HUD CSV file format* and transmit the data via ftp secured web portal by the 5th day of each month with data from the previous month.

IV. Privacy and Confidentiality

A. Protection of Client Privacy

1. The Agency will comply with all applicable federal and state laws regarding protection of client privacy.
2. The Agency will comply specifically with federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands that the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients
3. The Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with new rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
4. The Agency will comply with all policies and procedures established by TCHC pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of the TCHC CoC *Data Privacy Notice* to each consumer. The Agency will obtain each consumers consent to collect data on the *Client Consent of Data Collection* (or an acceptable Agency-specific alternative) form. If consent is not given then the Agency will enter consumer information as “anonymous”. The Agency will provide a verbal explanation of the TCHC CoC HMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the *Data Privacy Notice* or *Client Consent of Data Collection* form (DC).
2. The Agency will not solicit or enter information from clients into the TCHC CoC HMIS database unless it is essential to provide services or conduct evaluation or research.
3. The Agency will not divulge any confidential information received from the TCHC CoC HMIS to any organization or individual without proper written consent by the client on the *Client Release of Information Consent Form (ROI)* unless otherwise permitted by applicable regulations or laws.

4. The Agency agrees to place all *Client Release of Information Consent* forms related to the TCHC CoC HMIS in a file to be located at the Agency's business address and that such forms will be made available to TCHC for periodic audits. The Agency will retain these TCHC CoC HMIS-related *Release of Information Consent* forms for a period of **7** years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
5. The Agency acknowledges that clients who choose not to consent to release of information cannot be denied services for which they would otherwise be eligible. The Agency will secure a completed *Client Revocation of Release of Information Consent Form (REV)* for these clients.
6. The Agency will ensure that all persons who are issued a User Identification and Password to the TCHC CoC HMIS System abide by this *Participation Agreement*, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.
7. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training provided by TCHC on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User ID.
8. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

C. Inter-Agency Data Sharing Agreements

1. Agencies are encouraged to share the maximum amount of client data with other Participating Agencies electronically through the ETO Software System.
2. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Agency(ies) in the TCHC CoC HMIS. The Agency will document client consent on the TCHC CoC HMIS ETO *Client Release of Information Consent Form (ROI)*.
3. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the TCHC CoC HMIS ETO system.
4. The Agency agrees to place all *Client Release of Information Consent* forms related to the TCHC CoC HMIS in a file to be located at the Agency's business address and that such forms will be made available to TCHC for periodic audits. The Agency will retain these TCHC CoC HMIS -related *Release of Information Consent* forms for a period of **7** years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
5. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

C. Custody of Data

1. The Agency acknowledges, and TCHC agrees, that the Agency retains ownership over all information it enters into the TCHC CoC HMIS and the CoC retains ownership of the aggregation of all information in the database.
2. In the event that the TCHC CoC HMIS Project ceases to exist, Participating Agencies will be notified and provided reasonable time to access and save client data on those served by the Agency, as well as reporting, statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored.

V. Data Entry and Regular Use of TCHC CoC HMIS

1. The Agency will not permit User ID's and Passwords to be shared among users.
2. If a client has previously given the Agency permission to collect information and then chooses to revoke that permission on the *Client Revocation of Consent of Release of Information* form (REV), the Agency will contact the TCHC CoC HMIS immediately to properly disable access to the client information.
3. If the Agency receives information that necessitates a client's information be entirely removed from the TCHC CoC HMIS, the Agency will work with the client to complete a brief *Delete Request Form*, which will be sent to the TCHC CoC HMIS System Administrator for deactivation of the client record.
4. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, Shelter + Care Program, or Emergency Solutions Grant Program, or Homeless Prevention Rapid Rehousing. These data elements may be found in the Federal Register/ July 30, 2004 / p. 45888 et. seq. or on the TCHC CoC HMIS ETO *Client Consent of Data Collection* Form (DC).
5. The Agency will enter data in a consistent manner, and will strive for real-time, or close to real-time data entry, but no later than within three business days after a service or effort is provided to the client. If a User account is inactive for more than six weeks, the User account may be subject to reassignment to another agency.
6. The Agency will routinely review records it has entered in the TCHC CoC HMIS for completeness and data accuracy. The review and data correction process will be made according to TCHC CoC HMIS ETO *Policies and Procedures*.

7. The Agency will not knowingly enter inaccurate information into the TCHC CoC HMIS.
8. The Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.
9. The Agency will utilize the TCHC CoC HMIS for business purposes only.
10. The Agency will keep updated virus protection software on Agency computers that access the TCHC CoC HMIS. (e.g. McAfee, Norton)
11. Transmission of material in violation of any federal or state regulations is prohibited.
12. The Agency will not use the TCHC CoC HMIS with intent to defraud the Federal, State, or local government, or an individual entity, or to conduct any illegal activity.
13. The Agency agrees the TCHC may convene TCHC CoC HMIS User Meetings to discuss procedures, updates, policy and practice guidelines, data analysis and software/hardware upgrades. The Agency will designate at least one specific staff member, usually the Site Administrator of record, to regularly attend User Meetings.
14. Notwithstanding any other provision of this *Participation Agreement*, the Agency agrees to abide by all policies and procedures relevant to the use of the TCHC CoC HMIS that TCHC may publish from time to time.

VI. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the TCHC CoC HMIS specific to its own Agency's services.
2. The Agency acknowledges that the release of CoC-wide aggregated information will be governed through policies established by TCHC and the CoC HMIS Committee for analysis of information at the CoC-level or community-level. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

VII. Database Integrity

1. The Agency will not share assigned User ID's and Passwords to access the TCHC CoC HMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the TCHC CoC HMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

VII. Hold Harmless

1. The TCHC CoC HMIS System and TCHC makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the TCHC CoC HMIS System or TCHC harmless from any damages, liabilities, claims, and expenses that may be claimed against the TCHC CoC HMIS System and TCHC; or for injuries or damages to the Agency or another party arising from participation in the TCHC CoC HMIS; or arising from any acts, omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold TCHC CoC HMIS System or TCHC harmless for loss or damage resulting in the loss of data due to delays, nondeliveries, mis-deliveries, or service interruption caused by Social Solutions, Inc. or other third party system, by the Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. TCHC CoC HMIS System or TCHC shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of TCHC CoC HMIS System or TCHC. TCHC CoC HMIS System or TCHC agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of TCHC CoC HMIS System or TCHC.
2. Provisions of Section VII shall survive any termination of the Participation Agreement.

VIII. Terms and Conditions

1. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.
2. The Agency shall not transfer or assign any rights or obligations under the *Participation Agreement* without the written consent of TCHC.
3. This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breaches of this agreement. Should such situations arise, TCHC may immediately suspend access to the TCHC CoC HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

AGENCY REPRESENTATIVE

By: _____

Title: _____

Signature: _____

Date: _____

TCHC CoC HMIS REPRESENTATIVE

By: Cindy J. Crain

Title: Executive Director

Signature: _____

TD.Smyers@redcross.org Date: _____

Attachment A

HMIS Data Elements

Universal Data Elements

1. Name
2. Social Security Number
3. Date of Birth
4. Ethnicity
5. Race
6. Gender
7. Veteran Status
8. Disabling Condition
9. Residence Prior to Program Entry
10. Zip Code of Last Permanent Address
11. Housing Status
12. Program Entry Date
13. Program Exit Date
14. Unique Person Identification Number
15. Program Identification Number
16. Household Identification Number

Program-Specific Data Elements

1. Income and Sources
2. Non-Cash Benefits
3. Physical Disability
4. Development Disability
5. HIV/AIDS
6. Mental Health
7. Substance Abuse
8. Chronic Health Condition
9. Domestic Violence
10. Services Received
11. Destination
12. Reasons for Leaving
13. Date of Contact
14. Date of Engagement
15. Financial Assistance Provided
16. Housing Relocation and Stabilization Services Provided
17. Employment

18. Education
19. General Health Status
20. Pregnancy Status
21. Veterans Information
22. Children's Education



TCHC CoC HMIS Data Quality Standards

TCHC CoC HMIS System “ETO” | tchc.etosoftware.com

Data Quality Standards for TCHC CoC HMIS “ETO” System Participating Agencies

The TCHC Continuum of Care Homeless Management Information System “ETO” is a data collection tool used by homeless service providers to capture information about the clients they serve and subsequently report on these clients. Reporting in the TCHC CoC HMIS is only as good as the information collected. To that end, the TCHC CoC HMIS has developed a strategy to ensure data quality and accuracy. The goal of TCHC CoC HMIS is to ensure that on a monthly basis, **less than 2%** of the required data elements show a “missing” or “null” value. This ongoing data quality task will at times be tedious and burdensome, however, the end result of “clean data” will greatly impact not only the homeless service provider’s reporting capabilities but also those reporting requirements of TCHC in procuring more funding for the homeless population.

The following policies and procedures regarding TCHC CoC HMIS data quality standards will outline the data fields in question and the steps TCHC will take to ensure data quality.

1. Required Data Fields for Data Quality

a. Universal Data Elements

The following list of HUD-mandated Universal Data Elements are required for all homeless clients for the purposes of obtaining an unduplicated homeless count, basic demographic characteristics of the homeless population in the CoC and patterns of use and services. These elements are also requirements for the HUD annual AHAR and PIT reports.

- | | |
|---------------------------|--|
| 1. Name | 9. Residence Prior to Program Entry |
| 2. Social Security Number | 10. Zip Code of Last Permanent Address |
| 3. Date of Birth | 11. Housing Status |
| 4. Ethnicity | 12. Program Entry Date |
| 5. Race | 13. Program Exit Date |
| 6. Gender | 14. Unique Person Identification Number* |
| 7. Veteran Status | 15. Program Identification Number* |
| 8. Disabling Condition | 16. Household Identification Number* |

* ETO System Generated

b. Program Specific Data Elements

The following list of Program Specific Data Elements are required for all McKinney-Vento Act funded programs (SHP, S+C, ESG, HPRP) for the purposes of reporting on the Annual Progress Report (APR) or other similar reports.

- | | |
|-----------------------------|--|
| 1. Income and Sources | 13. Date of Contact |
| 2. Non-Cash Benefits | 14. Date of Engagement |
| 3. Physical Disability | 15. Financial Assistance Provided |
| 4. Developmental Disability | 16. Housing Relocation and Stabilization Services Provided |
| 5. Chronic Health Condition | 17. Employment |
| 6. HIV/AIDS | 18. Education |
| 7. Mental Health | 19. General Health Status |
| 8. Substance Abuse | 20. Pregnancy Status |
| 9. Domestic Violence | 21. Veteran's Information |
| 10. Services Received | 22. Children's Education |
| 11. Destination | |
| 12. Reasons for Leaving | |

c. Data Fields to be included in Data Quality Reports

The following list of data fields will be "tested" for compliance with TCHC's goal of 2% or less "null" and "missing" data fields.

- | | |
|----------------------------|--|
| 1. Date of Birth | 9. Residence Prior to Program Entry |
| 2. Gender | 10. Length of Stay at Prior Residence |
| 3. Ethnicity | 11. Zip Code of Last Permanent Residence |
| 4. Race | 12. Entry Date |
| 5. Housing Status | 13. Exit Date (when applicable) |
| 6. Chronic Homeless Status | 14. Income & Sources (cash & non-cash) |
| 7. Veterans Status | |
| 8. Disabling Condition | |

d. Data Fields to be included when triggered by previous response

Certain Program Specific Data Elements become applicable or are triggered by responses to the Universal Data Elements. Although not required for all programs, it is TCHC's hope to expand the knowledge of homeless Veterans and homeless clients with Disabilities. Therefore, when affirmative answers are given to these Universal Data Elements, TCHC will "test" the following

fields for responses. TCHC's goal is to have responses to these categories at **5% or less** "null" or "missing" data fields when applicable.

1. Physical Disability
2. Developmental Disability
3. HIV/AIDS
4. Mental Health
5. Substance Abuse
6. Veteran's Information

TCHC understands and respects that not all data elements can be collected for all clients either at intake or follow-up due to certain circumstances. However it is our hope that every Agency will make its best effort to obtain as complete information as possible.

2. Procedures for Data Quality Control

a. Monthly Reports

- The TCHC CoC HMIS System Administrators will develop and run data quality reports on a monthly basis for all programs which enter data into the TCHC CoC HMIS ETO System used, to assure that users are utilizing the system to its capacity.
- These Data Quality Reports will consist of a list of each client in each program for the Agency and the missing data fields for that client.
- The Data Quality Reports will then be delivered to Agency Site Administrators for review and to Agency Executive Directors on a Quarterly Basis.
- Agency Administrators and Executive Directors will be responsible for ensuring that "null" and "missing" data is completed to the best of their ability. This may require further follow-up with intake staff or case managers.

b. User Reports

- At the discretion of TCHC, the Agency Site Administrator, or the Executive Director, data quality reports may be run in which the User ID will be associated with the client record and/or field in which data quality issues occur. This report will be used to monitor patterns of incomplete data entry on an ongoing basis that has not been resolved from the Monthly Reports.
- At the discretion of TCHC, if the User Reports continually reflect incomplete or inaccurate data entry by the same user, TCHC will inform Agency Management, and as necessary take actions such as to make inactive said user's account and require the user to attend additional trainings.

- Inactivated user accounts will not be made active again until said user has satisfied TCHC's additional training requirement.
- If an Agency has a User Account de-activated due to poor data quality, the Agency can not request an additional user account from TCHC until the above requirements have been satisfied.

c. Quarterly Reports

- On a quarterly basis, TCHC will distribute, Continuum-wide, reports reflecting each TCHC CoC HMIS Participating Agency, the percentage per field of missing data, the overall Agency percentage of missing data, and the percentage change in missing data from quarter to quarter and year to date.
- It is TCHC's hope that by making public this information throughout the Continuum, recognition for a job well done, scrutiny amongst peers for under performing Agencies, and some friendly competition will allow the TCHC CoC HMIS to not only reach but exceed it's goals of better data quality and facilitate the system changes that must occur to end the cycle of homelessness in the CoC.

3. TCHC CoC HMIS Oversight

a. TCHC HMIS Committee

- The TCHC HMIS Committee will conduct meetings at least quarterly to review data quality on an ongoing basis and make recommendations on where we are, where we want to be, and how do we get there. The Committee will also review these policies and procedures and make recommendations as to what is working and what is not.
- The TCHC HMIS Committee will name a Data Quality Sub-Committee made up of Participating Agency staff and/or Site Administrators who will also be responsible for demonstrating to their peers the importance of having good data in the TCHC CoC HMIS and the effects that the data has on reporting, funding, and systems changes.

**RESOLUTION OF THE BOARD OF DIRECTORS
TO DESIGNATE THE HOMELESS MANAGEMENT INFORMATION
SYSTEM (HMIS) AND ELIGIBLE HMIS APPLICANT FOR THE
CONTINUUM OF CARE TX 601**

WHEREAS the Continuum of Care Board of Directors is the planning body for the Fort Worth/Arlington/Tarrant County Continuum of Care TX 601 (CoC) serving the geographic area of Tarrant County and Parker County, Texas, as recognized by the U.S. Department of Housing and Urban Development, and

WHEREAS the Continuum of Care Board of Directors is responsible for the designation of a single Homeless Management Information System (HMIS) on behalf of the CoC, therefore

BE IT RESOLVED that the Continuum of Care Board of Directors has selected the Social Solutions ETO as the single HMIS software for the CoCTX601, and

BE IT RESOLVED that the Board of Directors has designated the Tarrant County Homeless Coalition as the administrator of the HMIS system and official applicant of the HMIS Project in the FY 2013 Continuum of Care Program Grant.

The undersigned, Randy Clinton, elected Chair of the Board of Directors, that the above is a true and correct copy of the resolution that was duly adopted at the August 23, 2013 meeting of the Board of Directors, which was held in accordance with the Charter of the Board.

8-27-13

Date

Randy Clinton

Board Chairman

CLIENT NOTICE

HMIS Member Agency

Fort Worth/Arlington/Tarrant County Continuum of Care Homeless Management Information System

This agency receives funding from the U.S. Department of Housing and Urban Development to provide services for homeless and near homeless individuals and their families. A requirement of this funding is that the agency participates in our local Homeless Management Information System (HMIS). The HMIS collects basic information about clients receiving services from this agency. This requirement was enacted to get a more accurate count of individuals and families who are homeless and to identify the need for various 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 to all consumers upon request.

You do have the ability to share your personal information with other area agencies that participate in the HMIS by completing a "Release of Information" form. This will allow those agencies to work in a cooperative manner to provide you with efficient and effective services.

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



Annual HMIS Security Review Checklist

Agency Name: _____

Programs Included in Review: _____

Review Date: _____

Agency Representative: _____
Print Agency Staff Name, Title, email

TCHC HMIS Representative: _____
TCHC HMIS Security Officer Name, email

Follow up Visit Required: _____ Yes _____ No Date _____

This signature that the Agency follows required HMIS security and privacy policies and procedures to protect the accuracy and privacy of information stored on persons seeking and receiving services within the Fort Worth/Arlington/Tarrant County Continuum of Care. All issues and concerns identified in this review were addressed to the satisfaction of the HMIS Administration.

Please attach all relevant Agency Policies and Procedures related to Client Confidentiality and Data Security to this review for documentation in the TCHC HMIS Administration files.

Review Approved by: _____
TCHC HMIS Security Officer Signature Date

Review Approved Date: _____
TCHC Executive Director Signature Date

Requirement	Description	Assessment	Action Needed
Data Collection	<p>The Agency collects all HUD required Universal Data Elements within the HUD Intake.</p> <p>The Agency collects all HUD and CoC required Program Specific Data Elements within the HUD Intake, Mid Program and Exit Assessments.</p>	<p>Agency:</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Has a data collection protocol</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Utilizes HMIS ETO HUD Assessments (Intake, Mid-term and Exit)</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Is capturing Universal Data Elements on all clients</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Is capturing Program Data Elements on all clients</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Supervisor monitors data quality</p> <p>HMIS Users:</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Have received HMIS training</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Signed the HMIS Security and Privacy Agreement on file at TCHC Offices.</p>	
Privacy: Posted Notice	The Agency has clearly posted the HMIS Notice of Privacy Practices at all points of Client Intake/Assessment	<p>_____# of intake locations _____# of posted Notices</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Notice includes purpose of data collection</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Copy of Notice is available upon client request</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N Available in Spanish?</p>	

Requirement	Description	Assessment	Action Needed
User Authentication	Does the agency abide by the HMIS policies for unique user names and passwords?	<p><input type="checkbox"/>_Y <input type="checkbox"/>_N All HMIS Users registered with TCHC are accounted for as employed, authorized users by the Agency. (SEE ATTACHED TCHC HMIS USER LIST)</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N All agency HMIS users have a unique user name, password and agency email address.</p> <p>All HMIS users at the agency are aware and abide by the HMIS policies that they should:</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N NEVER share username and passwords</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N NEVER keep usernames/ passwords in public locations</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N NEVER use their internet browser to store passwords</p>	
Hard Copy Data	Does the agency have procedures in place to protect hard copy Personal Protected Information (PPI) generated from or for the HMIS?	<p>Agency has procedure for secure use and storage of hard copy Client PPI that includes:</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N All Client (current and former) files are locked in a drawer/file cabinet</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N All Client (current and former) files are locked in an office</p> <p><input type="checkbox"/>_Y <input type="checkbox"/>_N All Client (current and former) paper applications, assessments and surveys are secured prior to HMIS data entry.</p>	

Requirement	Description	Assessment	Action Needed
Virus Protection	<p>Do all computers have virus protection with automatic update?</p> <p><i>(This includes non-HMIS computers if they are networked with HMIS computers.)</i></p>	<p>__Y__N Visual / hands on Inspection of at least 51% of agency computers</p> <p>Virus software and version: _____</p> <p>Software Date last updated ____/____/____</p> <p>Agency staff (or contractor) and contact information responsible for monitoring/updating Software installations for the Agency:</p>	
Firewall	<p>Does the agency have a firewall on the network and/or workstation(s) to protect the Agency computers, servers and other locations of Client and HMIS data?</p>	<p>Single computer agencies:</p> <p>__Y__N Individual workstation</p> <p>Version: _____</p> <p>Network (multiple computer) agencies:</p> <p>__Y__N Network firewall</p> <p>Version: _____</p>	

Requirement	Description	Assessment	Action Needed
Physical Access	<p>Are all HMIS workstations in secure locations or are they manned at all times if they are publicly accessible locations?</p> <p><i>(This includes non-HMIS computers if they are networked with HMIS computers.)</i></p>	<p>All workstations are:</p> <p>__Y __N In secure locations (locked offices) and /or manned at all times</p> <p>__Y __N Using password-protected screensavers for unique user-logins</p> <p>All printers used to print hard copies from the HMIS are :</p> <p>__Y __N In secure locations</p> <p>Data Access:</p> <p>__Y __N Users may access HMIS outside the workplace</p> <p>__Y __N If yes, Agency has a data access policy (Attach hard copy of Agency Policy) or Describe Policy:</p>	
Data Disposal	<p>Does the agency have policy and procedures to dispose of hard copy PPI or electronic media?</p>	<p>__Y __N Agency shreds all hardcopy PPI before disposal. (Visual inspection of shredder location(s) or outsourced shredding company procedure.)</p> <p>Before disposal, the Agency reformats copies Client data to:</p> <p>__Y __N CDs</p> <p>__Y __N Computer hard-drives</p> <p>__Y __N Other media (tapes, jump drives, etc.)</p>	
Software Security	<p>Do all HMIS workstations have current operating system and internet browser security?</p> <p><i>(This includes non-HMIS computers if networked with HMIS computers.)</i></p>	<p>Operating System (OS) Version: (Windows XP, 7, 8, etc.)</p> <p>_____</p> <p>__Y __N All OS updates are installed</p> <p>__Y __N Most recent version of Internet Browser(s) are installed (IE 7, 8, 9)</p>	



TCHC CoC HMIS End User Security and Privacy Agreement

TCHC CoC HMIS System "ETO" | tchc.etosoftware.com

I, _____ (print name), employee at _____ (agency name) acknowledge that, as a representative of a Contributing HMIS Organization (CHO), I have access to confidential and sensitive client information. I understand that certain information contained in Homeless Management Information System (HMIS) files/screens is of a personal nature and that some information is considered confidential under law. I will use this information with confidentiality and discretion. I will disclose this information to other individuals only to the extent that it is specifically authorized. If at any time a question or problem arises about the release of information, I will not release any information until I am so authorized by my supervisor. **Under no circumstances will I access confidential information for any purpose other than the performance of my assigned job duties.**

My TCHC issued Username and Password gives me access to the ETO HMIS system. The system contains the private personal identifying information on persons and families being served in the Continuum of Care. As an End User, by my initial on each item below, I indicate my understanding and acceptance of the proper use of this ETO Username and Password and access to this information. Failure to uphold the confidentiality and security standards set forth below is grounds for my immediate termination from the ETO HMIS system and, as applicable, other agency actions and penalties under law. *(Initial Each Line Below)*

_____ My ETO Username and Password are for **my use only** and must not be shared with anyone and I will take all reasonable means to keep my password physically secure.

_____ I understand that the only individuals who can view information in the ETO HMIS system are authorized users and the Clients to whom the information pertains.

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

_____ If I am logged into ETO and must leave the work area where the computer is located, I **must log-off** of ETO before leaving the work area and any computer that has ETO open and running shall never be left unattended. I understand that failure to log off ETO appropriately may result in a breach in client confidentiality and system security.

_____ Printed copies of HMIS generated client information must be kept in a secure file. When printed copies of HMIS information are no longer needed, they must be properly destroyed/shredded.

_____ If I notice or suspect a security breach, I must immediately notify agency supervision, the TCHC Executive Director, or HMIS Administrator.

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

ETO User Signature Date

I have instructed this person in the proper security and privacy procedures for use of the Fort Worth/Arlington/Tarrant County Continuum of Care HMIS system provided through Social Solutions ETO. I have explained the importance of information security and the consequences of any violation and believe he/she fully understands the consequences of a violation. I have instructed he/she on basic office practices to assure no breach of use of the internet-based HMIS system and the ETO software application.

HMIS System Administrator Date

TCHC Executive Director Date

SCAN AND EMAIL OR FAX A SIGNED COPY BY END USER TO TCHC AT: cjcrain@ahomewithhope.org 817-590-9089