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**Coalition for the Homeless of Houston/Harris County**  
**600 Jefferson Street, Suite 2050**  
**Houston, Texas 77002**  
**(713) 739-7514, Fax (713) 739-8038**  
**www.homelesshouston.org**

**HMIS Agency Participation Agreement (APA) between  
Coalition for the Homeless of Houston/Harris County (CFTH, HMIS Lead Agency)  
and Fort Bend County (HMIS Partner Agency)**

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## **I BACKGROUND AND PURPOSE**

The Homeless Management Information System (HMIS) is the information system designated by the Houston/Harris County Continuum of Care (CoC) to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

The U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. Specifically, an HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs. Through the HMIS, CoC programs and clients benefit from improved internal and external coordination that guides service and systems planning. A robust HMIS also helps communities engage in informed advocacy efforts, including the pursuit of policies that result in targeted services. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of different subpopulations. Additionally, use of the HMIS by agencies not funded by HUD provides benefits to both these agencies and the homeless provider community at large, including the avoidance of service duplication through the sharing of client data and program enrollments. HMIS participation also positions agencies for future funding, as many private foundations now require it.

## **II GENERAL PROVISIONS**

### **A. AGREEMENT, UNDERSTANDING AND RESPONSIBILITIES**

Houston/Harris County CoC has designated Coalition for the Homeless of Houston/Harris County (CFTH) as the HMIS Lead Agency. All homeless assistance and homelessness prevention service providers in this CoC are eligible to become HMIS Partner Agencies, except for domestic violence providers covered by the Violence Against Women Act (VAWA).

The parties share a common interest in serving the homeless population and those at risk of becoming homeless while reducing the current number of homeless in the CoC service area (Harris and Fort Bend counties including cities of Houston, Pasadena and Baytown). The purpose of this APA is to set out the provisions for the implementation, maintenance, coordination, and operation of the HMIS.

CFTH is responsible for administering the HMIS on behalf of the CoC, including the implementation, project management, training, maintenance, help desk support and – in coordination with the HMIS Software Provider – the enhancement and upgrading of the HMIS software. The Partner Agency is responsible for entering client data in the HMIS according to program type requirements. Detailed responsibilities are listed in sections below.



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**B. SCOPE**

This APA addresses the respective responsibilities of CFTH and the Partner Agency for ongoing HMIS service and activities. The specific responsibilities of the parties to this agreement for the confidentiality, reporting requirements, training, policies and procedures, hardware and software for the HMIS are clearly defined herein to ensure an effective, efficient, and secure system. All addendums referenced in this agreement are also part of the agreement. CFTH will abide by all applicable laws, and the Partner Agency will be expected to do the same.

**III CFTH DUTIES AND RESPONSIBILITIES**

**CFTH will:**

**A. GENERAL**

- 1) In consultation with the CoC, select the HMIS Software Provider, define the HMIS program and implement its standards, promote awareness of the program to all interested parties, and monitor the program's successes and failures in order to validate its effectiveness.
- 2) Be the sole liaison between the Partner Agency and the HMIS Software Provider; user questions concerning the software are to be directed only to the CFTH.
- 3) Develop, implement, and maintain privacy, confidentiality, and security protocols for the HMIS.
- 4) Provide a standard HMIS training and technical support package to all Partner Agencies.
- 5) In collaboration with the HMIS Software Provider, take all necessary precautions to prevent any destructive or malicious programs from being introduced to the HMIS and, through it, to the Partner Agencies. CFTH will employ all appropriate measures to detect virus infection and all appropriate resources to efficiently disinfect any affected systems as quickly as possible.
- 6) Notify the Partner Agency of HMIS failure, errors, and/or problems immediately upon discovery.
- 7) Provide help desk service on Business Days<sup>1</sup> from 8 a.m. to 5 p.m.
- 8) Provide all other reasonably expected activities regarding the operation of the HMIS.

**B. PRIVACY, CONFIDENTIALITY AND SECURITY**

- 1) Maintain all client-identifying information in strictest confidence, using the latest available technology. CFTH may suspend HMIS access to any user or Partner Agency for the purpose of investigating suspicion of breached confidentiality.
- 2) Contract with the HMIS Software Provider to maintain and administer central and backup server operations including security procedures and daily system backup to prevent the loss of data.
- 3) Monitor access to the HMIS in order to detect violations of information security protocols and maintain for inspection accurate logs of all changes made to the information contained within the database.
- 4) Issue user accounts, passwords, and certificates of participation (when requested) for HMIS users, provided that:
  - a. The Partner Agency has signed the HMIS APA,
  - b. The Partner Agency has paid the current year's participation fee,
  - c. The HMIS Lead agency has received signed User License Agreements, and
  - d. The user has successfully completed the HMIS user training, including any related testing

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<sup>1</sup> Business Days are Monday through Friday, except for CFTH-observed Holidays.



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- 5) Periodically change Partner Agency passwords for security purposes and lock out user accounts after a specified period of inactivity.
- 6) Comply with the HMIS Privacy Policy and not release personally identifiable information to any person, agency, or organization, unless allowed by the HMIS Privacy Policy.
- 7) Set up and maintain inter-agency data sharing options in HMIS.
- 8) Conduct Partner Agency site visits to ensure compliance with privacy and security protocols.

**C. USER TRAINING AND PROGRAM SETUP**

- 1) Conduct the initial software training for all new HMIS users.
- 2) Provide training materials, including user manuals with definitions and instructions, to each individual who attends the training class.
- 3) Set up Partner Agency programs according to the HMIS Data Standards, including related grants, services, assessments, housing units, and other applicable options in the HMIS software.
- 4) Provide additional trainings according to the user role, program type, or specific activities. These trainings may include classroom refreshers, reporting trainings, group webinars, one-on-one instructions, etc.
- 5) Provide other HMIS-related trainings upon request.

**IV PARTNER AGENCY DUTIES AND RESPONSIBILITIES**

**The Partner Agency will:**

**A. GENERAL**

- 1) Strictly adhere to all policies and procedures contained in the APA, as it may be amended from time to time, and all of its appendices. A copy of this agreement can be found at [www.homelesshouston.org](http://www.homelesshouston.org), and a signed hard copy will be provided to the Partner Agency.
- 2) Hold CFTH harmless and indemnify it from any and all damages, liabilities, claims, and expenses that may be claimed by any third parties arising from Partner Agency's conduct under this agreement.
- 3) Maintain at least two active user accounts at any one time.

**B. PRIVACY AND CONFIDENTIALITY**

- 1) Comply with all federal and state laws and regulations, and with all HMIS policies and procedures (particularly the HMIS Data and Technical Standards Final Notice from July 2004 and the HMIS Data Standards Revised Notice from March 2010) relating to the collection, storage, retrieval, and dissemination of client information.
- 2) Comply with the HMIS Privacy Policy and the HMIS Data Sharing Policy.
- 3) Obtain client consent upon the initial visit before any data is collected. The consent can be:
  - a. Written: signed release of information (ROI) form kept in a local file
  - b. Verbal: the client gives oral permission to the witness (intake worker/case manager)
  - c. Inferred (baseline): the agency must post a visible privacy sign at the service site
- 4) Collect and maintain records of all client informed consents and release of information authorization forms in accordance with the HMIS policies and procedures.
- 5) Take all necessary precautions to prevent destructive or malicious programs (including but not limited to viruses or spyware) from being introduced to any part of the HMIS, including users' computers. Employ appropriate measures to detect virus or spyware infection and deploy all appropriate resources to efficiently disinfect any affected systems as quickly as possible.



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**C. DATA QUALITY AND MONITORING**

- 1) Get familiar and fully comply with the latest HMIS Data Quality Plan. This plan is posted on the CFTH website, [www.homelesshouston.org](http://www.homelesshouston.org), and available in hard copy upon request.
- 2) Enter data into the HMIS within the timeframe as specified in the Data Quality Plan. Timely data entry prevents duplication of client records and other shared transactions, such as enrollments and services. It also allows good quality data for both program-specific and aggregate reports. Partner Agencies and their HMIS users may be held liable in the event that a preventable duplication occurs as a result of missing, late, or incomplete data entry. Repetitive lack of timely entry can result in official reports of concern and possible findings against the Partner Agency and could culminate in official penalties up to and including loss of project funding.
- 3) Collect all HUD mandatory data elements, according to the data completeness and accuracy requirements.
- 4) Take all steps reasonably necessary to verify the information provided by clients for entry into the HMIS, and to see that it is correctly entered into the HMIS by the Partner Agency user.
- 5) Immediately notify CFTH when a programmatic, personnel, or other issue arises that precludes the Partner Agency from entering the HMIS data within the allowed timeframe. By informing the CFTH in a timely fashion, CFTH and the Partner Agency can work together to craft an interim solution that is minimally disruptive to the HMIS as a whole.
- 6) Take all steps reasonably necessary to insure that no profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation are entered into the HMIS.
- 7) Do not upload material into the HMIS that is in violation of any federal or state regulations, including, but not limited to: copyrighted material, material legally judged to be threatening or obscene, and material known to the Partner Agency to be confidential trade secrets.
- 8) Allow the CFTH staff to conduct periodic monitoring and reviews of the original documentation in client files to ensure data accuracy. This monitoring is limited only to the client information relevant to HMIS data collection.

**D. TRAINING**

- 1) Ensure that each Partner Agency HMIS user has attended the appropriate training, has signed the User License Agreement and agreed to it, and has been authorized by CFTH to access the system in accordance with the HMIS policies and procedures.
- 2) Ensure that the Partner Agency program managers or assigned HMIS liaisons attend the quarterly HMIS Forums or other CFTH-sponsored HMIS trainings, stay current with the HMIS policies and procedures, and relate updated information to all HMIS users at his/her Partner Agency.
- 3) Assess the HMIS users' data entry or reporting skills and sign up for additional training if needed.

**E. SECURITY**

- 1) Limit HMIS access only to authorized users and follow all HMIS protocols for monitoring those users. CFTH reserves the right to terminate access to any HMIS user who breaches client confidentiality or system security protocols.
- 2) Do not permit any person to enter or use the HMIS unless and until:
  - a. The person has completed the required HMIS training,
  - b. CFTH has issued that person the appropriate user account and Password, and



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- c. Both the APA and the User License Agreement have been signed and returned to CFTH.
- 3) Maintain copies of all User License Agreements signed by Partner Agency personnel to whom user accounts have been issued.
- 4) Designate a staff person to act as the Partner Agency security officer, responsible for the implementation of the HMIS security procedures at the Partner Agency level.
- 5) Fully comply with the HMIS Data Sharing Policy and the HMIS Privacy Policy.
- 6) Not release any HMIS data to any person or organization that is not part of the HMIS, unless such release is covered by the HMIS Data Sharing Policy or the HMIS Privacy Policy.
- 7) Develop an internal procedure to be used in the event of a violation of any of the HMIS security protocols.
- 8) Develop and adhere to local security standards that should include the following:
  - a. Products: Physical security (door locks, computer screen view, local network passwords, firewall)
  - b. People: Personnel security (authorized users only, local oversight of usage)
  - c. Procedures: Organizational security (policies and procedures are in place)
- 9) Notify CFTH within one (1) business day of the separation from the Partner Agency of any employee who was a user of the HMIS. Notification should preferably occur by close of business on the day of employee separation.

## **V FEES & COST**

### **A. AGENCY PARTICIPATION COST**

- 1) Cost detail, including all fees payable by Partner Agencies to CFTH, is shown in the HMIS Fee Schedule addendum to this APA.
- 2) All payments must be issued on a company check and made payable to "Coalition for the Homeless of Houston/Harris County".

### **B. PAYMENTS**

- 1) Partner Agencies are allowed a ninety (90) day grace period to pay any agency or program fees.
- 2) CFTH reserves the right to suspend Partner Agency user licenses until the full payment is received.

## **VI TERM OF AGREEMENT**

### **A. TERM**

- 1) This Agency Participation Agreement becomes effective when signed by both parties and shall remain in effect unless terminated pursuant to paragraph VI B hereof.

### **B. TERMINATION**

- 1) Either party has the right to terminate this APA with a 30-day prior written notice to the other party.
- 2) CFTH reserves the right to amend the APA with a 30-day notice sent to all Partner Agencies.
- 3) If either party believes the other to be in default of any one or more of the terms of this APA, that party will notify the other in writing of such default. The other party shall then have ten (10) days in which to cure such default. If such default is cured within such period, this APA will continue in



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effect. If such default is not cured within such period, the non-defaulting party shall have the right to declare the APA to be immediately terminated.

- 4) If this APA is terminated, CFTH HMIS and its remaining Partner Agencies shall retain their right to the use of all client data previously entered by the terminating Partner Agency, subject to any restrictions requested by the client.

**C. ADDENDUMS**

The following Addendums are part of this Agency Participation Agreement:

- 1) HMIS Privacy Policy
- 2) HMIS Data Quality Plan
- 3) HMIS Data Sharing Policy
- 4) HMIS Fee Schedule

The signature of the parties hereto indicates their agreement with the above terms and conditions.

**AGENCY NAME** FORT BEND COUNTY

By

COUNTY JUDGE

5-28-2013  
DATE

Robert E. Hebert  
PRINT NAME

**COALITION FOR THE HOMELESS OF HOUSTON AND HARRIS COUNTY**

By

MARILYN BROWN  
PRESIDENT & CEO

5-8-13  
DATE



## HMIS Privacy Policy

This Policy describes the privacy practices related to the Homeless Management Information System (HMIS) client data that is maintained by the Coalition for the Homeless of Houston/Harris County (the Coalition), as the HMIS Lead Agency designated by Houston/Harris County Continuum of Care (CoC). This Policy describes how these data may be used or disclosed. Clients' personal information is collected only when appropriate. The Coalition is committed to keeping clients' personal information private.

The Coalition assumes that clients agreed to allow collection of their personal information by providing consent at the service site(s) and to allow its use or disclosure as described in this Policy. Clients can inspect their personal information that is maintained in HMIS. Clients can ask the Coalition to correct inaccurate or incomplete information. The Coalition responds to questions and complaints. A copy of this Privacy Policy is available upon request.

### Scope

This Policy only applies to transactions made and data gathered on Houston/Harris County HMIS ClientTrack website and does not apply to any other website or application. The terms of this Policy shall govern all interactions with the Coalition through either the Coalition's website or e-mail. A link to the Policy can be found on the HMIS section of the Coalition's website and is posted at the Coalition office lobby within reasonable, plain view.

This Policy is not a legal contract. We are required by law to maintain the confidentiality of clients' protected personal information (PPI). Upon request we will provide clients with a copy of this Policy and get their written acknowledgement of its receipt. We must follow the terms of this Policy that are currently in effect.

### Changes to This Policy

Changes to our privacy practices and the terms of this Policy may apply to all client information in HMIS. We reserve the right to change our privacy practices and the terms of this Policy at any time, including protected personal information created or received before we made the changes, provided such changes are permitted by applicable law. Before we make a significant change in our privacy practices, we will change this Policy. A copy of the revised Policy will be posted at our location and on our website, and available upon request.

We are required by applicable federal and state law to maintain the privacy of clients' personal information. We are required to provide this Policy of our privacy practices, legal duties, and clients' rights concerning their protected personal information. We must follow the privacy practices that are described in this Policy while it is in effect. This Policy takes effect immediately, and will remain in effect until we replace it.

## **Reasons for Disclosures**

### **For Law Enforcement Purposes**

We may disclose protected personal information about HMIS clients to law enforcement officials for law enforcement purposes, such as:

- In response to a court order, subpoena or other legal proceeding.
- To identify or locate a suspect, fugitive, material witness or missing person.
- When information is requested about an actual or suspected victim of a crime.
- To report a death as a result of possible criminal conduct.
- To investigate allegations of misconduct that may have occurred on our premises.
- To report a crime in emergency circumstances.
- For other purposes as required by law.

### **For Funeral Directors, Coroners and Medical Examiners**

We may disclose clients' protected personal information as necessary to allow these individuals to carry out their responsibilities.

### **For National Security and Intelligence**

We may disclose clients' protected personal information to authorized federal officials for national security and intelligence activities.

### **For Research Projects with Contracted Third Parties**

We may disclose client data for research purposes only if the following conditions have been met:

- A signed Data Use & Security Agreement with the contractor is in place before any data is shared.
- The data will be shared for a predetermined time period as stated in the Agreement with the contractor.
- The use and scope of the data research is provided as part of the Agreement.
- Results of the research may not affect any individual's current program participation.

### **Uses or Disclosures That Require Client's Authorization**

Other uses and disclosures will be made only with client's written authorization. A client may cancel an authorization at any time by notifying our Compliance Officer in writing of his/her desire to cancel it. If the client cancels an authorization it will not have any effect on information that we have already disclosed. Examples of uses or disclosures that may require client's written authorization include the following:

- A request to provide protected personal information to an attorney for use in a civil law suit.
- A request to provide protected personal information to a requesting medical professional.



## **Rights under the Privacy Policy**

The information contained in a client's record maintained by the Coalition within the HMIS software is the physical property of the Coalition for the Homeless of Houston/Harris County.

Clients whose data exist in HMIS have the following rights:

### **Right to Request Restrictions**

The client has the right to ask us not to use or disclose his/her protected personal information for a particular reason. The client may ask that family members or other authorized individuals not be informed of specific protected personal information.

That request must be made in writing to our Compliance Officer. If we agree to the request, we must keep the agreement, except in the case of a medical emergency or law enforcement.

### **Right to Inspect and Copy Protected Personal Information**

The client has the right to request to inspect and obtain a copy of his/her protected personal information. The client must submit the request in writing to our Compliance Officer. If the client requests a copy of the information or we provide a summary of the information we may charge a fee for the costs of copying, summarizing, and/or mailing it to the client.

If we agree to the request we will notify the client. We may deny the request under certain limited circumstances. If the request is denied, we will let the client know in writing and he/she may be able to request a review of our denial.

### **Right to Request Amendments to Protected Personal Information**

The client has the right to request that we correct his/her protected personal information. If the client believes that any protected personal information in the record is incorrect or that important information is missing, he/she must submit the request for an amendment in writing to our Compliance Officer. We do not have to agree to the request. If we deny the request we will tell the client why. The client has the right to submit a statement disagreeing with our decision.

### **Right to an Accounting of Disclosures of Protected Personal Information**

The client has the right to find out what disclosures of his/her protected personal information have been made. The list of disclosures is called an Accounting. The Accounting may be for up to six (6) years prior to the date on which the request has been made. We are not required to include disclosures for National Security or Intelligence purposes, or to correctional institutions and law enforcement officials. The right to have an Accounting may be temporarily suspended if it will impede the Coalition's activities. The notice of suspension should specify required duration of the suspension. Requests for an Accounting of disclosures must be submitted in writing to our Compliance Officer. The client is entitled to one free Accounting in any twelve (12) month period. We may charge the client for additional Accountings.

## **Other Information**

### **Contact Us**

For any questions regarding this privacy policy, please contact:

Coalition for the Homeless of Houston/Harris County  
600 Jefferson, Suite 2050  
Houston, TX 77002

Ph: 713 739 7514  
Fax: 713 739 8038  
Email: [hmis@homelesshouston.org](mailto:hmis@homelesshouston.org)

To file a complaint with us, contact the Compliance Officer by phone or by mail at the contact address provided above:

Compliance Officer: Ron Jeffers, Chief Financial Officer

We support clients' right to protect the privacy of their personal information. We will not retaliate in any way if a client chooses to file a complaint with us.

For any other questions or to request more information about Houston/Harris County HMIS, please contact:

Erol Fetahagic, HMIS Administrator  
Ph: 713 739 7514 x 6013  
Email: [efetahagic@homelesshouston.org](mailto:efetahagic@homelesshouston.org)

### **Changes to Privacy Policy**

The Coalition may revise the HMIS Privacy Policy at any time. This Policy is posted at [www.homelesshouston.org/hmis](http://www.homelesshouston.org/hmis) and at the Coalition office. Please visit the Coalition's website periodically to review our current policies and other documentation.



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**Coalition for the Homeless of Houston/Harris County**  
**Homeless Management Information System (HMIS)**

## **HMIS Data Quality Plan**

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### **I INTRODUCTION**

This document describes the Homeless Management Information System (HMIS) data quality plan for Houston/Harris County Continuum of Care (CoC). The document includes data quality plan and protocols for ongoing data quality monitoring that meets requirements set forth by the Department of Housing and Urban Development (HUD). It is developed by the Coalition for the Homeless of Houston/Harris County (local CoC / HMIS Lead Agency), in coordination with the HMIS participating agencies and community service providers. This HMIS Data Quality Plan is to be updated annually, considering the latest HMIS data standards and locally developed performance plans.

#### **HMIS Data and Technical Standards**

An HMIS is a locally administered, electronic data collection system that stores longitudinal person-level information about the men, women, and children who access homeless and other human services in a community. Each CoC receiving HUD funding is required to implement an HMIS to capture standardized data about all persons accessing the homeless assistance system. Furthermore, elements of HUD's annual CoC funding competition are directly related to a CoC's progress in implementing its HMIS. In 2004, HUD published HMIS Data and Technical Standards in the Federal Register. The Standards defined the requirements for data collection, privacy safeguards, and security controls for all local HMIS. In March 2010, HUD published changes in the HMIS Data Standards Revised Notice incorporating additional data collection requirements for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) funded under the American Recovery and Reinvestment Act (ARRA). Additional Data Standards are currently under revision to incorporate new privacy and technology industry standards.

#### **What is Data Quality?**

Data quality is a term that refers to the reliability and validity of client-level data collected in the HMIS. It is measured by the extent to which the client data in the system reflects actual information in the real world. **With good data quality, the CoC can "tell the story" of the population experiencing homelessness.** The quality of data is determined by assessing certain characteristics such as timeliness, completeness, and accuracy. In order to assess data quality, a community must first think about what data quality means and document this understanding in a data quality plan.

#### **What is a Data Quality Plan?**

A data quality plan is a community-level document that facilitates the ability of the CoC to achieve statistically valid and reliable data. A data quality plan is generally developed by the HMIS Lead Agency with input from community stakeholders and is formally adopted by the CoC. In short, a data quality plan sets expectations for both the community and the end users to capture reliable and valid data on persons accessing the homeless assistance system.



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## **What is a Data Quality Monitoring Plan?**

A data quality monitoring plan is a set of procedures that outlines a regular, on-going process for analyzing and reporting on the reliability and validity of the data entered into the HMIS at both the program and aggregate system levels. A data quality monitoring plan is the primary tool for tracking and generating information necessary to identify areas for data quality improvement.

## **II DATA QUALITY PLAN**

### **Data Timeliness**

Entering data in a timely manner can reduce human error that occurs when too much time has elapsed between the data collection, or service transaction, and the data entry. The individual doing the data entry may be relying on handwritten notes or their own recall of a case management session, a service transaction, or a program exit date; therefore, the sooner the data is entered, the better chance the data will be correct. Timely data entry also ensures that the data is accessible when it is needed, either proactively (e.g. monitoring purposes, increasing awareness, meeting funded requirements), or reactively (e.g. responding to requests for information, responding to inaccurate information).

Data entry timeframe by program type (excluding weekends or holidays):

- **Emergency Shelters:** Universal Data Elements and Housing Check-In/Check-Out are entered within 1 workday (24 work hours after the check-in/check-out time)
- **Transitional and Permanent Supportive Housing Programs:** Universal Data Elements, Program-Specific Data Elements, and Housing Check-In/Check-Out are entered within 3 workdays
- **Rapid Re-Housing and Homelessness Prevention Programs:** Universal and Program-Specific Data Elements are entered within 1 workday (24 work hours after the enrollment/eligibility established)
- **Outreach Programs:** Limited data elements entered within 3 workdays of the first outreach encounter. Upon engagement for services, all remaining Universal Data Elements entered within 3 workdays
- **Supportive Services Only Programs:** Universal Data Elements are entered within 3 workdays

### **Data Completeness**

All data entered into the HMIS shall be complete. Partially complete or missing data (e.g., missing digit(s) in a SSN, missing the year of birth, missing information on disability or veteran status) can negatively affect the ability to provide comprehensive care to clients. Missing data could mean the client does not receive needed services – services that could help them become permanently housed and end their episode of homelessness.

The Continuum of Care's goal is to collect 100% of all data elements. However, the CoC recognizes that this may not be possible in all cases. Therefore, the CoC has established an acceptable range of null/missing and unknown/don't know/refused responses, depending on the data element and the type of program entering data.

### **All Clients Served**

All programs using the HMIS shall enter data on one hundred percent (100%) of the clients they serve.



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Acceptable range of missing (null) and unknown (don't know/refused) responses:

Data Element	TH, PSH, HUD SSO, RRH, HP		ES, Non-HUD SSO		Outreach	
	Missing	Unknown	Missing	Unknown	Missing	Unknown
First & Last Name	0%	0%	0%	0%	0%	10%
SSN	0%	5%	0%	5%	0%	50%
Date of Birth	0%	2%	0%	2%	0%	30%
Race	0%	5%	0%	5%	0%	30%
Ethnicity	0%	5%	0%	5%	0%	30%
Gender	0%	0%	0%	0%	0%	5%
Veteran Status (Adults)	0%	5%	0%	5%	0%	30%
Disabling Condition (Adults)	0%	5%	0%	5%	0%	30%
Residence Prior to Entry	0%	0%	0%	0%	N/A	N/A
Zip of Last Perm. Address	0%	10%	0%	30%	0%	50%
Housing Status (Entry)	0%	0%	0%	0%	N/A	N/A
Housing Status (Exit)	0%	10%	0%	30%	N/A	N/A
Income & Benefits (Entry)	0%	2%	N/A	N/A	N/A	N/A
Income & Benefits (Exit)	0%	10%	N/A	N/A	N/A	N/A
Add'l PDEs (Adults; Entry)	0%	5%	N/A	N/A	N/A	N/A
Destination (Exit)	0%	10%	0%	30%	N/A	N/A

#### Bed/Unit Utilization Rates

One of the primary features of an HMIS is the ability to record the number of client stays or bed nights at a homeless residential facility. Case managers or shelter staff enter a client into the HMIS and assign them to a bed and/or a unit. The client remains there until he or she exits the program. When the client exits the program, they are also exited from the bed or unit in the HMIS.

Acceptable range of bed/unit utilization rates for established projects:

- Emergency Shelters: 75%-105%
- Transitional Housing: 80%-105%
- Permanent Supportive Housing: 85%-105%

The CoC recognizes that new projects may require time to reach the projected occupancy numbers and will not expect them to meet the utilization rate requirement during the first operating year.

#### **Data Accuracy & Consistency**

Information entered into the HMIS needs to be valid, i.e. it needs to accurately represent information on the people that enter any of the homeless service programs contributing data to the HMIS. Inaccurate data may be intentional or unintentional. In general, false or inaccurate information is worse than incomplete information, since with the latter, it is at least possible to acknowledge the gap. Thus, it should be emphasized to clients and staff that it is better to enter nothing (or preferably "don't know" or "refused") than to enter inaccurate information. To ensure the most up-to-date and complete data, data entry errors should be corrected on a monthly basis.

All data entered into the CoC's HMIS shall be a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference.



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Recording inaccurate information is strictly prohibited, unless in cases when a client refuses to provide correct personal information (see below).

Data consistency will ensure that data is understood, collected, and entered consistently across all programs in the HMIS. Consistency directly affects the accuracy of data; if an end user collects all of the data, but they don't collect it in a consistent manner, then the data may not be accurate. All data in HMIS shall be collected and entered in a common and consistent manner across all programs. To that end, all intake and data entry workers will complete an initial training before accessing the live HMIS system.

#### Aliases

Participating agencies will make their best effort to record accurate data. Only when a client refuses to provide his or hers or dependant's personal information and the program funder does not prohibit it, it is permissible to enter client data under an alias. To do so, the agency must follow these steps:

- Create the client record, including any family members, under an assumed first & last name
- Set the date of birth to 1/1/XXXX, where XXXX is the actual year of birth
- Skip any other identifiable elements or answer them as "refused"
- Make a notation of the alias in the client file and include the corresponding HMIS Client ID

If a client's record already exists in HMIS, the agency must not create a new alias record. Client records entered under aliases may affect agency's overall data completeness and accuracy rates. The agency is responsible for any duplication of services that results from hiding the actual name under an alias.

#### Sampling

Unless a more accurate method is available (e.g., client interview, third party verification, etc), a sampling of client source documentation can be performed to measure the data accuracy rate. The HMIS support staff will request a number of client files or intake forms during the annual quality improvement site visit and compare the source information to that entered in the HMIS. Only those parts of the client file that contain the required information will be reviewed, excluding any non-relevant, personal, or agency-specific information.

#### Data Consistency Checks

The HMIS staff may check data accuracy and consistency by running program pre-enrollment, co-enrollment, or post-enrollment data analysis to ensure that the data "flows" in a consistent and accurate manner. For example, the following instances will be flagged and reported as errors:

- Mismatch between exit/entry data in subsequent enrollment cases
- Co-enrollment or overlapping enrollment in the same program type
- Conflicting assessments
- Household composition error

### **III DATA QUALITY MONITORING PLAN**

#### **Roles and Responsibilities**

- Data Timeliness: The HMIS support staff will measure timeliness by running custom reports in ClientTrack's Data Explorer tool. Programs of different types will be reviewed separately. The summary report and any related client detail reports will be emailed to the agency program manager during the first week of the following month. The agency will be required to improve their data timeliness or provide explanation before the next month's report.
- Data Completeness: The HMIS support staff will measure completeness by running APRs, Universal Data Quality, or custom Data Explorer reports, and compare any missing rates to the



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data completeness benchmarks. The summary report and any related client detail reports will be emailed to the program manager during the first week of the following month. The agency will be required to improve their data completeness rate or provide explanation before the next month's report.

- **Data Accuracy:** The HMIS support staff will review source documentation during the annual site visits. The agency staff is responsible to make this documentation available upon request. To facilitate the process, the HMIS staff may send a list of ClientIDs that will be reviewed beforehand. Outreach programs may be exempt from the data accuracy review.

### **Monitoring Frequency**

- **Monthly Review:** Data Timeliness and Data Completeness
- **Annual Review – site visits:** Data Accuracy
- **Other:** Data quality monitoring may be performed outside of the regularly scheduled reviews, if requested by program funders or other interested parties (the agency itself, HMIS Lead Agency, CoC, HUD, or other Federal and local government agencies)

### **Compliance**

- **Data Timeliness:** The average timeliness rate in any given month should be within the allowed timeframe.
- **Data Completeness:** There should be no missing (null) data for required data elements. Responses that fall under unknown (don't know or refused) should not exceed the allowed percentages in any given month. Housing providers should stay within the allowed utilization rates.
- **Data Accuracy:** The percentage of client files with inaccurate HMIS data should not exceed 10%. (For example, if the sampling includes 10 client files, then 9 out of 10 of these files must have the entire set of corresponding data entered correctly in HMIS.)

### **Data Quality Reporting and Outcomes**

The HMIS Staff will send data quality monitoring reports to the contact person at the agency responsible for HMIS data entry. Reports will include any findings and recommended corrective actions. If the agency fails to make corrections, or if there are repeated or egregious data quality errors, the HMIS Staff may notify the agency's funders or community partners about non-compliance with the required HMIS participation.

HMIS data quality certification is now part of several funding applications, including for CoC and ESG programs. Low HMIS data quality scores may result in denial of this funding.

## **IV TERMS & DEFINITIONS**

**Data Quality Benchmarks** – Quantitative measures used to assess the validity and reliability of the data. These include measures for:

- **Timeliness** – Is the client information, including intake data, program entry dates, services provided, and program exit dates entered into the HMIS within a reasonable period of time? *Example: Client information is entered within 2 working days of intake.*
- **Completeness** – Are all of the clients receiving services being entered into the HMIS? Are all of the appropriate data elements being collected and entered into the HMIS? *Example: All programs using the HMIS shall enter data on 100 percent of the clients they serve. Example: Missing*



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*information does not exceed 5 percent for the HUD Universal and Program-Specific Data Elements for all clients served.*

- **Accuracy** – Does the HMIS data accurately and consistently match information recorded on paper intake forms and in client files? Are HMIS data elements being collected in a consistent manner? *Example: 95 percent of data entered into an HMIS must reflect what clients are reporting. Example: HMIS users will record the full, legal name of the client (first, middle, last) into the system. Do not use nicknames or aliases.*

**Data Quality Monitoring Plan** – A set of procedures that outlines a regular, on-going process for analyzing and reporting on the reliability and validity of the data entered into the HMIS at both the program and aggregate system levels. A data quality monitoring plan is the primary tool for tracking and generating information necessary to identify areas for data quality improvement.

**Data Quality Plan** – A community-level document that facilitates the ability of a CoC to achieve statistically valid and reliable data. A data quality plan is generally developed by the HMIS Lead Agency with input from community stakeholders, and is formally adopted by the CoC. At a minimum, the plan should:

- Identify the responsibilities of all parties within the CoC that affect data quality.
- Establish specific data quality benchmarks for timeliness, completeness, and accuracy.
- Describe the procedures that the HMIS Lead Agency will take to implement the plan and monitor progress to meet data quality benchmarks.
- Establish a timeframe for implementing the plan to monitor the quality of data on a regular basis.

**Data Quality Standards** – A national framework for ensuring that every Continuum of Care can achieve good quality HMIS data. It is anticipated that HUD will propose Data Quality Standards that 1) establishes administrative requirements and, 2) sets baseline data quality benchmarks for timeliness, completeness, and accuracy.

**Homeless Management Information Systems (HMIS)** – A locally administered, electronic data collection system that stores longitudinal person-level information about the men, women, and children who access homeless and other human services in a community. Each CoC receiving HUD funding is required to have a functional HMIS. Furthermore, elements of HUD's annual CoC funding competition are directly related to a CoC's progress in implementing its HMIS.

#### **HMIS Data Elements**

- **Program Descriptor Data Elements (PDDE)** – data elements recorded about each project in the CoC, regardless of whether the project participates in the HMIS. PDDEs are updated at least annually. HUD's Program Descriptor Data Elements as set forth in the HMIS Data Standards Revised Notice, March 2010, Data Elements 2.1 through 2.13.
- **Universal Data Elements (UDEs)** – baseline data collection that is required for all programs reporting data into the HMIS. HUD's Universal Data Elements are set forth in the HMIS Data Standards Revised Notice, March 2010, Data Elements 3.1 through 3.15.
- **Program Specific Data Elements (PDEs)** – data provided about the characteristics of clients, the services that are provided, and client outcomes. These data elements must be collected from all clients served by programs that are required to report this information to HUD. HUD's Program-specific Data Elements are set forth in HMIS Data Standards Revised Notice, March 2010, Data Elements 4.1 through 4.15H.
- **Annual Performance Report Program Specific Data Elements** – the subset of HUD's Program-specific Data Elements required to complete the SHP Annual Performance Report (APR) set forth in the HMIS Data Standards Revised Notice, March 2010, Data Elements 4.1 through 4.14





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**HMIS Data Quality** – Refers to the reliability and validity of client-level data. HMIS data quality can be measured by the extent to which the client data in the system reflects actual information in the real world.

#### **HMIS Reports**

- **Annual Homeless Assessment Report (AHAR)** – HUD's annual report to Congress on the nature and extent of homelessness nationwide.
- **Annual Performance Report (APR)** – A reporting tool that HUD uses to track program progress and accomplishments of HUD homeless assistance programs on an annual basis. Formerly known as the Annual Progress Report.
- **Universal Data Quality** – ClientTrack's report that returns a list of clients enrolled in a particular program with universal data answers, and includes flags for missing answers.
- **Data Explorer** – ClientTrack's custom reporting utility that can be used for data quality analysis.

**HMIS Staff** – Staff members of the HMIS Lead Agency that are responsible for user training, user support, reporting, analysis, and quality improvement of the HMIS data.

#### **Program Types and Corresponding Funding Sources**

- **Emergency Shelter (ES):** ESG Shelter, VA Community Contract, Other/Private funding
- **Transitional Housing (TH):** SHP TH, VA GPD, Other/Private funding
- **Permanent Supportive Housing (PSH):** SHP PH, SPC, Sec. 8 SRO, VASH, Other/Private funding + SHP Safe Haven (for purposes of this DQ Plan)
- **Rapid Re-Housing (RRH):** ESG RRH, SSVF RRH, Other/Private funding
- **Homelessness Prevention (HP):** ESG HP, SSVF HP, Other/Private funding
- **Outreach:** ESG Outreach, SHP SSO with Outreach, PATH, Other/Private funding
- **Supportive Services Only Programs (SSO):** SHP SSO without Outreach, HHSP, HVRP, Other/Private funding



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## **HMIS Data Sharing Policy**

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The following policy describes details about the scope of client data sharing in ClientTrack HMIS. Certain client data is shared between all organizations participating in the HMIS, regardless of whether an ROI/MOU ("Release of Information" / "Memorandum of Understanding") has been executed and set up in ClientTrack. Other client data will be shared only if there is an ROI/MOU in place and the form where the data was entered is marked with the security setting "Share with ROI/MOU."

### Data sharing parameters:

- 1) Shared between and editable by all participating organizations:
  - a) Client Intake record: Name, Birth date, Social Security Number, Gender, Marital Status
  - b) Family and Contact Information: Family Name, Family Relationships, Family Address, Emergency Contact
  - c) Demographics: Ethnicity, Race, Religious Preference, Citizenship Status
  - d) Client Photo
- 2) Shared between all participating organizations:
  - a) Program Enrollments (Client Dashboard, read-only): Case Name, Entry Date, Exit Date, Program Name, User Name, Program Type, Organization Name
- 3) Shared between specific organizations:
  - a) Data entered with "Share with ROI/MOU" setting, and with an ROI/MOU in place.
- 4) Limited to the organization that created the record:
  - a) Data entered with "Share with ROI/MOU" setting, but without an ROI/MOU in place
  - b) Data entered with "Restrict to Organization" setting (this is the default setting for sensitive client data, such as: Case Notes, HMIS Barriers, Health assessment, Addictions assessment, Legal assessment, Domestic Violence assessment)

**Setting an ROI** – Users have the ability to set individual clients' Release of Information with other organization(s). The user is responsible for obtaining the client's signed permission and keeping the document in the client's file.

**Setting an MOU** – Only HMIS administrators can set a Memorandum of Understanding between multiple organizations. The MOU document must be signed by heads of all sharing organizations and submitted to the Coalition HMIS administrators for review and implementation.

The Coalition HMIS administrators have access to all the data in the HMIS, regardless of security settings. Coalition for the Homeless will never grant client data access to participating agencies outside of this Data Sharing Policy as described above. The Coalition will never disclose any client data to a third party, unless required by law or otherwise permitted by the HMIS Privacy Policy. (Please review the HMIS Privacy Policy available on the Coalition website for more information.)



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## **2013 HMIS Fee Schedule**

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### **A. AGENCY PARTICIPATION FEE**

Each Partner Agency will be charged an annual HMIS participation fee. There are two tiers of annual agency fees in 2013:

- a. \$500 – annual fee with unlimited number of HMIS user accounts
- b. \$250 – annual fee for startups and small agencies with two (2) HMIS user accounts

The initial fee for new agencies will be prorated for the remainder of the calendar year and is due prior to the HMIS activation. The annual fee for renewing agencies is billed by the calendar year. Partner Agencies will have a ninety (90) day grace period in which to pay the fee. Fees not paid within the ninety (90) day grace period may result in all agency licenses being suspended. Agencies leaving the HMIS will not be refunded for the remainder of the year.

CFTH may award a one-year stipend, equal to the annual fee, to a selected agency based on need. The agency must present a strong case for participation in HMIS without having the budget to pay the fee. Stipends will be awarded by CFTH in consultation with the HMIS Support Committee.

Government agencies that are part of the CoC are exempt from paying the participation fees.

### **B. PROGRAM-SPECIFIC FEES**

CFTH may assess an additional program participation fee for certain funding sources (e.g., ESG or SSVF) that require HMIS participation but otherwise do not cover its cost. The standard amount of this fee is determined to be 4% of the grant award. Partner Agencies applying for new funding that requires HMIS participation are strongly encouraged to contact CFTH for details about any program-specific fees.

### **C. ADDITIONAL CUSTOMIZATIONS AND SERVICES**

All HMIS software customization requests are subject to approval by CFTH. Agency-specific customizations (forms, workflows, workgroups, or reports), custom queries, and data analysis reports provided by CFTH will be billed at \$50 per hour. Service delivery costs billed by the HMIS Software Provider will be passed to the Partner Agency requesting the customization.

### **D. REACTIVATION FEE**

All users are required to keep their HMIS licenses active by frequently logging into the system. Any user not accessing ClientTrack HMIS for more than 45 calendar days will be automatically locked out. The fee to reactivate inactive licenses is \$35. This fee must be paid on a company check and made payable to "Coalition for the Homeless of Houston/Harris County". CFTH will waive the fee in case of illness or approved long-term absence only after a written request by the user's supervisor.

### **E. MISSED TRAINING FEE**

The CFTH HMIS team offers a variety of trainings every month. If a user is unable to attend a training for which he/she registered, a cancellation notice is required no less than 24 hours prior to the scheduled training time. A cancellation e-mail should be sent to [hmis@homelesshouston.org](mailto:hmis@homelesshouston.org). A fee of \$50 will be assessed to the agency if a user fails to cancel or show up for training. CFTH will waive the fee in case of illness or approved emergency absence only after a written request by the user's supervisor.