



NYC Continuum of Care Homeless Management Information System

NYC HMIS Data Warehouse

Policies and Procedures

Version 6
Effective: October 2023

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Version and Review History

Version	Description	Data Management Committee Approved	Steering Committee Approved	Effective Date
1.0	Original Version	12/12/12	12/21/12	1/1/13
2.0	Updated to conform with DHS OIT standards	5/8/13	5/17/13	5/17/13
2.1	Updated (clerical corrections)	8/14/13	n/a	5/17/13
3.0	2014 Annual Update/ 2014 Data Standards compliance	8/8/14	9/19/14	10/1/14
4.0	2016 Annual Update/ 2016 Data Standards compliance	1/29/16	2/5/16	2/5/16
4.1	2017 Annual Update/ 2017 Data Standards compliance	N/A	N/A	7/1/17
5.0	2018 Annual Update/ 2017 Data Standards compliance	2/2/18	2/16/18	4/1/18
6.0	2023 Rewrite for New HMIS Warehouse Vendor and 2024 Data Standards	6/20/23	7/21/23	10/1/23

Highlighted Policies

The following are select policies highlighted here for emphasis. These are described in more detail in the body of this document.

- Any organization serving homeless or formerly homeless persons is encouraged to participate in HMIS, regardless of funding requirement.
- All **Contributing HMIS Organizations (CHOs)** are subject to these NYC HMIS Policies and Procedures, which are approved by the NYC CoC Steering Committee. **Victim Service Providers (VSPs)** are considered CHOs but are not allowed to share client-level information with the NYC HMIS Data Warehouse.
- The NYC HMIS operates as a data warehouse; therefore, these policies and procedures apply to both the **NYC HMIS Data Warehouse** where the data are uploaded and reported and the **CHO's HMIS Software** where the data are collected.
- For all programs participating in HMIS, CHOs must use HMIS-compliant data collection software and explicitly include HUD HMIS compliance requirements in their software contract. They must also inform the HMIS Lead if/when they change HMIS software before the change occurs and complete a new HMIS Compliance Certification form (see Appendix).
- Any CHO or their HMIS vendor not conforming to these standards must attain compliance within 30 days or the CHO will risk termination from the NYC HMIS Data Warehouse.
- CHOs must update their NYC HMIS Warehouse End User Agreements as needed for staffing changes (within 15 days).
- All CHOs must upload full HMIS CSV file set to the NYC HMIS Data Warehouse monthly (regardless of funding requirement).
- CHOs receiving CoC funding are required to run/pull HUD Annual Performance Reports (APRs) from the warehouse (not the CHO's HMIS software) for SAGE submission.
- The CHO enters relevant client data in their HMIS software within three business days of a client interaction.

Background and Purpose

The U.S. Department of Housing and Urban Development (HUD) requires each Continuum of Care (CoC) and its McKinney-Vento and Emergency Solutions Grant (ESG) grantees to use a Homeless Management Information System (HMIS).¹ Each HMIS is required by HUD to produce an

¹ HMIS Participation is a stipulation in the NYC CoC written standards for providers receiving CoC and ESG funds, which also stipulates that projects must follow the HMIS policies and procedures and remain in good standing with the HMIS participation requirements.

unduplicated count of individuals and families experiencing homelessness and to collect and report data according to [HUD HMIS data standards](#).² These data are collected and reported out of HMIS-compliant software systems, which are used locally to collect client-level data on client characteristics, services received, and outcomes. HUD uses aggregate data from these systems nationally to report on the extent and nature of homelessness over time.

The Federal Homeless Policy and Reporting Unit (FHPR) in the NYC Department of Social Services (DSS) manages HMIS on behalf of the NYC CoC and complies with HUD's data collection, management, and reporting standards. The NYC HMIS operates as a **Data Warehouse** allowing **Contributing HMIS Organizations (CHOs)** to use their own HMIS-compliant software to collect data. These policies and procedures detail HMIS participation and the application of HUD HMIS and NYC CoC standards for the NYC HMIS Data Warehouse and each CHO's HMIS software in terms of 1) administration; 2) data security and privacy; and 3) data standards.

HMIS participation in the NYC CoC means data are uploaded to the NYC HMIS Data Warehouse and are subject to these policies and procedures. All projects receiving funds that require HMIS participation (see list in Box 1) must follow all HUD HMIS standards for administration, privacy, security, and data standards outlined in these policies and procedures.

Box 1 - Projects receiving the following funding require HMIS participation:

- **U.S. Department of Housing and Urban Development (HUD)**
 - HUD: McKinney-Vento / Continuum of Care (CoC)
 - Housing Opportunities for Persons with AIDS (HOPWA)
 - Emergency Solutions Grants (ESG)
- **U.S. Department of Veterans Affairs (VA)**
 - Supportive Services for Veteran Families (SSVF)
 - Grant and Per Diem (GPD) projects
 - Healthcare for Homeless Veterans (HCHV)
- **U.S. Department of Health and Human Services (HHS)**
 - Projects for Assistance in Transition from Homelessness (PATH)
 - Runaway and Homeless Youth (RHY)

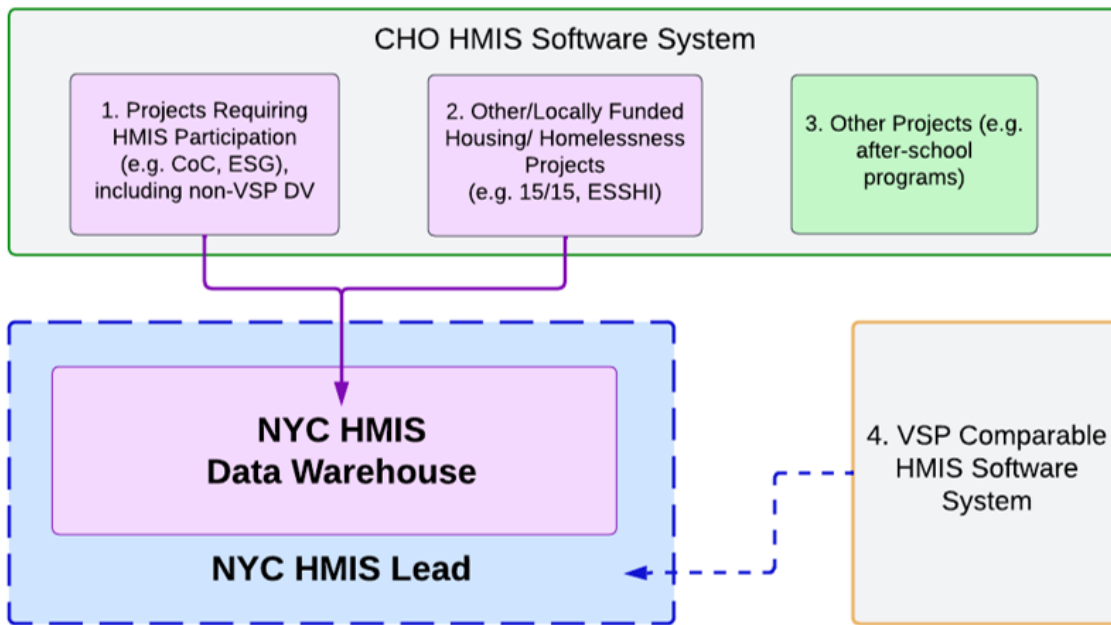
The goal of the NYC CoC is to have 100% HMIS participation of all homeless service projects, regardless of funding requirement, to provide a comprehensive view of NYC's local needs and services. All projects serving homeless or formerly homeless households with outreach, shelter or housing are encouraged to participate even if NOT required (see Figure 1). Projects voluntarily participating in HMIS are asked to follow privacy and security standards, upload to

² <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>

the warehouse monthly, and collect only a subset of the required data elements specified in this document.

Victim Service Providers (VSPs) whose primary mission is to serve domestic violence survivors are prohibited from uploading client-level data to HMIS. However, CoC-funded VSPs are required to use a HMIS comparable database that conforms to the HMIS Data Standards and can produce all HMIS reports. DV projects not operated by VSPs are required to participate in HMIS if they are HUD funded.³

Figure 1: How CHO participate in the NYC HMIS Data Warehouse



	Uploads/Submissions	Data Elements and Format	Privacy and Security
1	Required - Monthly Upload	Required	Required
2	Encouraged	Encouraged	Required*
3	Does not need to participate	Does not need to participate	Required*
4	Required - Quarterly APR	Required	Required

*Only required if system also includes other HMIS required projects

These policies and procedures are not intended to conflict with data and reporting requirements from other funding sources. Participating projects should follow the more rigorous standard if multiple requirements apply. The NYC HMIS Policies and Procedures will be updated to reflect

³ <https://files.hudexchange.info/resources/documents/HMIS-When-to-Use-a-Comparable-Database.pdf>

any changes to HUD HMIS Technical Standards⁴ or other federal or local change in HMIS requirements.

NYC HMIS Lead Responsibilities

The DSS NYC HMIS team, or “HMIS Lead,” is responsible for **HMIS project oversight and implementation**, which encompasses HMIS planning, administration, software selection, entering and maintaining contracts with a HMIS warehouse vendor, maintaining HUD HMIS Standards in the NYC HMIS Data Warehouse, and drafting updates to the NYC HMIS Policies and Procedures, which are approved by the CoC Steering Committee.

The HMIS Lead is responsible for **reviewing and approving all HMIS policies, procedures, and data management plans governing CHOs**. This means regularly monitoring and ensuring that all CHOs meet HUD HMIS administrative, technical, and security responsibilities and requirements in addition to following these NYC HMIS Policies and Procedures. The HMIS Lead is not responsible for any contracts between CHOs and their HMIS software. **Monitoring CHOs may include periodic site visits and other data checks to assess agency and staff adherence to these policies and procedures.**

The HMIS Lead is responsible for relevant and timely communication with each CHO on matters related to HMIS or the Data Warehouse. The HMIS Lead is responsible for fielding all CHO questions related to the Data Warehouse and will escalate relevant questions to the Data Warehouse vendor as needed. The HMIS Lead will meet regularly with the Data Warehouse vendor’s team to coordinate management of issues related to the Data Warehouse, changes to the HMIS Data Standards, and progress of solutions being undertaken by the vendor. In addition, the HMIS Director serves as co-chair of the Data Management Workgroup (DMWG) and answers to the CoC Steering Committee.

CHO Participation and CHO’s HMIS Software Requirements

Each Contributing HMIS Organization (CHO) is required to either contract with an **HMIS-compliant software vendor** (see non-comprehensive list in Box 2) or develop their own HMIS-compliant database subject to prior approval and/or testing by the HMIS Lead. **CHOs must explicitly include HMIS compliance in their software vendor contracts and must inform the HMIS Lead if/when they select a software or change software systems to ensure continued ability to upload to the HMIS Warehouse.** The NYC HMIS reserves the right to prohibit usage of certain vendors based on poor performance.

⁴ <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>

Box 2 - Commonly used **HMIS-compliant vendors** include, but are not limited to:

- Adsystem – Adaptive Enterprise Case Management
- Bitfocus – Clarity Human Services HMIS
- CaseWorthy – HMIS
- Coelho Consulting – CARES
- Eccovia Solutions – ClientTrack
- Foothold Technology – AWARDS
- Social Solutions – Efforts to Outcomes (ETO); Apricot
- WellSky (Mediware) – ServicePoint

CHOs' selected vendor must comply with HUD HMIS Data Standards and NYC HMIS standards (which may exceed HUD standards in some cases) included in these policies and procedures. **Any vendor not conforming to these standards must attain compliance within 30 days or the CHO will risk losing access to the NYC HMIS Warehouse** (see details in Grievances and Termination section). The **HMIS Data Dictionary** and the **HMIS Data Standards Manual** document the requirements for the programming and use of all HMIS (and comparable database) software systems. HUD regularly updates their **Data Standards**, and all HMIS and HMIS comparable databases are expected to comply with the updated Data Standards – see the latest dictionary, manuals, and standards on the HUD Exchange.⁵

Signed Agreements

Before gaining access to the NYC HMIS Data Warehouse, CHOs must review the NYC CoC's HMIS Policies and Procedures herein and review, sign, and submit to the HMIS Lead the following agreements and forms (see Appendices) –

- **Participating Organization Agreement** – Each CHO must have their leadership agree to and sign the Participating Organization Agreement. By signing the agreement, CHOs agree to the rights and responsibilities of CHOs and HMIS Lead oversight and sanctions. They agree to designate a CHO HMIS Administrator and CHO HMIS IT Administrator responsible for certifying and maintaining HMIS compliance (see CHO Compliance Certification). Below is a summary of the important components of the Participating Organization Agreement:
 - a) Self-certifying use of HMIS compliant software for data collection
 - b) Self-certifying review of and compliance with NYC HMIS Policies and Procedures
 - c) Remediating non-compliant HMIS software issues within 30 days
 - d) Collecting and uploading data to the NYC HMIS Warehouse as per these policies and procedures

⁵ <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>

- e) Ensuring End Users of the CHO HMIS software are adequately trained and adhere to privacy and confidentiality requirements
 - f) Notifying the HMIS Lead within 15 days if any HMIS Data Warehouse End User needs to be deactivated
 - g) Notifying the HMIS Lead ahead of any change in software vendor or change to project participation
 - h) Notifying the HMIS Lead within 30 days of intention to terminate participation in whole or for a specific project(s)
- **HMIS Compliance Certification** – Each CHO must complete and sign the NYC HMIS Compliance Certification that 1) designates HMIS and IT Administrators for the CHO and outlines their responsibilities and 2) identifies the CHO’s HMIS software system, including if the CHO is a VSP. CHOs must then 3) complete a checklist certifying they have met the administrative, software, technical, and security requirements detailed in the form to show they comply with HUD standards. Finally, CHOs must 4) certify that their HMIS software meets the HUD HMIS vendor criteria. Only when all fields are affirmed will the CHO be allowed access to the Data Warehouse. Any exceptions must be reviewed, documented, and approved by the HMIS Lead. CHOs must recertify (or complete this certification form again) only if there are changes to the HUD HMIS Technical Standards or the CHO changes HMIS software systems. The HMIS Lead will use the NYC HMIS Compliance Certification form when monitoring CHOs for HMIS compliance.
 - **HMIS Data Warehouse End User Agreements** – Each new Data Warehouse End User must have an End User Agreement signed prior to being granted access to HMIS. Each organization can have up to two HMIS Data Warehouse users (with some exceptions). The agreement specifies adherence to policies regarding User ID and password, computer security, client confidentiality, communication issues, training attendance, and approved use of data in the warehouse. The HMIS Lead will deactivate any warehouse user with no warehouse activity after 6 months.

CHOs must sign and complete agreements and certification electronically prior to accessing the NYC HMIS Data Warehouse.

Project List, Project Information, and Naming Convention

Each CHO must maintain an accurate accounting of project information in their HMIS software, including project names and their status (active or inactive), funding sources, target populations, and bed and unit inventories, that reflects what is uploaded to the NYC HMIS Data Warehouse. For HUD funded projects, this information must be consistent with what is reported to HUD in

eSNAPS and SAGE. In addition, CHOs must provide timely responses to the HMIS Lead when asked to verify or update their project information. Finally, new projects must follow a naming convention of “abbreviated organization name underscore project name” or “Org_Project Name”(e.g. “GKL_Kelly Housing”).

Data Collection

CHOs must collect data according to the latest HUD HMIS Data Standards.⁶ Local CoCs (i.e. NY-600) may have higher standards and require additional data collection beyond the HUD standards. The NYC CoC/HMIS Lead requires that CHOs collect the full 9-digit social security numbers (SSN), whereas HUD only requires the last 4 digits. One exception is for DV programs required to upload to the NYC HMIS Data Warehouse, which will only be required to follow the HUD standard of collecting and uploading the last 4 digits of the clients SSN. This is to aid in client identification and deduplication efforts across the large number of providers in the NYC CoC.

For projects that are encouraged but not required to participate in HMIS, only the following elements are needed to participate: client identifying information, client demographics, enrollment date, exit date, and exit destination.

Uploads and Reporting

CHOs must be able to produce an HMIS CSV (Comma Separated Values) specified file set.⁷ CHOs use their HMIS software to produce their CSVs and then log in to the NYC HMIS Data Warehouse to upload their CSV file sets to the NYC HMIS Data Warehouse (unless the process has been automated or linked so no login is required). Additional elements may be collected/uploaded to the Data Warehouse that are relevant to the CoC so long as they don’t interfere with required elements and are approved by the HMIS Lead.

CHOs are responsible for uploading a full HUD CSV file set monthly (by the 10th business day) into the Data Warehouse. Meeting the required monthly upload threshold is a performance metric in the NYC CoC Annual Evaluation, which is used to rank projects for the annual HUD Notice of Funding Opportunity (NOFO).

CHOs must produce HUD required reports (such as the Annual Performance Report or APR) from the Data Warehouse. This is to ensure that project APRs reconcile with other HMIS submitted reports audited by HUD. The HMIS Lead will have the ability to track user activity in the Data Warehouse to ensure compliance.

⁶ <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>

⁷ <https://hudhdx.info/vendorresources.aspx>

VSP Participation

Victim Service Providers required to have an HMIS comparable system must sign a Participating Organization Agreement and the HMIS Compliance Certification. VSPs are not required to sign End User Agreements for the NYC HMIS Data Warehouse or pull their APR reports from the Data Warehouse. However, they must run a quarterly APR from their HMIS software and export as a PDF to submit to the HMIS Lead.

Data Security

The goal of the NYC HMIS Data Warehouse is to ensure HMIS data are collected, used, and maintained in a confidential and secure environment at all times. This applies to all Personally Identifiable Information (PII) collected for inclusion in the Data Warehouse or a CHO's HMIS Software. The HMIS Lead, NYC HMIS Data Warehouse vendor, and CHOs are jointly responsible for ensuring that HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, comply with HMIS security standards. When a security standard conflicts with other federal, state, and local laws to which the CHO must adhere, the CHO must contact the HMIS Lead to collaboratively update the applicable policies for the CHO to accurately reflect the additional protections.

The HMIS Lead and each CHO must designate an IT Administrator within their organization, preferably within an information technology (IT) unit/position, to monitor and ensure compliance with security requirements outlined in the **HMIS Compliance Certification** (see Appendix). CHOs may establish additional or more stringent security requirements for their HMIS software.

CHOs will adopt additional security requirements, such as Multifactor Authentication (MFA), when directed by the HMIS Lead and approved by the Data Management Workgroup.

Data Privacy

It is the HMIS Lead's role to ensure that the NYC HMIS Data Warehouse and all CHOs' HMIS software systems adhere to the minimum privacy requirements and standards established by HUD in the latest HMIS Technical Standards.⁸ HUD's HMIS privacy standards require each CHO to publish a privacy notice. The goal of this notice is to ensure that client data is kept confidential and secure. CHOs may establish their own privacy policies as long as they meet HUD's minimum standards. The HMIS standards do not exempt CHOs from other laws. In developing a privacy notice, each CHO should make appropriate adjustments required by other applicable laws. CHOs

⁸ <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>

are required to post their privacy notice on their website. In addition, all HMIS users must receive a copy of the notice and have read the notice before gaining access to the CHO's HMIS software.

The NYC HMIS follows HUD's minimum requirement that consent of the individual for data collection may be inferred from the circumstances of the collection. CHOs must display a "Privacy Posting" visible to individuals at each intake desk (or comparable location) that explains generally the reasons for collecting this information (see example privacy posting in the Appendix). CHOs may choose to require a higher standard of informed or signed consent for their clients and should specify this when developing their policy notice.

A CHO's Privacy Notice must include the following elements (see sample notice in Appendix):

- Define Personally Identifiable Information (PII).
- Specify how clients will be informed that their personal information is being collected.
- Specify all potential uses and disclosures of client personal information.
- Specify the purpose for collecting the information.
- Specify the time for which the data will be retained at the organization and the method for data disposal or removing identifiers from personal information that is not in current use after it was added to the HMIS or last changed. Data must be retained for at least 7 years but CHOs can specify longer period.
- State the process and applicability of amendments and commit to documenting all privacy notice amendments.
- Offer reasonable accommodations for persons with disabilities and/or language barriers throughout the data collection process.
- Allow the client the right to inspect, correct, and obtain a copy of their client record and offer to explain any information that the individual may not understand.
- Specify a procedure for accepting and considering questions or complaints/grievances about the privacy policy or violations of the policy.

CHOs may share PII with each other, provided they have executed a data sharing agreement outlining roles, responsibilities, parameters of data sharing, client informed consent, and the steps that will be taken if one party withdraws from the data sharing agreements.

As the HMIS Lead Agency, the FHPR team has access to retrieve all data in the NYC HMIS Warehouse for the purposes of reporting, evaluation, and quality assurance. Other DSS staff members may have limited access to client level HMIS data to support FHPR. The HMIS Lead may share client level HMIS data with contracted entities or other outside organizations acting on behalf of the CoC for research, data matching, and evaluation purposes. The results of this analysis will always be reported in aggregate form; client level data will not be publicly shared

under any circumstance. Any requests for reports or information from an individual or group who has not been explicitly granted access to the NYC HMIS Data Warehouse will be directed to follow the Department of Social Services' Research Procedure. No individual client data will be provided to meet these requests without proper authorization.

Data Quality

The goal of maintaining high quality data is to be able to draw reasonable conclusions about the extent of homelessness and the impact of homeless services. Broad HMIS participation and data quality enhance the competitiveness of the CoC in the annual HUD competition. The HMIS Lead uses the data from the HMIS Data Warehouse to produce the following reports:

- Annual CoC Evaluation
- Quarterly performance reviews
- HUD System Performance Measures (SPM)
- HUD Emergency Solutions Grants - Consolidated Annual Performance and Evaluation Report (ESG CAPER)
- HUD Housing Inventory Count (HIC)
- HUD Point in Time Count (PIT)
- HUD Longitudinal System Analysis (LSA)

The HMIS Lead is responsible for monitoring CHOs to ensure high quality data is entered into the NYC HMIS Data Warehouse and that data quality issues are quickly identified and resolved. CHOs must follow the **NYC CoC Performance Plan**, approved by CoC governing committees and posted on the NYC CoC's website. The plan includes when and how data quality is monitored and goals for data quality improvement. CHOs must be responsive and participate in efforts by the NYC HMIS Lead and CoC committee members in following up with performance and data quality issues as responsiveness will be taken into consideration in the NYC CoC Annual Evaluation, which is used to rank projects in the annual NOFO.

CHOs can check their data quality in the HMIS Data Warehouse using a variety of data quality reports, including APRs. HUD requires that the overall error rate ("Client doesn't know," "Client prefers not to answer", and "Data not collected") in HMIS be less than 10% for Personally Identifiable Information (PII), Universal Data Elements (UDE), and Program-Specific Data Elements.

When examining data, check for:

- **Completeness** - The expectation is that there is no missing data for UDE or Program-Specific Data Elements.
- **Duplicate client records**
- **Data accuracy** - For example, Veterans must be age 18 or older and persons on SSI must have a disability. Data indicating unaccompanied children should be immediately identified and verified as accurate or should be corrected.
- **Timeliness** - All client data must be entered in CHO HMIS software within 3 business days of collection.
- **Overall error rate**

Client data must be updated at least once annually (which can include entry, annual assessments, regular services, exit information, or any other necessary updates). CHOs may not anonymize information (i.e., put in fake information in place of real information). CHOs must make sure HMIS data can be verified with documentation.

Training

The HMIS Lead is responsible for ensuring all CHOs that are collecting and reporting data with respect to HMIS are following HUD guidelines for system use, security, privacy, and data collection requirements – regardless of the HMIS software they are using.

CHO's HMIS Software System Training

The HMIS Lead will offer training on overall HUD HMIS requirements to all CHO HMIS Administrators, Security Contacts, and other HMIS Data Warehouse End Users (at the discretion of the CHO). Specifically, training will cover the privacy, security, and data collection requirements set forth in these policies and procedures.

Each CHO is responsible for training their End Users on these policies and procedures and system use *before* an End User is authorized to access the CHO's HMIS software. All End Users must receive annual training on data quality, privacy, and security.

HMIS Warehouse Training

The HMIS Lead will provide required training for all NYC HMIS Data Warehouse End Users prior to their access to the Warehouse and then annually. Training will include information on secure transfer of data, system use, reporting, data standards, and security and privacy maintenance. Training will be provided via a Learning Management System.

Grievances and Termination

CHO Grievance against HMIS Lead or HMIS Lead Grievance against CHO or HMIS Vendor

The HMIS Lead is responsible for maintaining HUD compliance, operating the HMIS, and implementing these policies and procedures. If any issue(s) with compliance or other policies and procedures herein arise, the CHOs, HMIS Vendors, and HMIS Lead should first inform the other and takes steps to resolve the concern(s) in a timely manner. If any responsible party is unable to resolve the issue, the aggrieved party may submit a grievance to the Data Management Committee, and finally to the CoC Steering Committee. The Steering Committee shall have the final say in all matters regarding HMIS.

Client Grievance against CHO or HMIS Lead

If a client believes that their rights have been violated related to their personal or private data in HMIS, a written complaint may be filed with the NYC CoC Grievance Committee. The HMIS Lead can try to intercede with the CHO on the client's behalf unless the HMIS Lead is the subject of the grievance.

Termination

Any CHO found to be in violation of the **HMIS Participating Organization Agreement** that does not demonstrate good faith efforts to resolve challenges will be notified of possible termination by the HMIS Lead. If issues are not resolved within 30 days, upon approval by the CoC Steering Committee, the HMIS Lead will terminate CHO's access to the HMIS Data Warehouse. This may affect contractual relationships requiring HMIS participation. CHOs may dispute the HMIS Lead's assessment of compliance through the CoC Grievance Committee.

CHOs no longer wishing to participate in the NYC HMIS, in whole or for a specific project, must inform the HMIS Lead stating this intention and the effective date when participation will conclude 30 days prior to termination. If the HMIS Lead finds that a project has ceased uploads or login activity to the Data Warehouse, the HMIS Lead will confirm with the organization whether the project or organization will continue to participate before informing the appropriate funding partners and governing committees as relevant.

Upon termination, the HMIS Lead will deactivate all relevant Data Warehouse users from that CHO on the specified date. All historical data entered into the Data Warehouse by that CHO or project will be maintained in the Data Warehouse. A CHO withdrawing from the HMIS may request an export of its data in CSV format.

Appendix A: Key Terms



Annual Performance Report (APR)	HUD project-level report that describes data about clients served and project performance.
Continuum of Care	A HUD defined group organized to carry out the responsibilities required under 24 CFR part 578 and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. NYC is CoC “NY-600.”
Contributing HMIS Organization (CHO)	An organization that operates a project that contributes data to the NYC HMIS Data Warehouse consistent with all applicable HUD and local standards outlined in the NYC CoC HMIS Policies and Procedures. (Also called a covered homeless organization – CHO)
CHO End User	An employee, volunteer, affiliate, associate, or any other individual acting on behalf of a CHO or an HMIS Lead Agency who uses or uploads data in project-level HMIS-compliant system from which data are periodically uploaded to the HMIS Data Warehouse. Throughout this document, users will be specified as Data Warehouse End Users or CHO End Users.
CHO Executing Officer	The CEO or Executive Director of the Contributing HMIS Organization (CHO).
CHO HMIS Administrator	A single point-of-contact established by each CHO who is responsible for day-to-day operation of the CHO data collection system, ensuring project-level data quality according to the terms of the NYC HMIS Participating Organization Agreement and associated data quality plan, and managing the upload process from the CHO project-level HMIS-compliant system to the HMIS Data Warehouse.

CHO IT Administrator	A single point-of-contact established by each CHO who is responsible for certifying that the CHO adheres to the Technical Standards; testing the CHO security practices for compliance; communicating any security questions, requests, or security breaches to the DSS HMIS Director and Security Officer, and security-related HMIS information relayed from NYC DSS to the CHO's End Users.
CHO HMIS Software	A client management information system operated by a CHO that allows the CHO to collect the minimum required data elements and to meet other established minimum participation thresholds as set forth in NYC HMIS Participating Organization Agreement .
CSV file set	Standard set of comma-separated values (CSV) files that include all data elements and fields defined by the HMIS Data Standards along with information that describes the dataset itself.
Data Warehouse	System that aggregates data from different sources into a single central software location to support data analysis and reporting. The NYC HMIS is a data warehouse.
HMIS CSV Format Specifications	Published by HUD, describes a common format and associated basic expectations and assumptions related to the processes of exporting and importing HMIS data in a standard manner for all data entered into an HMIS and for any data element defined by the HMIS Data Dictionary.
HMIS Data Dictionary	Designed for HMIS vendors and HMIS Lead Agency system administrators to understand all the data elements required in an HMIS, data collection and function of each required element, and the specific use of each element by the appropriate federal partner. The HMIS Data Dictionary should be the source for HMIS software programming.
HMIS Data Standards Manual	Published by HUD, establishes uniform definitions for the types of information to be collected and protocols for when data are collected and from whom. CHOs may have additional data collection requirements based on other funding sources, the client population served, and the types of data necessary to effectively monitor programs.
HMIS Lead Agency (HMIS Lead)	The entity – NYC DSS – designated by the CoC to operate the HMIS Project in accordance with HUD standards. HMIS is run by the Federal Policy and Reporting unit.
HMIS	Homeless Management Information System (HMIS) is a set of data collection, management, and reporting standards established by the U.S. Department of Housing and Urban Development. HMIS' are run locally by a Continuum of Care's designated HMIS lead. In NYC the HMIS Lead is the Department of Social Services.

Metadata Elements	Data about collected data elements such as the date data are uploaded or the name of the CHO's HMIS software used to collect the data.
Personally Identifiable Information/ Protected Identifying Information (PII)	Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Privacy Notice	HUD's HMIS privacy standards require each CHO to publish a privacy notice that details how clients are informed of what and how data are being collected, stored, and shared about them. The notice can be tailored to the CHO as long as it meets HUD minimal standards. The notice must be reviewed by all HMIS users and available on a CHO's website.
Privacy Posting	A sign CHOs post at their intake desks that explain why personal information is being collected and how it will be used. It also shares how individuals can request a copy of the CHO's Privacy Notice.
Project	A distinct unit of an organization, which may or may not be federally funded by HUD or the federal partners, that provides services and/or lodging and is identified by the CoC as part of its service system.
Project Descriptor Data Elements	Required project level elements initially entered at the set-up stage of the project within an HMIS that specifically identify the organization, project name, continuum in which the project operated, type of project, bed and unit inventory for residential projects, and funding source.
Program-Specific Data Elements	Client level elements required by a specific federal program or program component.
Universal Data Elements (UDE)	Client level data elements required for collection by all projects participating in HMIS, regardless of project type or funding source.
Victim Service Provider (VSP)	A VSP is defined as a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelter and transitional housing programs, and other programs. A VSP is a designation at the agency level, not the project level (see 24 CFR 578.3).

Appendix B: Participating Organization Agreement



Participating Organization Agreement

THIS HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATING ORGANIZATION AGREEMENT (the “Organization Agreement” or “Agreement”) is made by and between the New York City Department of Social Services (hereinafter “DSS”), as the primary entity for the New York City Continuum of Care Homeless Management Information System (hereinafter “HMIS” or “NYC HMIS”) and _____, a nonprofit corporation or organization, or contributing HMIS organization located at _____ (hereinafter “CHO”).

Whereas, the NYC HMIS is a data warehouse that operates in accordance with the U.S. Department of Housing and Urban Development (HUD) standards; and

Whereas, the NYC HMIS is responsible for: (i) collecting client-level data from participating HMIS organizations, as well as collecting data related to the provision of housing and related services for homeless individuals and families, (ii) compiling and submitting required federal reports to HUD, and (iii) measuring data quality and performance.

Whereas, DSS, in partnership with New York City Continuum of Care, is the lead agency for the NYC HMIS.

Whereas, Victim Service Providers (VSP)s are considered CHOs but are only required to share aggregate data with DSS but still must maintain a HMIS compliant system.

Now, therefore, in consideration of the mutual promises contained in this Agreement, DSS and CHO agree as follows:

I. Definitions

“Client” is a consumer of services provided by or through the Organization.

“Contributing HMIS Organizations (CHO)” are all the organizations participating in NYC HMIS Data Warehouse.

“NYC HMIS Data Warehouse” is the central repository of client level data from the CHOs.

“Participating Project” means a project operated by a CHO which records data elements regarding clients served and uploads these data elements through agreed upon means to the Data Warehouse operated by the HMIS Lead.

“CHO HMIS Software” is defined as a client management information system operated by an organization that allows the project to collect the minimum required data elements and to meet other established minimum participation thresholds as set forth in the HUD HMIS standards.

“Victim Service Providers (VSP)” is defined as a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. VSPs operate under legally codified confidentiality provisions that limit them from sharing, disclosing, or revealing victims’ PII, including entering information into shared databases like HMIS.

II. Term

This Agreement shall be in force from the execution date and shall remain in effect unless terminated pursuant to below paragraph VI Terminations.

III. Conditions for NYC HMIS Participation

The CHO agrees to abide by the most recent NYC HMIS Policies and Procedures approved and adopted by the NYC CoC. The CHO also agrees to assure that all employees and agents accessing the NYC HMIS Data Warehouse comply with these policies (available online at www.nychomeless.com).

IV. Rights and Responsibilities of Parties

DSS is responsible for:

- a) Governance and Reporting
- b) Planning and Policy Development
- c) Grant Administration
- d) HMIS Lead System Administration
- e) End User Administration, including training, collecting NYC HMIS Data Warehouse End User Agreements, and providing training to all warehouse users.
- f) Data Quality and Compliance Monitoring
- g) Conducting Security, Privacy and Data Quality trainings
- h) Ensuring HMIS is operating in accordance with these Policies and Procedures

CHOs are responsible for:

- a) Self-certifying use of HMIS compliant software system for data collection by completing and signing the HMIS Compliance Certification form
- b) Self-certifying review of and compliance with NYC HMIS policies and procedures
- c) Agreeing to remediate non-compliant source system issues within 30 days
- d) Collecting and uploading data to the NYC HMIS Data Warehouse as per these policies and procedures
- e) Ensuring End Users of the CHO HMIS software sign an End User agreement prior to entry and are adequately trained and adhere to privacy and confidentiality requirements
- f) Notifying the NYC HMIS Lead within 15 days if any HMIS data warehouse end user needs to be deactivated

- g) Notifying the NYC HMIS Lead ahead of any change in software vendor or change to program participation
- h) Notifying the NYC HMIS Lead within 30 days of intention to terminate participation in whole or for a specific project(s)

V. Oversight and Sanctions

DSS will monitor CHO compliance with these policies and procedures and can verify CHO self-certifications via site visits.

VI. Other Terms and Conditions

DSS shall not be liable to the CHO for any services, hardware, or software associated with the operation of any CHO’s HMIS Software except as specified above.

DSS shall not be liable to CHO for any cessation, delay, or interruption of any NYC HMIS Data Warehouse services, nor for any malfunction of NYC HMIS Data Warehouse software. Without limiting the generality of the foregoing or the right of DSS to terminate this Agreement for any reason, DSS may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

This Agreement shall be in force from the execution date and shall remain in effect unless terminated pursuant to below paragraph VI Terminations.

VI. Terminations

DSS reserves the right to amend this Agreement by providing a 3-day notice to this CHO. Either party has the right to terminate this Agreement, with or without cause, by providing a 30-day written notice to the other party. If this agreement is terminated, this CHO shall no longer have access to the NYC HMIS warehouse or any information therein. DSS shall retain the right to use all client data previously entered by this CHO.

IN WITNESS WHEREOF, DSS and CHO have executed this Agreement by their respective duly authorized representatives.

NYC Department of Social Services (DSS)

By: _____ Title: _____ Date: _____

CHO Name: _____

By: _____ Date: _____

Printed Name: _____

Title or Capacity: _____

Appendix C: HMIS Compliance Certification



HMIS Compliance Certification

Contributing HMIS Organization (CHO) Name: _____

A. Identification and Contact Information

You are required to notify DSS within 15 business days if one of these contacts changes.

Executing Officer (Executive Director or Chief Executive Officer)

- a. Name _____
- b. Title _____
- c. Phone _____
- d. Email _____

CHO HMIS Administrator (may be the same as the Executing Officer)

- a. Name _____
- b. Title _____
- c. Phone _____
- d. Email _____

Backup CHO HMIS Administrator

- a. Name _____
- b. Title _____
- c. Phone _____
- d. Email _____

CHO IT Administrator

- a. Name _____
- b. Title _____
- c. Phone _____
- d. Email _____

B. What HMIS software is the CHO using? _____

C. Indicate if the CHO is a Victim Services Provider (VSP)⁹: (Yes/No) _____

D. Key Responsibilities

The **CHO's HMIS Administrator** is responsible for ensuring the CHO follows the below listed CHO Administrative Requirements.

If the CHO HMIS Administrator leaves the agency or is reassigned from HMIS duties, it will be the responsibility of the immediate supervisor or CEO/Executive Director to notify the HMIS Lead immediately.

The **CHO's Information Technology (IT) Administrator** is responsible for ensuring the CHO follows the below listed CHO IT Requirements.

E. CHO Requirements

Each CHO is required to establish and follow the below required policies and practices. **These must be established and certified prior to signing this document, which grants access to the HMIS Data Warehouse. If the software used for data collection changes, the HMIS Lead must be notified in advance and this form resubmitted.** Security Requirements are based on the most recent HUD HMIS Technical Standards (July 2004).¹⁰

CHO Administrative Requirements	Meets Requirement (Yes/No)
CHO end users must communicate all HMIS Project or Data Warehouse matters to the CHO HMIS Administrator (who liaises with HMIS Lead) and all HMIS security matters to the CHO IT Administrator and CHO HMIS Administrator.	
The CHO has adopted an End User Agreement that minimally covers what is included in the Sample <i>Organization's HMIS End User Agreement</i> provided in NYC HMIS Policies and Procedures Appendix. (CHOs may modify the example End User Agreement to include additional user requirements relevant to their specific system or operations if the provisions do not conflict with or omit any of the provisions of the example End User Agreement.)	

⁹ A VSP is defined as a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelter and transitional housing programs, and other programs. A VSP is a designation at the agency level, not the project level (see 24 CFR 578.3).

¹⁰ [2004 HMIS Data and Technical Standards Final Notice \(July 2004\) - HUD Exchange](#)

CHO Administrative Requirements	Meets Requirement (Yes/No)
CHO end users must sign an HMIS End User Agreement before end users are granted access to its HMIS software. Signed agreements are on file for all staff who access CHO's HMIS software.	
The CHO must deactivate CHO HMIS software end users who have left the organization or no longer need access immediately.	
The CHO must inform users that unauthorized use or disclosure of PII is a serious matter and will result in penalties or sanctions, such as loss of access to the CHO HMIS software and other office and technology resources; financial liability for the cost of such use; adverse employment actions including dismissal; and civil and/or criminal prosecution and penalties.	
The CHO provides training or access to training on system use, privacy, security, and data collection requirements consistent with NYC HMIS Policies and Procedures and HUD HMIS standards. All end users must receive training prior to receiving access to CHO's HMIS Software and then annually.	
The CHO has adopted the minimal standard Privacy Policy provided by the NYC HMIS Lead (see Sample Form in Appendix).	
The CHO's Privacy Policy is posted on the CHO's website.	
The CHO must provide all end users a copy of the Privacy Policy to read before they receive access to the CHO's HMIS software.	
The CHO has a Privacy Posting , which includes the required language included in the Appendix. This must be posted at all intake desks or other locations where data collection occurs.	
The CHO must enter all client data in Organization's HMIS system within three business days of when information is collected from the client.	
The CHO validates the accuracy of the data in its HMIS software and updates/corrects missing or inaccurate data, consistent with Data Quality Section of the HMIS Policies and Procedures.	
The CHO will collect and securely store digital or hard copies of documents that verify client information such as vital records or signed leases.	
The CHO's HMIS Administrator will maintain an accurate accounting of project information in the CHO's HMIS software, including project names and their active status, funding sources, target populations, and bed and unit inventories and make sure information in CHO's HMIS software matches the information in the NYC HMIS Data Warehouse.	

CHO IT Requirements	Meets Requirement (Yes/No)
The CHO uses and updates anti-virus software on all CHO-owned devices used to access its HMIS software and scans for viruses and malware monthly.	
The CHO protects HMIS data behind a firewall or has provisions in its HMIS vendor contract.	
The CHO automatically logs or locks users out of their workstation after a defined period of inactivity , requiring a username and password to resume use of the project-level HMIS-compliant system.	
The CHO ensures same security measures (see above) apply to devices not owned or managed by the CHO when used to access HMIS Data Warehouse.	
The CHO's hard drives or removable media on which PII is stored are encrypted and users are prohibited from storing client-level data on any personally owned media.	
The CHO has a protects and securely disposes of hard-copy and electronic client-level data.	
The CHO maintains records of all security breaches to the CHO HMIS software system and NYC HMIS Data Warehouse. CHOs will notify the HMIS Lead within 24 hours of any security incidents.	

F. Vendor Requirements

Each CHO is required to meet the following security requirements. **These must be established and certified prior to signing this document, which grants access to the NYC HMIS Data Warehouse.**

Vendor – HUD’s HMIS Software Requirements ¹¹
CHO’s HMIS software is a relational database capable of recording client data from a limitless number of service transactions and preserving all required historical data as outlined in HUD HMIS Data Standards.
CHO’s HMIS software has the capacity to collect data on system use for the purposes of data quality and security, including login attempts, search parameters, and incidents of changes made to records. CHO’s software maintains audit records of user activity , including attempted logins, searches conducted by each user, records altered by each user, and records added by each user.
CHO’s HMIS software is available for use with limited unplanned downtime for maintenance.

¹¹ See HUD’s HMIS Software Vendor Monitoring Tool [*HMIS Lead Product Series: HMIS Software Vendor Monitoring Tool \(hudexchange.info\)](https://hudexchange.info)

Vendor – HUD’s HMIS Software Requirements¹¹

CHO’s HMIS vendor maintains backup, restoration and recovery procedures, off-site secured data storage, and emergency technical support.

CHO’s HMIS vendor provides a disaster recovery plan.

CHO’s HMIS software has sufficient security protocols, including end-to-end data encryption, automatic time out or lock out, concurrent login prevention, username and password access requirements, 128-bit+ encryption, SSL certificate, and an automated audit trail.

CHO’s HMIS software has **password requirements** that meet the minimum standards established in the 2004 Tech Standards. Industry standards are that passwords are between 8 and 24 characters; have letters, numbers, and special characters; and are longer and more complex so they do not require frequent updates. Any default passwords provided for initial entry into the application must be changed on first use.

CHO’s HMIS software can protect data to the different federal and local privacy laws as needed; these laws are not universally applicable (Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2).

CHO’s HMIS software has features that allow those with disabilities or with special needs to enter and report data (508 Compliance).

CHO’s HMIS software contains all relevant Project Descriptor Data Elements (PDDE), Universal Data Elements (UDE), common Program Specific Data Elements (PSDE) and individual federal partner PSDE response categories, and Metadata Elements (MDE).

CHO’s HMIS software can manage record duplication via a client record merger feature or other functionality and has sufficient protocols to prevent duplicate client record creation.

CHO’s HMIS software can collect data at different points throughout the data collection process.

CHO’s HMIS software provides access to historical data and can archive client-level data after seven years.

CHO’s HMIS software can dynamically manage households as members join and depart from the household.

CHO’s HMIS vendor meets HUD and federal partner deadlines for implementing data elements, response categories, and report specification updates.

CHO’s HMIS software provides up-to-date HUD-required reports and federal partner reports requiring HMIS.

CHO’s HMIS software can create a valid CSV export per the latest HUD CSV Specifications.

CHO’s HMIS software can allow for flexible sharing of data by data element, program, and agency in accordance with CoC privacy protocols and the client’s wishes.

CHO’s HMIS software allows the HMIS administration to manage user access through a username and password.

CHO’s HMIS software has multiple tiered levels of system access that provide access to only necessary data collection and reporting functionality for the HMIS user to complete their responsibilities.

CHO’s HMIS vendor offers annual training on system use.

Vendor – HUD’s HMIS Software Requirements¹¹

CHO’s HMIS vendor is timely—within 30 days—when responding to feature enhancements, issues, errors, or system bugs.

CHO’s HMIS vendor is timely when responding to CoC and HMIS Leadership questions, issues, and concerns.

CHO’s HMIS vendor provides dedicated customer service representation for HMIS Administrator(s).

We affirm and certify the above information is true and that this organization, _____, is in full compliance with all requirements listed as “CHO” (Contributing HMIS Organization) responsibilities in the U.S. Department of Housing and Urban Development Homeless Management Information System (HMIS) Data and Technical Standards Final Notice and with the NYC CoC HMIS Policies and Procedures. This certification is incorporated into the Participating Organization Agreement. Any misrepresentation of the foregoing may result in termination of the Participation Agreement.

CHO HMIS System Administrator

Signature _____
Date _____
Printed _____
Name _____
Title _____

CHO IT Administrator

Signature _____
Date _____
Printed _____
Name _____
Title _____

Executing Officer (Executive Director or Chief Executive Officer)

Signature _____
Date _____
Printed _____
Name _____
Title _____

Appendix D: NYC HMIS Data Warehouse End User Agreement



NYC HMIS Data Warehouse End User Agreement

This form authorizes access to the NYC HMIS data warehouse. One form should be completed, signed, and submitted to DSS for each person requesting access.

Contributing HMIS Organization (CHO) Name: _____

Name of Person requesting access: _____

Title of Person requesting access: _____

Email of Person requesting access: _____

Requesting access to all projects within an organization or select projects?

All Selected (list): _____

The NYC HMIS prioritizes the need to maintain client confidentiality and treat the personal data of clients with respect and care. NYC HMIS Data Warehouse users must ensure the data they upload to the NYC HMIS are collected, accessed, and used appropriately. Proper user training, adherence to the NYC HMIS Policies and Procedures, and a clear understanding of the privacy, security and confidentiality policies are required for all users.

Your User ID and Password give you access to the NYC HMIS Data Warehouse. **Sign below to indicate your understanding and acceptance of the proper use of your User ID and password and your intention to comply with all elements of the Homeless Management Information System Data and Technical Standards Notice – published in the Federal Register on July 30, 2004 by the U. S. Department of Housing and Urban Development.** Any Data Warehouse User found to be in breach of this Data Warehouse End User Agreement will be subject to the following penalties or sanctions including: the loss or limitation of use of the HMIS and other office technology resources, adverse employment actions including dismissal; and, civil and/or criminal prosecution and penalties.

By signing this form, you agree to comply with all the statements listed below –

- My NYC HMIS Data Warehouse User ID and Password are for my use only and must not be shared with anyone. I will take all reasonable means to keep my User ID and Password physically and electronically secure.
- If I am logged into the NYC HMIS Data Warehouse and must leave the work area where the computer is located, I must log-off the NYC HMIS Data Warehouse before leaving the work area.
- I will ensure that any computer I am using to access the NYC HMIS Data Warehouse
 - is equipped with locking timeout function
 - has virus protection software installed with auto-update functions
 - has software or hardware firewall protection
- If I notice or suspect a security breach or other issues with HMIS data or systems, I must notify the HMIS Lead System Administrator – NYC Department of Social Services – within 3 business days.

I affirm the following:

- 1) I will attend any mandatory NYC HMIS trainings.
- 2) I have read and will abide by all policies and procedures in the NYC HMIS Policies and Procedures and have adequate training and knowledge to upload to and export data from and/or run reports from the NYC HMIS Data Warehouse.
- 3) I will maintain the confidentiality of client data in the NYC HMIS Data Warehouse as outlined above and in the NYC HMIS Policies and Procedures Manual.
- 4) I will only search, view, or upload data to the NYC HMIS Data Warehouse that is relevant to the delivery of services to people in housing crisis in New York City.

To be completed by the contributing organization:

Person requesting NYC HMIS Data Warehouse access

Date

CHO HMIS System Administrator or Executing Officer

Date

To be completed by DSS:

NYC HMIS Data Warehouse System Administrator or Designee

Date

Appendix E: Sample CHO End User Agreement



Organization's HMIS End User Agreement

End User Full Name: _____

End User's title: _____

End User's work phone number: _____

End User's work e-mail: _____

Project(s): _____

Organization: _____

Organization's HMIS System Name: _____

Organization's HMIS Administrator Name: _____

USER POLICY

HMIS Project End Users will comply, to the best of their ability, both with the policies and procedures of their organization and the NYC HMIS policies and procedures. As guardians entrusted with personal data, HMIS end users have a moral and a legal obligation to ensure data are collected, accessed, and used exclusively to serve the client. It is also the responsibility of each user to ensure that client data are protected.

USER RESPONSIBILITY

Your User ID and password give you access to client level data in the projects listed above. By signing this form, you indicate you understand and accept the terms of this agreement. Failure to uphold these terms is grounds for immediate termination from the system.

Please initial before each bullet to indicate you have read, understand, and agree with the following statements:

_____ I will read and abide by my organization's privacy notice (provided to me by the HMIS Administrator or other staff and available on my organization's website)

_____ I understand that the *Privacy Posting* must be viewable by the client from my workspace that informs the client how their personally identifiable information will be used and protected, as well as their rights.

- _____ I understand that the Privacy Notice indicated in the Privacy Posting must be provided to the client upon request.
- _____ I understand that my User ID and Password are for my use only and will not be shared with anyone.
- _____ I will take all reasonable precautions to keep my password physically secure.
- _____ I will never let anyone else know my password, use my password, or access the system using my password.
- _____ I will only let only individuals who are authorized view information in the system (or the Client to whom the information pertains).
- _____ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- _____ I will not electronically transmit any unencrypted identifiable client-level data on a public network.
- _____ I will not leave a computer unattended when I am logged into the system.
- _____ I will log-off the system before leaving the work area, even for a very short time.
- _____ I understand that failure to log off data system or workstation appropriately may result in a breach in client confidentiality.
- _____ I will assure that all printouts / hard copies of client information must be kept in a secure place, such as a locked file.
- _____ I will assure that any printouts / hard copies of client information no longer needed will be shredded or otherwise properly destroyed to maintain confidentiality.
- _____ If I notice or suspect a security breach, I will immediately notify my organization's HMIS Administrator.
- _____ I will attend all mandatory HMIS trainings (includes NYC HMIS Policies and Procedures and outlines data privacy, security, and use, as well as trainings on system use).
- _____ I understand that unauthorized use or disclosure of personally identifiable information (PII) is a serious matter and will result in penalties or sanctions, such as loss of access to the CHO HMIS software and other office and technology resources; financial liability for the cost of such use; adverse employment actions including dismissal; and civil and/or criminal prosecution and penalties.

I, **(Print)** _____, acknowledge that I have received the NYC HMIS Policies and Procedures. I understand and agree to comply with the requirements contained in the Policies and Procedures. I further understand that failure to comply with the Policies and Procedures may result in sanctions, up to and including termination and civil and criminal penalties.

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

CHO Project End User Signature Date

CHO Supervisor Signature Date

Supervisor's printed name Supervisor's title

Appendix F: Sample Privacy Notice



Organization's HMIS Privacy Notice

Privacy Notice for _____
(Organization Name)

What this Notice Covers.

1. This document describes the privacy policy and practices of above-named organization. Our main office is at _____.
2. This policy covers the collection, use, and maintenance of protected personal information for clients of above-named organization.
3. **Personally Identifiable Information/ Protected Identifying Information (PII)** is any personal information we maintain about a client that:
 - a. Allows identification of an individual directly or indirectly;
 - b. Can be manipulated by a reasonably foreseeable method to identify a specific individual; or
 - c. Can be linked with other available information to identify a specific client.
4. We adopted this policy because the Department of Housing and Urban Development issued standards for Homeless Management Information Systems. We intend our policy and practices to be consistent with those standards. See 69 Federal Register 45888 (July 30, 2004).
5. This policy informs our clients, our staff, and others how we process personal information. We follow the policy and practices described in this privacy notice.
6. We may amend our policy or practices at any time. Amendments may affect PII that we obtained before the effective date of the amendment.
7. We give a written copy of this privacy notice to any individual who asks for it.
8. We maintain a copy of this notice on our website at _____

How and Why We Collect PII.

1. We collect PII only when appropriate to provide services or for another specific purpose of our organization or when required by law. We may collect information for these purposes:
 - a. To provide individual case management;

- b. To produce aggregate-level reports regarding use of services;
 - c. To track individual project-level outcomes;
 - d. To identify unfilled service needs and plan for the provision of new services;
 - e. To conduct research for consulting and/or educational purposes; and
 - f. To accomplish any and all other purposes deemed appropriate by the CoC.
2. We only use lawful and fair means to collect PII.
 3. We normally collect with the knowledge or consent of our clients. If you seek our assistance and provide us with PII, we assume that you consent to the collection of information described in this policy.
 4. We share this data with the NYC Department of Social Services (DSS), Federal Homeless Policy and Reporting unit (FHPR) a/k/a/ the “HUD CoC unit”: the agency appointed by the CoC to manage all PII we record about our clients. This agency is required to maintain the confidentiality of the data.
 5. We post a sign at our intake desk or other location explaining why we ask for PII that says:
 [SAMPLE LANGUAGE; ORGANIZATIONS SHOULD REPLACE THIS LANGUAGE WITH THEIR OWN, AS APPROPRIATE] *<We collect personal information about homeless individuals in a computer system called a Homeless Management Information System (HMIS) for reasons that are discussed in our privacy notice. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless individuals, and to better understand the needs of homeless individuals. We only collect information that we consider to be appropriate. If you have any questions or would like to see our privacy notice, our staff will provide you with a copy.>*

How We Use and Disclose PII.

1. We use or disclose PII for activities described in this part of the notice. We may or may not make any of these uses or disclosures of your PII. We assume that you consent to the use or disclosure of your PII for the purposes described below and for other uses and disclosures that we determine to be compatible with these uses or disclosures:
 - a. To provide or coordinate services to individuals;
 - b. for functions related to payment or reimbursement for services;
 - c. To carry out administrative functions such as legal, audits, personnel, oversight and management functions;
 - d. To create de-identified (anonymous) information;
 - e. When required by law to the extent that use or disclosure complies with and is limited to the requirements of the law;
 - f. To avert a serious threat to health or safety if:
 - i. We believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and

- ii. The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- g. To report about an individual we reasonably believe to be a victim of abuse, neglect or domestic violence to a governmental authority (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect or domestic violence in any of the following three circumstances:
 - i. Where the disclosure is required by law and the disclosure complies with and is limited to the requirements of the law;
 - ii. If the individual agrees to the disclosure; or
 - iii. To the extent that the disclosure is expressly authorized by statute or regulation and either of the following are applicable:
 - A. We believe the disclosure is necessary to prevent serious harm to the individual or other potential victims; or
 - B. If the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PII for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.
 - iv. When we make a permitted disclosure about a victim of abuse neglect or domestic violence, we will promptly inform the individual who is the victim that a disclosure has been or will be made, except if:
 - A. We, in the exercise of professional judgment, believe informing the individual would place the individual at risk of serious harm; or
 - B. We would be informing a personal representative (such as a family member or friend), and we reasonably believe the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as we determine in the exercise of our professional judgment.
- h. To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct) under any of these circumstances:
 - i. In response to a lawful court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena;
 - ii. If the law enforcement official makes a written request for PII that:
 - A. Is signed by a supervisory official of the law enforcement agency seeking the PII;
 - B. States that the information is relevant and material to a legitimate law enforcement investigation;
 - C. Identifies the PII sought;
 - D. Is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and

- E. States that de-identified information could not be used to accomplish the purpose of the disclosure.
- iii. If we believe in good faith that the PII constitutes evidence of criminal conduct that occurred on our premises;
- iv. In response to an oral request for the purpose of identifying or locating a suspect, fugitive, material witness or missing person and the PII disclosed consists only of name, address, date of birth, place of birth, social security number and distinguishing physical characteristics; or if:
 - A. The official is an authorized federal official seeking PII for the provision of protective services to the President or other persons authorized by 18 U.S.C. 3056, or to foreign heads of state or other persons authorized by 22 U.S.C. 2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C. 871 and 879 (threats against the President and others); and
 - B. The information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought.
- i. To comply with government reporting obligations for HMIS and for oversight of compliance with HMIS requirements.
- j. To third parties for the following purposes:
 - i. To permit other systems of care to conduct data matches (i.e., to determine if you are also utilizing services from such other systems of care); and
 - ii. To permit third party research firms and/or evaluators to perform research and evaluation services in connection with the programs administered by the CCoC and the other agencies;
 - A. Provided that before PII is disclosed under this subsection, the third party that will receive such PII and use it as permitted above must first execute a Data Use & Disclosure Agreement requiring such third party to comply with all applicable laws and regulations, including the privacy standards and disclosure provisions contained in the Department of Housing and Urban Development Homeless Management Information Systems; Data and Technical Standards Final Notice (see 69 Federal Register 45888 (July 30, 2004)), which such standards and provisions are reflected herein.
- 2. Before we make any use or disclosure of your PII that is not described here, we seek your consent first.

How to Inspect and Correct PII.

1. You may inspect and have a copy of your PII that we maintain. We will offer to explain any information that you may not understand.
2. We will consider a request from you for correction of inaccurate or incomplete PII that we maintain about you. If we agree that the information is inaccurate or incomplete, we may

delete it or we may choose to mark it as inaccurate or incomplete and to supplement it with additional information.

3. We may deny your request for inspection or copying of PII if:
 - a. The information was compiled in reasonable anticipation of litigation or comparable proceedings;
 - b. The information is about another individual (other than a health care provider or homeless provider);
 - c. The information was obtained under a promise of confidentiality (other than a promise from a health care provider or homeless provider) and if the disclosure would reveal the source of the information; or
 - d. Disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.
4. If we deny a request for access or correction, we will explain the reason for the denial. We will also include, as part of the PII that we maintain, documentation of the request and the reason for the denial.
5. We may reject repeated or harassing requests for access to or correction of PII.

Data Retention.

1. We collect only PII that is relevant to the purposes for which we plan to use it. To the extent necessary, we seek to maintain only PII that is accurate, complete, and timely.
2. We will dispose of PII not in current use seven years after the information was created or last changed. As an alternative to disposal, we may choose to remove identifiers from the PII.
3. We may keep information for a longer period if required to do so by an applicable statute, regulation, contract, or other requirement.

Complaints and Accountability.

1. We accept and consider questions or complaints about our privacy and security policies and practices. You may ask <name an individual or provide a point of contact and describe a process for submitting questions or complaints.>
2. All members of our staff (including employees, volunteers, affiliates, contractors, and associates) are required to comply with this privacy policy. Each staff member must receive and acknowledge receipt of a copy of this privacy notice.
3. In the event that your question or complaint is not sufficiently addressed through this organization, you may take your concerns to the CoC Grievance Committee. Individuals will submit grievances in writing to the co-chairs. The co-chairs will pass the grievance to the Grievance Committee, which will review it and make a recommendation back to the co-chairs. The co-chairs will make the final decision about the outcome and notify you. More information about this Committee can be found at www.nychomeless.com. Additionally, you may take your concerns to the NYC Commission on Human Rights.

Appendix G: Sample Privacy Posting

NYC | Continuum
CoC | of Care



HMIS Privacy Posting

We collect personal information about homeless individuals in a computer system called a Homeless Management Information System (HMIS) for reasons that are discussed in our *privacy notice*.

We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless individuals, and to better understand the needs of homeless individuals. We only collect information that we consider to be appropriate.

If you have any questions or would like to see our *privacy notice*, our staff will provide you with a copy.