Lancaster County Homelessness Coalition

PA-510: Lancaster City & County Continuum of Care

HOMELESS MANAGEMENT INFORMATION SYSTEM

Policies and Procedures

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I. Mission and Vision

The Lancaster County Homelessness Coalition leads community efforts to rapidly and sustainably house all people experiencing homelessness.

The Lancaster County Homelessness Coalition (LCHC) is the lead agency for PA-510 and is responsible for the oversight of all Continuum of Care (CoC) policies, procedures, and CoC project funding decisions. LCHC is the collaborative applicant for the CoC Program Competition, the Homelessness Management Information System (HMIS) lead, and the Coordinated Entry lead agency for PA-510.

The Continuum of Care works to coordinate community-based processes relating to the experience of homelessness and works to build a system of housing and services to address the needs of those at-risk of/currently experiencing homelessness. The CoC works to establish local priorities for system planning and evaluations of system-wide performance with the goal of making homelessness rare, brief, and non-recurring.

The Office for the Coalition (O4C) has the primary focus of bringing together the network of partners to deliver a consistent level of quality services to clients in Lancaster County.

Together, the Coalition provides quality, personalized human and housing services for all individuals and families facing or experiencing homelessness, and ensures homelessness is rare, brief, and non-recurring.

II. Background

A Homeless Management Information System (HMIS) is a computerized data collection tool specifically designed to capture client level system-wide information over time on the characteristics and service needs of people who are experiencing homelessness. The primary components of an HMIS are:

- Client demographic information
- Client enrollments
- Case management and referrals
- Service tracking
- Case notes
- Reporting

The benefits of an HMIS for people who are experiencing homelessness are:

- A decrease in duplicative intakes and assessments
- Streamlined referrals
- Coordinated case management
- Benefit eligibility

The benefits of an HMIS for agency directors and program managers are:

- Tracking client outcomes
- Coordinating services internally among agency programs and externally with other providers
- Preparing financial and programmatic reports for funders, board members, and other stakeholders
- Information for program design decisions

The benefits of an HMIS for public policy makers and advocates are:

- Understanding the extent and scope of homelessness

- Unduplicated client count
- Identifying service gaps
- Informing system design, development, and policy decisions

III. Who Is In Charge Of The HMIS?

The Office for the Lancaster County Homelessness Coalition (O4C) administers the HMIS. The O4C is the lead agency for the Federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) grant and the designated HMIS Lead agency. O4C is contracted with CaseWorthy Inc. to design, implement, and support the Empower Lancaster database. Empower Lancaster is custom designed to meet the needs of the Lancaster County CoC.

IV. Why Do We Need An HMIS?

The primary reason for the need to have an HMIS system is to make the provision of social services easier for the client. A secondary reason is that an HMIS enables policy makers, funders, and program designers to analyze patterns of use of people entering and exiting the homeless assistance system. The third reason is to evaluate the effectiveness of these systems to ensure a seamless system of care.

The final reason is that HUD requires that every CoC have a database that conforms to their HMIS specifications. Congress also issued a three-year directive to HUD on the need for data and analysis on the extent of homelessness and the effectiveness of McKinney-Vento Act Programs. Further, HUD requires recipients of funds from McKinney-Vento Act Programs to participate in the applicable community-wide HMIS.

V. What Data Can Be Collected?

Empower Lancaster allows O4C and providers to capture and report the following data points:

- Unduplicated count/Length of stay
- Demographic characteristics
- Income levels and sources
- Benefit utilization and history
- Education status and history
- Employment status and history
- Residential history
- Address of last permanent residence
- Health/Disability status
- Referral sources and eligibility
- Service needs and utilization
- Duration of homelessness
- Outcomes
    - Housing
    - Income
    - Employment
    - Other
- Other program specific data

VI. What Are The Minimum Data Entry Expectations?

The Participating Agencies (agencies using the Empower Lancaster system in Lancaster) are responsible for ensuring that all clients are asked a minimal set of questions described below for use in aggregate analysis. The Participating Agencies are strongly encouraged to enter additional data on clients experiencing homelessness to make the best use of the HMIS tool. Listed below are the minimum data elements that must be completed for all clients in CoC-funded programs. Data elements are subject to change based on HUD's requirements.

1. Name: First, Middle Initial, Last (not required for domestic violence programs)
2. Social Security number (not required for domestic violence programs)
3. Date of Birth
4. Race (combining former Race and Ethnicity data elements)
5. Sex
6. Veteran Status
7. Disabling Condition
8. Living Situation
    a. Current & Prior
9. Project Entry Date
10. Project Exit Date
11. Destination (when exiting a project)
12. Relationship to the Head of Household
13. Client Location
14. Housing Status
15. Income and Sources
16. Non-Cash Benefits
17. Health Insurance
18. Specific Disability information
19. Domestic Violence History
20. Residential Move-In Date
21. Housing Assessment at Project Exit
22. Chronic Homeless status (automatically calculated from user entered client information by Empower Lancaster using HUD's requirements)
23. Monthly Income
24. Primary language/ translation assistance required

VII. What Geographic Area Is Covered By The HMIS?

The geographical area of Lancaster's HMIS covers the City of Lancaster and all the municipalities in Lancaster County, Pennsylvania.

VIII. Who Participates In The HMIS?

End Users are any persons who use the Empower Lancaster HMIS for client management, case management, data entry, data processing, or reporting services. Each agency that is involved with the Empower Lancaster HMIS is referred to as a Participating Agency. There may be several end users within a Participating Agency.

The primary end users of Lancaster's HMIS are street outreach, coordinated assessment, emergency shelter, crisis housing, rapid rehousing, and permanent housing projects in the county. Additional end users include all

service providers that work with people experiencing homelessness in Lancaster. Related service providers may also become members of the HMIS.

Participation in the Empower Lancaster system is mandatory for entities receiving funding through the PA-510 Joint Funding application process and/or receiving funding from HUD as a direct CoC grant recipient, with the exception of Domestic Violence programs. These funds may come to PA-510 through the federal Department of Housing and Urban Development, Pennsylvania state's Housing Assistance Programs (HAP), or the United Way (UW). Other organizations that serve people experiencing homelessness but do not receive funds from the O4C are welcome and encouraged to use the system.

A. Participation Requests, Limits, and Denials

Empower Lancaster is funded through a variety of sources that can include federal, state, and local dollars. Funding an HMIS ensures that HUD and other program funders are able to gather the information from CoCs required for reporting on grants. In the case of HUD, this also includes reporting to Congress. The size of these grants are limited, however, especially compared to the cost of operating Empower Lancaster each year. Because PA-510 pays CaseWorthy for a specific number of active users in each contract period, the CoC will necessarily be limited in the number of End Users to whom it provides login credentials.

PA-510, via its two HMIS Administrators (the Director of Empower Lancaster and HMIS Lead), may refuse requests from not-for-profit organizations or local/state/federal agencies based upon the following criteria:

1. Legitimate need for access to Empower Lancaster: is the requested user a member of staff at an organization and project required by contract to use Empower Lancaster HMIS who requires access for data entry, reporting, or monitoring?
    a. *(If no,)* will the requested user actively contribute quality client data to the HMIS as part of a social service rendered in Lancaster County?
2. Capacity: does the Empower Lancaster HMIS have available user accounts under its present contract with its software vendor?
    a. *(If no,)* does the requested user's organization have End Users who are not actively using their licenses who can be set to inactive status?

If a requested End User does not have a legitimate need for access and/or the system does not have capacity when the request is made, users may have their request denied or delayed. Requests will be considered on a case-by-case basis. Appeals may be made to the HMIS Steering Committee, described in **Attachment A** to this manual. An Appeal Form is included in this manual as **Attachment I**. Appeal decisions can be expected within 60 days.

Additional considerations may be made based upon requesting users' and organizations' ability to pay for access to Empower Lancaster on a fee-for-service basis. Expected examples may include

1. Organizations in need of a low-cost client management system
2. Organizations with some CoC-funded projects who wish to also manage non-funded projects in a single database
3. Organizations with a monitoring, reporting, or technical assistance role that does not involve direct contribution of client data to Empower Lancaster.

Fee-for-service access to Empower Lancaster is described in **Attachment H** to this manual.

To the greatest extent possible, PA-510 will seek to make the Empower Lancaster system available to social

service providers in the county at no cost.

IX. Empower Lancaster

A. How Does This System Work?

The Empower Lancaster program is web-based and is administered through a central server overseen by CaseWorthy. No program is installed on a Participating Agency's computer. The central server stores all encrypted client level data and is able to create an aggregated pool of data for overall analysis.

B. How Is This System Funded?

O4C applied for and was awarded grants from HUD and local funders to purchase and administer an HMIS. An ongoing HUD grant is the primary means through which PA-510 funds its annual contract with Caseworthy for ongoing use of the database.

C. Why Did The O4C Choose CaseWorthy as the vendor for Empower Lancaster?

After an extensive search process, the O4C chose CaseWorthy as the HMIS that best serves the needs of the community and is approved by HUD. The O4C built Empower Lancaster with the goal of increased collaboration, enhanced service delivery, and comprehensive data collection and reporting for organizations in Lancaster city and county serving people experiencing homelessness. The vendor of the Empower Lancaster system provides software licensing, custom programming, interface design, project management, data conversion, training, and ongoing support.

D. What Is Empower Lancaster?

Empower Lancaster is a web-based program that provides client tracking, case management, service and referral management, bed availability for shelters, resource indexing and reporting.

E. What Do I Need To Run This Program?

End Users must have the following computer capabilities:

The ability to run the latest versions of either Google Chrome or Mozilla Firefox and internet connectivity. Empower Lancaster can also be accessed and used with a mobile device that has internet access. While Empower Lancaster does not have a required bandwidth to use the software, current 4G cellular reception is adequate for access.

Participating Agencies/End Users are responsible for all costs associated with Internet access. The Participating Agency is responsible for troubleshooting problems with their respective Internet Service Provider.

F. How Do I Know The HMIS Is Secure?

The Empower Lancaster database holds confidential and important information about clients experiencing homelessness in Lancaster. As such, security of the database and ensuring confidentiality is critical to the

process. There are three ways that the HMIS is secure.

1. Physical Security of the Database on the server
2. "Over the Wire" Security
3. Confidentiality of Records of selected/desired Information.

Physical security involves the protection and integrity of the actual servers managed by CaseWorthy.

The "Over the Wire" security is handled on the server with an ID and Password. If a user attempts to log into the system three times unsuccessfully, the account will be made inactive and will require an Administrator to reset the password. In addition, a time-out feature is employed, which means that after several minutes of non-use the account will be logged out of the system.

Empower Lancaster's SQL (Structured Query Language, a standard language for database creation and manipulation) server encrypts the data, which protects the data in the event that an unauthorized user intercepts it. The unauthorized user would find the data unusable.

G. How Do I Know That The HMIS Respects Client Confidentiality?

Empower Lancaster is a shared database. A client record consists of demographic data, disability information, residential and employment history, and other information related to a specific client. Service records consist of the needs or services that have been provided to a client. All client demographic information is set to "Shared" by default. End Users can set some service records (for example, case notes) to "Not Shared" when creating those records.

All End Users should keep as much information open as is legally possible, with the client's consent.

Access to Client Records

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

- Clients have the right to not answer any question, unless entry into a service program requires it;
- Identifying client information is stored in encrypted form at the central server;
- Client information transferred from one authorized location to another over the Internet is transmitted through a secure, encrypted connection.

If Participating Agencies receive direct requests from law enforcement officials for access to client records, Participating Agencies will be guided by the following code, regulations, and documents: 42 U.S.C. § 11360a; 24 C.F.R. § 578.7; 24 C.F.R. § 578.57; 24 C.F.R. § 578.103; 69 FR 45888, and Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice (2004). A summary of these regulations will be attached to this manual as an attachment (Attachment E: Homeless Management Information Systems Privacy Standards).

In general, Participating Agencies should seek to protect the confidentiality of clients' personal information while allowing for reasonable, responsible, and limited uses and disclosures of data within the law. Participating Agencies are encouraged to seek guidance from O4C staff in the event that they receive requests for clients' personal information and are unsure of how to respond.

H. Users/Licenses

Every user of Empower Lancaster is authenticated with a unique user ID and password. This provides a level of security and accountability for the database. Sharing user IDs or passwords is forbidden unless specifically authorized by the HMIS Lead or Director of Empower Lancaster. Sharing can lead to an abuse of the database and does not hold End Users to any level of accountability or responsibility. It is also a violation of the End User Policy and Code of Ethics (See Attachment F: HMIS End User Policy and Code of Ethics).

Users may have their login credentials deactivated due to long periods of inactivity.

The number of End Users and licenses available for use in the Empower Lancaster HMIS system is defined by the CoC's contract with CaseWorthy, its software vendor. This number may change year-to-year. For more information about limits placed upon the number of users and requests for additional users, see **IX.A. Participation Requests, Limits, and Denials**.

X. Procedures

The initial implementation of the HMIS system was July 1, 2002. Presently, a majority of the organizations in Lancaster County serving persons experiencing homelessness are utilizing the program. This includes Water Street Mission, which contributes data to the HMIS daily via an API (Application Programming Interface).

End Users must enter the minimal data requirements on every client that utilizes their services or facilities at the time the client enters the facility. Initial data (client demographics) must be completed within three days of the client's entrance into the facility or program. If the client is already in the system, the organization may add to the information contained in the system, if authorized by the client.

In cases where a client refuses authorization to have their information entered to Empower Lancaster, Participating Agencies will have the option of using a "Generic Client" that is specific to their program type (e.g., "Generic Outreach"). Agencies will seek to gain client authorization to the greatest extent possible but having a generic client in EL will allow for the entry and tracking of services for the purposes of reporting and billing. This is necessary because services in Empower Lancaster must be associated with a specific client. Participating Agencies who need to use the "Generic Client" will contact O4C to request that one be created for their program type should this situation arise.

A. Access Levels

End Users (workers in the field, those who are Empower Lancaster's intended users) must be aware of data's sensitivity and take appropriate measures to prevent unauthorized disclosure. End Users are responsible for protecting institutional information to which they have access and for reporting security violations. End Users must comply with the data security policy and standards as described in this document. They are accountable for their actions and for any actions undertaken with their usernames and passwords.

End User access and user access levels are determined by the Executive Director of the Participating Agency in consultation with HMIS Administration Staff (described on page 19). The System Administrator creates usernames and passwords within the administrative function of Empower Lancaster. The Participating Agency agrees to authorize use of Empower Lancaster HMIS only to End Users who need access to the system for case management, data entry, editing of client records, viewing of client records, report writing,

administration or other essential activity associated with carrying out Participating Agency responsibilities.

The Participating Agency must establish its own internal access to data protocols. These policies should include who has access, for what purpose, and how they can transmit this information. Issues to be addressed include storage, transmission, and disposal of these data.

B. Right to Suspend or Revoke User and Participating Agencies' Access

A Participating Agency's or an End User's access may be suspended or revoked for suspected or actual violation of the security protocols. The System Administrator will investigate all potential violations of any security protocols. Any End User found to be in violation of security protocols will be sanctioned by the HMIS Steering Committee. Sanctions may include but are not limited to a formal letter of reprimand, suspension of system privileges, revocation of system privileges, termination of employment and criminal prosecution. All sanctions can be appealed to the Empower Lancaster Steering Committee (see page 18 below for description of Empower Lancaster Steering Committee).

C. Passwords

The System Administrator must be notified immediately if a user leaves or is terminated from their current position. If a staff person is to go on leave for a period of longer than 45 days, their password should be inactivated within 5 business days of the start of their leave.

Discretionary Password Reset
Initially, each user will be given a password for one time use only. Any reset password will be automatically generated by Empower Lancaster and will be issued to the End Users by the System Administrator. Passwords are communicated in written or verbal form. Only the System Administrator can reset a password.

Forced Password Change
A Forced Password Change will occur every 90 days once a user account is issued. Passwords will expire and End Users will be prompted to enter a new password. End Users may not use the same password consecutively but may use the same password more than once.

Unsuccessful Logon
If a user unsuccessfully attempts to log on three times, the User will be "locked out", access permission revoked, and unable to gain access until their password is reset by the System Administrator.

D. End User Ethics

Any deliberate action that adversely affects any Participating Agency, End User or client is prohibited. End Users must not attempt to gain access to data or systems for which they are not authorized. End Users must not attempt to reverse-engineer commercial software.

Discriminatory comments based on race, color, religion, national origin, ancestry, disability, age, sex, and/or sexual orientation are not permitted in the Empower Lancaster system. Similarly, offensive language and profanity are not permitted in the Empower Lancaster system.

E. Agency-Level Implementation

This section offers a step-by-step guide for individual agencies that elect to participate in the HMIS.

Step 1: Empower Lancaster Demonstration- Staff members from the O4C will provide an on-site demonstration of the Empower Lancaster HMIS to all new or newly-contracted organizations that serve people experiencing homelessness.

Step 2: Agency Agreements – Each organization must review the HMIS Memorandum of Understanding (MOU) with the O4C (see Attachment B: HMIS Memorandum of Understanding). If the organization is willing to abide by the requirements in the MOU, the Board President or the Executive Director of the Participating Agency must sign the MOU with the O4C and return it to the HMIS Steering Committee.

Step 3: Access Level – Once the HMIS MOU is signed and submitted, the organization and a member of the O4C will determine the most appropriate access level for the End Users of the HMIS. Any organization funded by O4C must designate at least one (1) key staff person to hold Supervisor/Director permissions and take responsibility for monthly data quality and program indicator reporting.

Step 4: Introductory Training Sessions – For organizations that are new to the HMIS, a training session will be held either in-person or virtually to introduce End Users to the basic functions of Empower Lancaster. Further training modules will be available online to supplement this basic training. O4C staff will be available to answer questions or provide additional training.

Step 5: Ongoing Training Sessions – Additional training will be offered on an as-needed basis by the HMIS Lead. Training materials will be made available online to users in multiple forms, including documents and video recordings.

F. When Is Data To Be Collected?

Client information will be collected and entered into Empower Lancaster at several points in time:

- At Program Entry
- At Program Exit
- Annually (for clients enrolled at least 365 days)
- When client data changes (e.g., income, benefits, family structure, etc.)

At a minimum, data will need to be collected at entry and exit for all client enrollments.

Data on clients must be kept up to date. Data must be entered within three working days of the provision of service or acceptance into a homeless program.

By entering and updating the information on each client, organizations and funding sources are able to obtain an unduplicated, aggregate count of people experiencing homelessness, their needs, and their characteristics, which help in resource planning.

Staff from the O4C will review monthly the timely entry of data as well as the complete entry of universal data elements for each provider. Any provider that has not entered any data for two weeks or more will be contacted by the O4C to determine the cause of the delay in data entry. Technical assistance is available from the HMIS Support Staff to providers to prevent dormancy of use in the system.

G. HMIS Memorandum of Understanding

Once the Participating Agency has seen a preview of the system, they will be asked to review the HMIS MOU. Each organization that participates in the O4C's HMIS must sign the HMIS MOU before End User training can begin. The HMIS MOU is not negotiable.

H. HMIS End User Policy and Code of Ethics

For every End User that a Participating Agency adds to Empower Lancaster, a signed copy of the HMIS End User Policy and Code of Ethics must be submitted to the HMIS Administrator (Director of Empower Lancaster) before the End User is issued a username or password. End User agreements are signed, submitted, and saved electronically within the Empower Lancaster system. In addition, the HMIS Administrator will review the End Users of the Participating Agencies with the Participating Agencies' lead user and/or Executive Director on a quarterly basis. This lead user will likely be the same person who holds Supervisor/Director permissions and responsibility for monthly reporting.

I. Data Storage and Disposal

End Users who have been granted access to Empower Lancaster have the ability to download and save client level data onto their local computer. Once this information has been downloaded from the Empower Lancaster server in raw format to an agency computer, these data then become the responsibility of the agency. A Participating Agency must develop protocols regarding the handling of data downloaded from HMIS. In general, it is expected that Participating Agencies will not share or transmit clients' personally identifiable information to non-participating agencies or any organization, body, or individual outside of the PA-510 CoC. Furthermore, agencies will only keep local versions of HMIS data as long as is necessary, deleting those files once their purpose has been served.

J. Confidentiality and Informed Consent

All Participating Agencies agree to abide by all privacy protection standards and agree to uphold all standards of privacy as established by the O4C. PA-510 uses a number of different approaches to ensure that clients understand the information that will be entered into HMIS, what will happen to that information, and how that information is protected. **Privacy notices are posted at intake locations.** At intake, clients are read an oral explanation of HMIS data collection and uses. **Clients give permission to share information between Participating Agencies through verbal consent.** Consent status is saved and dated in Empower Lancaster and can be changed at any time at clients' request.

Informed consent: Written Privacy Notice. A written privacy notice describing the uses of client data in HMIS will be displayed at all intake locations. Copies will be made available for clients at their request. The PA-510 HMIS Privacy Notice is attached to this manual as Attachment E.

Oral Explanation. All clients will be provided with an oral explanation that their information will be entered into a computerized record keeping system. The Participating Agency will provide an oral explanation of Empower Lancaster HMIS and the terms of consent. The agency is responsible for ensuring that this procedure takes place prior to every client intake. The agency is required to arrange for a qualified interpreter or translator in the event that the individual is not literate in English or has difficulty understanding the consent form.

What Empower Lancaster is

A web-based information system that homeless service agencies in Lancaster use to capture information about the people they serve.

Why the agency uses it
To understand their clients' needs.
To help the programs in planning to have appropriate resources for the people they serve.
To inform public policy in an attempt to end homelessness.

Security
Only staff who work directly with clients or who have administrative responsibilities can look at, enter, or edit client records.

Privacy Protection
Clients have the right not to answer any question unless entry into a program requires it.
Clients' information is stored encrypted at the central server.

Benefits for clients
Case Manager tells client what services are offered on site or by referral through the assessment process.
Case Manager and client can use the information to assist clients in obtaining resources that will help them find and keep permanent housing.
Clients do not need to repeat their demographics and history to every provider.

Client data within HMIS is shared between Participating Agencies with client consent (see Attachment C). This sharing takes place within the HMIS system and facilitates effective service delivery.

The client may revoke sharing permission by contacting the Participating Agency that originally entered the client record. Requests to revoke sharing permission may also be posed to the Director of Empower Lancaster.

K. Public/Agency Use of Information

There will be occasions when aggregate data is requested from the Empower Lancaster HMIS. "Aggregate data" means quantitative information (e.g., number of clients, client demographics, exit information) that does not include any personally identifiable information (PII). The entities requesting Empower Lancaster data and the potential uses include but are not limited to:

- Nonprofit organizations that need data for grant applications and/or reporting
- Funders such as the O4C, City of Lancaster, United Way, or local foundations for information on unmet need.
- Media requests for publication.
- Data as required by HUD.
- Research requests (i.e., requests for HMIS data to support research into homeless services or homelessness and housing)

Anyone wishing to obtain aggregate information from the Empower Lancaster system may do so by submitting a request for data/report to O4C. A data request form will be included with this manual as Attachment K. Data request forms can be submitted to Deb Jones (djones@lchra.com) and Christopher Thomas (cthomas@lchra.com) and Sheldon Kepiro (skepiro@caplanc.org).

All HUD required client information is shared between all of the organizations in Empower Lancaster. It is

expected that Participating Agencies and End Users will keep client records private, even from other members of the same family or household, unless specific consent is given by the client.

L. Federal/State Confidentiality Regulations

The Participating Agency will uphold Federal and State Confidentiality regulations to protect client records and privacy. In addition, the Participating Agency will only release client records outside of Empower Lancaster with written consent by the client, unless otherwise provided for in the regulations.

M. Information Security Protocols

In order to protect the confidentiality of the data and to ensure its integrity at each site, all Participating Agencies must, at a minimum, develop rules, protocols, or procedures to address each of the following:

- Unattended workstations,
- Physical access to workstations,
- Client record disclosure, and
- Report generation, disclosure, and storage.
- Contracted worker access
- Agency's Notice of Privacy Practice

All Participating Agencies are required to submit these procedures to the HMIS Steering Committee for an annual review in January.

N. Data Security Breaches

In the event of a possible data security breach (defined here as: *The unauthorized access and acquisition of electronic data that materially compromises the security or confidentiality of personal information [O4C] reasonably believes has caused or will cause loss or injury to a client*), O4C will be responsible as the HMIS Lead Agency for taking measures to assess and rectify the situation. It will coordinate with affected organizations and CaseWorthy, work with law enforcement in the case of a criminal breach, notify affected clients, and ensure that no further security breaches take place.

O4C is responsible for monitoring Empower Lancaster's local data security and will take the following steps in the case of a suspected breach.

1. The Director of Empower Lancaster or Data & Compliance Analyst will validate the data breach and confirm that confidential information was released, and how.
2. O4C will determine the status of the breach and whether it is ongoing or not.
3. In the case of an ongoing or active breach, O4C will work with CaseWorthy to take EL offline until the situation can be resolved.
4. Organizations affected directly by the breach will be notified. Other organizations will be informed that the system is temporarily unavailable.
5. If criminal activity is suspected, O4C will notify law enforcement in consultation with Lancaster County Housing and Redevelopment Authority leadership.
6. In coordination with CaseWorthy, O4C will investigate the details of the security breach, including its time and location, responsible parties, the identities of affected clients, and the measures needed to prevent similar breaches from taking place again.
7. Affected clients will be notified by O4C of the specific information that was breached, and steps clients

can take to protect themselves.
8. A report detailing the breach and the steps taken to rectify it will be presented to the HMIS Steering Committee.

In the event that O4C is notified of a remote data breach on a system controlled by CaseWorthy outside of Lancaster County, O4C will take the following steps.

1. Organizations affected directly by the breach will be notified.
2. Affected clients will be notified by O4C of the specific information that was breached, and steps clients can take to protect themselves.
3. A report detailing the breach and the steps taken to rectify it will be presented to the HMIS Steering Committee

It is expected that all Participating Agencies will notify O4C immediately if there is reason to believe that client information from the HMIS has been accessed and/or downloaded by an unauthorized party or otherwise used in a way that it believes will cause loss or injury to a client.

XI. HMIS Administration

O4C is the Lead Agency for the HMIS in CoC PA-510 and, as such, O4C is responsible to:

- coordinate the Participating Agencies in their HMIS usage
- provide initial End User training
- oversee data quality
- assist with technical support
- present aggregate HMIS data/reports
- monitor End User access
- set up new Participating Agencies and End Users
- provide ongoing training and information about changes within Empower Lancaster
- See Responsibilities of the HMIS Lead Agency under PA-510 CoC HMIS Steering Committee Governance Charter (Attachment A)

O4C may use in-house staff or contract with an external service provider to satisfy these responsibilities.

Staffing

As the Lead Agency for Empower Lancaster, O4C employs two staff members to maintain and monitor the use of the system. These staff members are:

1. Director of Empower Lancaster
    a. Employed by Community Action Partnership
    b. Acts as liaison with CaseWorthy
    c. Responsible for programming and mapping in EL
    d. Sets up and edits projects/programs and reports
    e. Primarily responsible for troubleshooting the HMIS and responding to errors and glitches
    f. Maintains EL users, including creating new users and deleting old ones
2. Data & Compliance Analyst
    a. Employed by O4C
    b. Responsible for federal, state, and local reporting on CoC, ESG, CDBG, HAP funded projects
    c. Responsible for Joint Funding data collection and data quality plans

d. Backup troubleshooting for EL users

Empower Lancaster Steering Committee

The Lancaster County Homelessness Coalition Steering Committee serves the role of the HMIS Steering Committee. In this capacity, the LCHC Steering Committee advises all project activities. It advises and supports the O4C in consumer involvement, quality assurance and accountability. The Steering Committee meets bimonthly, or more frequently or ad hoc as required. The Steering Committee may delegate HMIS oversight tasks to a specific action team or subcommittee.

The Steering Committee reviews and, as necessary, updates this HMIS Policies and Procedures document, reviews the HMIS MOUs with Participating Agencies, reviews Participating Agencies' confidentiality and security procedures and reviews the data quality monitoring results.

XII. Attachments

Attachment A: Roles & Responsibilities

Responsibilities of the Lancaster County HMIS Steering Committee:

1. Recommend and approve a Homeless Management Information Services (HMIS) database system as needed.
2. Monitor the implementation and operation of the HMIS.
3. Assist the Lead Agency to ensure consistent, timely, quality data entry into the HMIS by all programs that serve people meeting HUD defined homelessness definition, review data quality monitoring plans and results.
4. Monitor the HMIS Lead Agency performance.
5. Annually review gaps or needs of the CoC regarding significant changes to HMIS.
6. Review, revise, and approve all policies and procedures that must be developed by the HMIS Lead Agency, including data quality, privacy, and security plans.
7. Review and approve all HMIS related policies and procedures.
8. Review Participating Agencies' MOUs.
9. Review the data security procedures of the Participating Agencies.
10. Review a quarterly audit of user access to client records.

Responsibilities of the HMIS Lead Agency:

1. Ensure the operation of and consistent participation by recipients of funds from the Emergency Solutions Grant Programs (ESG), Continuum of Care (CoC) Program, and any programs authorized by Title IV of the McKinney-Vento Act.
2. Selection of HMIS Vendor and software.
3. Overseeing the database build and implementation.
4. Ensure the HMIS is compliant with all HUD standards.
5. Ongoing monitoring to ensure that HMIS is functioning correctly.
6. Recommend needed changes to the HMIS system to ensure it meets federal and local data reporting needs and requirements.
7. Fulfill report submissions in a timely manner.
8. Develop HMIS privacy policies.
9. Respond to local HMIS data security breaches, and coordinate with CaseWorthy to respond to remote data security breaches.
10. Ensure compliance with federal information and standards as established by HUD.
11. Develop and ensure the implementation of privacy compliance standards.
12. Require HMIS vendor and software to comply with HMIS standards issued by HUD as part of its contract.
13. Develop and implement a CHO monitoring plan for each program type.

Responsibilities of the Participating Agency:

1. Comply with the U.S. Department of Urban Development's (HUD) HMIS regulations found in: Federal Register, Vol. 69, No. 146, Part II, Department of Housing and Urban Development, Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice; Notice, July 30, 2004 ("HUD HMIS 2004 Final Notice"); and U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Homeless Management Information System (HMIS), Data Standards, Revised Notice, March 2010 ("HUD HMIS 2010 Revised Notice").
2. Subsequent revisions of any of the above notices.
3. Comply with the HMIS Memorandum of Understanding.
4. Comply with the HMIS Policies and Procedures that are developed by the HMIS Lead Agency, including: data quality, privacy, and security plans.

5. Participate in the quality monitoring by implementing internal processes to reduce the number of client records containing null, “don’t know”, and “refused” values.
6. Ensure valid program entry and exit dates.
7. Ensure timely data entry as required by the Lancaster County CoC.
8. Comply with federal, state, and local laws that require privacy or confidentiality protections.

Attachment B: HMIS Memorandum of Understanding

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) has been created and entered into on _____ between:

[ORG. NAME]
[ADDRESS]

The Office for the Homelessness Coalition
Supported by the Redevelopment Authority of the County of Lancaster
28 Penn Square, Suite 200, Lancaster PA 17603

I. INTRODUCTION AND GOALS

The Office for the Homelessness Coalition (O4C) is the HMIS Lead for the data management of public homeless services in Lancaster County. In accordance with the US Department of Housing and Urban Development (HUD) data collection mandates, O4C implements and operates a Homeless Management Information System (HMIS) called Empower Lancaster by CaseWorthy, Inc. for client tracking throughout the Lancaster County Continuum of Care (CoC).

This MOU describes the responsibilities of [ORG. NAME] as a Participating Agency in the Lancaster County CoC's HMIS and expectations for the behavior of [ORG. NAME] and its users within the system. It likewise describes the responsibilities and expectations of O4C as the CoC's HMIS Lead Agency. This MOU shall not be legally binding but rather is an expression of intent and guide for a collaborative partnership.

Lancaster County's HMIS is an important tool for collecting client-level data on the characteristics and service needs of people experiencing homelessness. It is mandated by HUD to coordinate care, track effectiveness, and produce reports describing homeless services and client populations. Careful and effective use of HMIS benefits organizations, programs, and individuals needing services.

II. DESCRIPTION OF A SHARED VISION

We share a common goal to provide quality, personalized human and housing services for all individuals and families facing or experiencing homelessness that ensures homelessness is rare, brief, and non-recurring. Thorough, accurate, and ethical use of HMIS helps to support this goal.

III. GUIDING PRINCIPLES

Our collaboration is grounded in the following:

- O4C, as the HMIS Lead Agency, and [ORG. NAME], as a Participating Agency, share a responsibility for the effective use of Lancaster County's HMIS. This includes the behavior of individual users.
- Clients served have a right to privacy and confidentiality. Because personal information is entered to HMIS, O4C and [ORG. NAME] must work together to protect the security of client data.
- High quality data about Lancaster County's homeless service system is needed to demonstrate the need for homeless services and the effectiveness of those services.

IV. ROLES AND RESPONSIBILITIES

O4C and [ORG. NAME] mutually agree to the following:

- O4C will allow [ORG. NAME] to utilize Empower Lancaster (the system), an Internet-based HMIS for the purposes of client tracking and case management for HUD and non-HUD funded services provided through the agency.
- All Empower Lancaster users at [ORG. NAME] will complete the HMIS End User Policy and Code of Ethics before accessing the HMIS.
- O4C will cover the cost of [ORG. NAME]'s site license using its HMIS grants from HUD.
- O4C will directly contract with CaseWorthy, as a HUD-approved vendor, for the software services for the HMIS system.
- [ORG. NAME] may not contact CaseWorthy directly and/or request changes from CaseWorthy to the software. All contact and/or requests will be made through O4C or the O4C designated Empower Lancaster support person.
- [ORG. NAME] will comply with the O4C HMIS Policies and Procedures Manual and the O4C HMIS Data Quality Plan when using Empower Lancaster.
- [ORG. NAME] will designate, and inform the O4C in writing of, at least one (1) lead user that is responsible to monitor [ORG. NAME] users for adherence to the HMIS Policies and Procedures. This lead user will hold a Supervisor/Director role for reporting purposes, if needed. They will be expected to assist users at their organization with basic re-training needs should they arise, and to communicate other training needs to O4C.
- The director, chief executive, or a designated member of management from [ORG. NAME] will share the HMIS End User Policy and Code of Ethics agreement with all members of [ORG. NAME] staff that use Empower Lancaster and obtain their signatures for [ORG NAME's] own files.
- [ORG. NAME] will only share client data with other Participating Agencies authorized to receive such data. The data sharing guidelines are outlined in the O4C HMIS Policies and Procedures Manual. [ORG. NAME] shall be fully responsible for any unauthorized data use or sharing by its employees/users in connection with Empower Lancaster access or [ORG. NAME]'s relationship with O4C.
- Both O4C and the [ORG. NAME] will operate Empower Lancaster in accordance with HUD's most currently published HMIS Data and Technical Standards.
- O4C has the right to restrict/terminate HMIS access at any time if the O4C HMIS Policies and Procedures Manual is not followed or if [ORG. NAME] breaches any obligations set forth in this MOU.
- [ORG. NAME] agrees that it is responsible for the data that its users input into Empower Lancaster and for fixing any data mistakes associated with its users and/or programs. This includes missing client data, missing enrollment data, and missing assessment data.
- [ORG. NAME] agrees to only download and store data in the manner described by their Information Security Procedures, as described in the HMIS Policies and Procedures Manual. [ORG. NAME] agrees to dispose of documents that contain identifiable client level data by shredding paper records, deleting any client data from external drives or computer hard drives before disposal, and follow internal personnel security and privacy policies and protocols to ensure client privacy.
- [ORG. NAME] acknowledges that it may encounter confidential information about clients during the course of using Empower Lancaster. It agrees to abide by all applicable federal and state law governing the protection of such confidential information, including, but not limited to, the Health Information Portability and Accountability Act ("HIPAA").
- [ORG. NAME] will use encrypted email if transferring identifiable client data through [ORG. NAME] email servers. [ORG. NAME] personnel shall not be permitted to transmit any client data through personal email accounts. [ORG. NAME] may de-identify client data before transfer in lieu of encryption.
- [ORG. NAME] shall indemnify, defend, and hold O4C harmless from any claim, damage, liability, cost, fee, or demand suffered or incurred by O4C directly or indirectly arising from a breach of this MOU; the unauthorized release of client information; or the actions, omissions, willful misconduct, or negligence of [ORG. NAME] or any [ORG. NAME] personnel.

- O4C shall indemnify, defend, and hold [ORG. NAME] harmless from any claim, damage, liability, cost, fee, or demand suffered or incurred by [ORG. NAME] directly or indirectly arising from a breach of this MOU; the unauthorized release of client information; or the actions, omissions, willful misconduct, or negligence of O4C or any O4C personnel.
- This MOU shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

V. COMMUNICATION AND COORDINATION

Both entities agree to maintain open lines of communication in maintaining the terms of this MOU. This includes regular feedback from O4C to [ORG. NAME] and from [ORG. NAME] to O4C on organizational and programmatic needs, including retraining for end users.

VI. TERMS AND PROGRAM EVALUATION

This MOU will take effect upon signature and remain in place for two (2) years, with an annual review to update activities or add new areas of joint focus as opportunities arise.

VII. CANCELLATION

This Memorandum may be cancelled at any time by either party for any reason with written notice of the other party.

Signed By

BY:
Signature: _____
Name/Title: _____
Date: _____

BY: Office for the Homelessness Coalition (Redevelopment Authority of the County of Lancaster)
Signature: _____
Name/Title: _____
Date: _____

Attachment C: Client Consent To Share Information Within Empower Lancaster HMIS

This document is to be shared with clients at enrollment into the Empower Lancaster HMIS. Clients' verbal consent responses are collected electronically.

What is Empower Lancaster?

Empower Lancaster is an information system used by social and human service agencies to connect people and services in Lancaster County. These agencies also use Empower Lancaster to track how well our programs work. This is vital to get program funding, identify unfilled needs, and plan for new services.

How will Empower Lancaster help me?

The Empower Lancaster system will work with other agencies to find, coordinate, and evaluate the services that you need. By allowing social and human service agencies to share your information with other agencies using Empower Lancaster, you make it easier for social and human service agencies to better help you to get and keep the services that you need. This will also reduce the number of times you will be asked to give your personal information.

How will my information be kept safe?

Each person and agency that is authorized to see or enter information into Empower Lancaster has signed an agreement to maintain the security and confidentiality of your information (similar to HIPAA at your doctor's office). Any person or agency that is found to violate this agreement may lose their access rights and may face penalties including legal action.

By agreeing to share my information in HMIS, I know that:

- I consent to have information in Empower Lancaster about me and my household.
- My information will not be made public. It will only be used with strict confidentiality.
- I can ask for a list of all other agencies that use Empower Lancaster.
- I can request to view the personal information about me that is saved in Empower Lancaster and to correct it if it is wrong or incomplete.
- My information will be combined with other participants in reports for federal/state/county governments. My identity will not be revealed in these reports.
- Other agencies that use Empower Lancaster have signed agreements to protect my information in a secure and confidential way (as mandated by Federal and State laws).
- Giving this consent does not guarantee that I will get help. If I decide not to give my consent, it will not affect my opportunity to get help.

- This authorization does not expire
- I may take away this consent at any time by making a request of the person or organization that is serving me
- If I cancel my consent, it will not affect any information that has already been shared in Empower Lancaster.
- I can have a copy of this form.

Do I have your permission to share your household's information between my organization and the other organizations that use Empower Lancaster?

Select one:

☐ YES, I consent to have my information shared between organizations in Empower Lancaster

☐ NO, I do not consent to have my information shared between organizations in Empower Lancaster

Attachment D: Consentimiento del Cliente para Compartir Información Dentro del HMIS de Empower Lancaster

Este documento debe compartirse con los clientes al momento de su inscripción en el HMIS de Empower Lancaster. Las respuestas de consentimiento de los clientes se recopilan electrónicamente.

¿Qué es Empower Lancaster?

Empower Lancaster es un sistema de información utilizado por agencias de servicios sociales y humanos para conectar a las personas con servicios en el Condado de Lancaster. Estas agencias también utilizan Empower Lancaster para dar seguimiento a la eficacia de nuestros programas. Esto es fundamental para obtener financiamiento para los programas, identificar necesidades no cubiertas y planificar nuevos servicios.

¿Cómo me ayudará Empower Lancaster?

El sistema Empower Lancaster trabajará con otras agencias para encontrar, coordinar y evaluar los servicios que usted necesita. Al permitir que las agencias de servicios sociales y humanos compartan su información con otras agencias que utilizan Empower Lancaster, usted facilita que dichas agencias puedan ayudarle mejor a obtener y mantener los servicios que necesita. Esto también reducirá la cantidad de veces que se le solicitará proporcionar su información personal.

¿Cómo se mantendrá segura mi información?

Cada persona y agencia autorizada para ver o ingresar información en Empower Lancaster ha firmado un acuerdo para mantener la seguridad y confidencialidad de su información (similar a HIPAA en el consultorio de su médico). Cualquier persona o agencia que viole este acuerdo puede perder sus derechos de acceso y enfrentar sanciones, incluyendo acciones legales.

Al aceptar compartir mi información en HMIS, entiendo que:

• Doy mi consentimiento para que exista información sobre mí y cualquiera de mis dependientes que enumere en este formulario dentro de Empower Lancaster.

• Mi información no será hecha pública. Solo será utilizada bajo estricta confidencialidad.

• Puedo solicitar una lista de todas las demás agencias que utilizan Empower Lancaster.

• Puedo solicitar ver la información personal sobre mí que está almacenada en Empower Lancaster y corregirla si es incorrecta o está incompleta.

• Mi información será combinada con la de otros participantes en informes para gobiernos federales/estatales/del condado. Mi identidad no será revelada en dichos informes.

• Otras agencias que utilizan Empower Lancaster han firmado acuerdos para proteger mi información de manera segura y confidencial (según lo exigen las leyes federales y estatales).

• Al firmar este formulario, no se garantiza que recibiré ayuda. Si decido no firmar este formulario, esto no afectará mi oportunidad de recibir ayuda.

• Esta autorización no tiene fecha de vencimiento.

• Puedo retirar este consentimiento en cualquier momento haciendo una solicitud a la persona u organización que me esté brindando servicios.

• Si cancelo mi consentimiento, esto no afectará ninguna información que ya haya sido compartida en Empower Lancaster.

• Puedo obtener una copia de este formulario.

¿Tengo su permiso para compartir la información de su hogar entre mi organización y las otras organizaciones de servicios sociales que utilizan Empower Lancaster?

Seleccione una opción:

☐ SÍ, doy mi consentimiento para que mi información sea compartida entre organizaciones de servicios sociales en Empower Lancaster.

☐ NO, no doy mi consentimiento para que mi información sea compartida entre organizaciones de servicios sociales en Empower Lancaster

Attachment E: Empower Lancaster HMIS Privacy Notice

This organization collects information about people who use our services. When we meet with you, we will ask you for information about you and possibly your family. We will put the information you give us into a computer program called a Homeless Management Information System (or "HMIS"). Lancaster County's HMIS is called Empower Lancaster. We collect personal information directly from you for reasons that are explained in our Client Consent document. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve the services for people experiencing homelessness, and to better understand the needs of people experiencing homelessness. We only collect information needed to provide services. In order to provide or coordinate services, we share your information with other organizations that use HMIS. These organizations are required to have privacy policies in place in order to protect your personal information. You can refuse to answer any question at any time. You will never be denied help because you didn't answer a question, unless we need that answer to know if you are eligible for a service. You may request to view the personal information about you saved in Empower Lancaster and to make corrections if it is wrong or incomplete. The collection and use of all personal information is guided by strict rules of confidentiality. A copy of the **Client Consent To Share Within Empower Lancaster HMIS** document is available upon request for your review. Consent to share your information HMIS is given verbally and saved and dated electronically. Your consent to share can be withdrawn at any time.

This privacy notice may be amended at any time

Aviso de privacidad del HMIS de Empower Lancaster

Esta organización recopila información sobre las personas que utilizan nuestros servicios. Cuando nos reunamos con usted, le solicitaremos información sobre usted y, posiblemente, sobre su familia. Introduciremos la información que nos proporcione en un programa informático denominado Sistema de Gestión de Información sobre Personas sin Hogar (o "HMIS", por sus siglas en inglés). El HMIS del condado de Lancaster se llama Empower Lancaster. Recopilamos información personal directamente de usted por los motivos explicados en nuestro documento de Consentimiento del Cliente. Es posible que estemos obligados a recopilar cierta información personal por ley o por exigencia de las organizaciones que financian este programa. Otra información personal que recopilamos es importante para gestionar nuestros programas, mejorar los servicios destinados a las personas sin hogar y comprender mejor sus necesidades. Solo recopilamos la información necesaria para prestar servicios. Para proporcionar o coordinar servicios, compartimos su información con otras organizaciones que utilizan el HMIS. Estas organizaciones están obligadas a contar con políticas de privacidad para proteger su información personal. Usted puede negarse a responder cualquier pregunta en cualquier momento. Nunca se le negará ayuda por no responder a una pregunta, a menos que necesitemos esa respuesta para determinar si reúne los requisitos para un servicio. Puede solicitar ver la información personal sobre usted almacenada en Empower Lancaster y realizar correcciones si esta es incorrecta o está incompleta. La recopilación y el uso de toda la información personal se rigen por estrictas normas de confidencialidad. Puede solicitar una copia del documento "Consentimiento del cliente para compartir información dentro del HMIS de Empower Lancaster" para revisarlo. El consentimiento para compartir su información en el HMIS se otorga verbalmente y se registra electrónicamente con la fecha correspondiente. Puede retirar su consentimiento para compartir información en cualquier momento.

Este aviso de privacidad puede modificarse en cualquier momento.

Attachment F: List of Social Services Agencies Using Empower Lancaster

Organization
Anchor Lancaster
Blueprints Recovery
City of Lancaster
Clare House
Columbia Dream Center
Crossnet Ministries
CVCCS
ECHOS-ETown Community Housing & Outreach Services
Ephrata Area Social Services
Good Samaritan Services
Lancaster City Alliance
Lancaster County BHDS
Lancaster County Food Hub
Lancaster County Homelessness Coalition
Lancaster EMS
Lancaster General Health
Lebanon VA
Manheim Community Life Group
Moravian Center of Lancaster
Parents As Teachers
Real Life Community Services
RISE
Salvation Army
Solanco Neighborhood Ministries
Tenfold
The Factory Ministries
The Lodge Life Services
Union Community Care
United Way of Lancaster County
Utilities Assistance
Valley Youth House
Warwick Community HUB
Water Street Ministries
YMCA
YWCA

Attachment G: HMIS End User Policy and Code of Ethics

HMIS User Name (Please Print) _____

Title _____

Email Address _____

User Role to be Assigned _____

USER POLICY
Partner Agencies who use Office for the Lancaster County Homelessness Coalition (O4C) - Homeless Management Information System (HMIS) and each User within any Partner [Org. name] are bound by various restrictions regarding Protected Personal Information ("PPI").

The employee, contractor, or volunteer whose name appears above is the User.

It is a Client's decision about what level of PPI information is to be shared with any Partner Agencies.

The Client Consent Form for data sharing shall be signed, or documented verbal consent given, by the Client before any PPI is designated for sharing with any Partner Agencies. The User shall ensure that prior to obtaining Client's consent, the [Org. name]'s HMIS Notice of Privacy Practices was fully reviewed with Client in a manner that ensures that the Client fully understood the information.

USER PRINCIPLES
A User ID and Password gives you access to the Office for the Lancaster County Homelessness Coalition HMIS system. You must initial each item below to indicate your understanding and acceptance of the proper use of your ID and password. Failure to uphold the confidentiality standards set forth below is grounds for your immediate termination from HMIS.

_____ I understand that I have an obligation to maintain Client privacy and to protect and safeguard the confidentiality of the Client's PPI.

_____ PPI shall include, but not be limited to, the Client's name, address, telephone number, social security number, type of medical care provided, medical condition or diagnosis, veteran status, employment information, and any and all other information and data relating to the Client's programming in HMIS.

_____ My User ID and Password are for my use only and must not be shared with anyone, including my supervisor(s). I must take all reasonable means to keep my Password physically secure.

_____ I understand that the only individuals who can view information in the HMIS are authorized users who need the information for legitimate business purposes of this [Org. name] and the Clients to whom the information pertains.

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

_____ If I am logged into the HMIS and must leave the work area where the computer is located, I must secure

the computer before leaving the work area.

_____ Any hard copies of PPI printed from the HMIS must be kept in a secure file, and destroyed when no longer needed, in accordance with [Org. name]'s records retention policy. I will not leave hard copies of PPI in public view including, but not limited to, on desks, or on a photocopier, printer, or fax machine.

_____ I will not discuss PPI with anyone in a public area.

_____ I have reviewed the [Org. name]'s HMIS Notice of Privacy Practices and the HMIS Standard Operating Procedures, understand each of those documents, and agree to abide by them. If I notice or suspect a security breach, I must immediately notify the Executive Director of the [Org. name] and the HMIS System Administrator at the Office for the Lancaster County Homelessness Coalition.

HMIS END USER POLICY

Protected Personal Information (PPI) is information about a client: (1) whose identity is apparent from the information or can reasonably be ascertained from the information; or (2) whose identity can be learned, taking into account any methods reasonably likely to be used, by linking the information with other available information or by otherwise manipulating the information.

I understand that any violation of this Agreement may also be considered a violation of my employment relationship with this [Org. name], and could result in disciplinary action, up to and including, termination of my employment or affiliation with this [Org. name], as well as potential personal civil and criminal legal fines and penalties.

USER CODE OF ETHICS

A. Users must be prepared to answer Client questions regarding the HMIS.
B. Users must respect Client preferences with regard to the sharing of PPI within the HMIS. Users must accurately record Client's preferences by making the proper designations as to sharing of PPI and/or any restrictions on the sharing of PPI.
C. Users must allow Client to change his or her information sharing preferences at the Client's request (i.e., to revoke consent) (except if that policy is over-ridden by [Org. name] policy or if the information is required to be shared as a condition of a provider agreement).
D. The User has primary responsibility for information entered by the User. Information Users enter must be truthful, accurate and complete to the best of User's knowledge.
E. Users will not solicit from or enter information about Clients into the HMIS unless the information is required for a legitimate business purpose such as to provide services to the Client.
F. Users will not include profanity or offensive language in the HMIS; nor will Users use the HMIS database for any violation of any law, to defraud any entity or conduct any illegal activity.

PASSWORD PROCEDURES

By signing this Agreement, the User agrees to the following:
Passwords are the User's responsibility, and the User may not share passwords. They should be securely stored and inaccessible to other persons—including your supervisor(s). Passwords should never be stored or displayed in any publicly accessible location.

I understand and agree to comply with the above User Policy, User Principles, User Responsibilities, and Password Procedures.

_____

HMIS User Signature Date

_____

Supervisor Signature (authorizing User use of HMIS) Date

Attachment H: Homeless Management Information Systems Data Privacy Advisory Guidance

Homeless Management Information Systems

Federal Law: Homeless Management Information Systems Privacy Standards
Citation: 42 U.S.C. § 11360a; 24 C.F.R. § 578.7; 24 C.F.R. § 578.57; 24 C.F.R. § 578.103; 69 FR 45888
HMIS seeks to protect the confidentiality of personal information.

THE LAW

What does the law do?

Homeless Management Information Systems (HMIS) are community-based systems to collect counts of individuals and families experiencing homelessness. HMIS are required by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and are used in the administration of several programs administered by the Department of Housing and Urban Development (HUD). The baseline privacy and security standards for HMIS (HMIS Privacy and Security Standards) are currently set by the Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice published in 2004. The HMIS Privacy and Security Standards "seek to protect the confidentiality of personal information while allowing for reasonable, responsible, and limited uses and disclosures of data."

To whom does the law apply?

A Continuum of Care is responsible for designating an HMIS for its geographic area. Any homeless organization that "records, uses or processes protected personal information on homeless clients for an HMIS" is a covered homeless organization (CHO) and required to comply with the HMIS Privacy and Security Standards for HMIS administration.

SHARING OF IDENTIFIABLE DATA

How is "identifiable" information defined?

The HMIS Privacy and Security Standards define "Protected Personal Information" (PPI) as information maintained by or for a CHO about a living homeless individual that: "1) Identifies, either directly or indirectly, a specific individual; 2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or 3) can be linked with other available information to identify a specific individual."

Does this law allow identifiable data to be shared?

The HMIS Privacy and Security Standards permit four broad categories of PPI use or disclosure by CHOs: 1) service provision/coordination; 2) service payment/reimbursement; 3) administrative functions (e.g., audit, oversight); and 4) PPI de-identification. In addition to these four categories, a CHO can choose to use or disclose PPI for other specific uses or disclosures after "balancing the competing interests in a responsible and limited way." The other permissive uses and disclosure provisions are: 1) uses and disclosures required by law; 2) uses and disclosures in response to a serious threat to health or safety; 3) uses and disclosures about

victims of abuse, neglect or domestic violence; 4) uses and disclosures for academic research purposes; and 5) uses and disclosures for law enforcement purposes. All other uses and disclosures not specified in the HMIS Privacy and Security Standards require the consent of the individual.

Among who?

The HMIS Privacy and Security Standards do not specifically limit the entities or individuals that can receive PPI from HMIS. However, some of the disclosure exceptions do include some limitations. Disclosures to avert a serious health or safety threat must be made to someone reasonably able to prevent or lessen the threat. Disclosures about victims of abuse, neglect or domestic violence must be to an authorized government authority. Disclosures for academic research are limited to individuals or institutions with formal relationships with the CHO. Disclosures for law enforcement purposes are limited to law enforcement officials.

What are the prerequisites and conditions?

The HMIS Privacy and Security Standards contain general conditions for HMIS data collection and use, including a requirement for CHOs to have a privacy notice that describes the purpose for PPI collection and all uses and disclosures. Additionally, CHOs must have accountability procedures, including a process for handling questions or complaints, requirements for CHO staff to comply with the CHO privacy notice, and confidentiality agreements. The HMIS must also comply with specific security standards.

There are specific requirements for each of the permissive disclosure provisions. For example, uses and disclosures for academic research require a written research agreement, and uses and disclosures to avert a threat to health or safety must be consistent with legal and ethical standards and require a good faith belief the use or disclosure is necessary to prevent or lessen a serious and imminent threat.

SHARING OF DE-IDENTIFIED DATA

Does this law allow de-identified information to be shared?

The HMIS Privacy and Security Standards only protect PPI, which is identifiable by definition. There are no specific limitations on sharing de-identified information.

Does this law define de-identification or standards to render the data de-identified?

The HMIS Privacy and Security Standards do not specify a process to render PPI legally de-identified. The HMIS Privacy and Security Standards indicate that eight of the universal data elements are PPI (i.e., name, social security number, date of birth, zip code, program entry date, program exit date, unique personal identification number, program identification number). A 2006 HUD publication, Technical Guidelines for Unduplicating and De-identifying HMIS Client Records, proposed using the SHA-1 one-way hash message digest algorithm for de-identifying HMIS records.

DATA SHARING IMPLICATIONS FOR PUBLIC HEALTH

Does this law support data sharing to improve the health of communities?

Homelessness is a critical issue relating to community health. Accordingly, leveraging information about homeless individuals could help facilitate better public health interventions or efficient use of resources. The HMIS Privacy and Security Standards permit sharing data for a number of purposes that could promote community health, including disclosures required by law, disclosures to avert a threat to health or safety,

disclosures about victims of abuse, neglect, or domestic violence, and disclosures for academic research.

How does this law hinder data sharing to improve the health of communities?

The HMIS Privacy and Security Standards lack a provision permitting disclosures for public health purposes. The "required by law" disclosure provision needs specific legislative authority. The "threat to health or safety" disclosure provision requires a "serious and imminent" threat (a relatively high standard). The victim disclosure provision is tailored narrowly to issues relating abuse, neglect and domestic violence. The academic research provision is not suited for ongoing public health activities. Accordingly, it could be difficult to support an ongoing public health activity given these limited disclosure provisions.

Does this law establish prerequisites, conditions, or limitations for data sharing, not previously identified?

The HMIS Privacy and Security Standards provide "floor" protections that permit organizations and state and local governments to provide additional confidentiality protections.

What other terms apply to sharing this data?

The HMIS Privacy and Security Standards do not apply to a CHO if it is covered entity under the Health Insurance Portability and Accountability Act (HIPAA) if "a substantial portion of its PPI" is protected health information as defined by HIPAA. The HEARTH Act requires HUD to promulgate regulations for HMIS; however, final regulations have not been promulgated as of 2017. Until then, HUD instructs its grantees to follow the HMIS Privacy and Security Standards.

What remedies or solutions might be employed to support data sharing while complying with this law?

Homelessness is a significant social determinant of health with strong associations with many serious adverse health outcomes. Accordingly, there is a reasonable argument that homelessness poses a "serious and imminent threat to the health or safety" for homeless individuals. If an evidence-based intervention exists and requires the disclosure of HMIS data to lessen or prevent the threat to health or safety, then this provision could be used to support disclosure and use for the intervention.

What ethical considerations apply to the exercise of discretion to share data under this law?

Homeless individuals are vulnerable populations that might feel coerced to provide private information to receive needed services. The HMIS Privacy and Security Standards state that individual consent to collect, use, and disclose information (consistent with the posted privacy policy) can be inferred in many circumstances. Consequently, not all individuals may fully appreciate the extent of permitted data uses and disclosures or might suffer from mental illness that interfere with their capacity to provide informed consent. Homeless individuals are sometimes stigmatized, so inappropriate disclosure of HMIS data could result in social harms.

Additional information on HMIS Regulations and guidance can be found here.

SUPPORTERS

The Network for Public Health Law is a national initiative of the Robert Wood Johnson Foundation.

Robert Wood Johnson Foundation

This document was developed by Cason Schmit, Research Assistant Professor, Texas A&M University and reviewed by Jennifer Bernstein, Deputy Director, Mid-States Region of The Network for Public Health Law. The Network for Public Health Law provides information and technical assistance on issues related to public health. The legal information and assistance provided in this document does not constitute legal advice or legal representation. For legal advice, please consult specific legal counsel.

October, 2018

Attachment I: Fee-for-Service Access to the Empower Lancaster HMIS

Empower Lancaster is the local name for PA-510's Homeless Management Information System. However, in addition, it is a simple and easy-to-use piece of case management software that can be accessed from any device with an internet connection and a web browser. Social service agencies in Lancaster County who are not required by contract to use Empower Lancaster are still encouraged to apply to use the system on a fee-for-service basis.

The cost per year per user of Empower Lancaster changes based upon PA-510's contract with its software vendor, Caseworthy. As a result, the fee for service is subject to change. A price schedule can be obtained from Christopher Thomas (cthomas@lchra.com) or Sheldon Kepiro (skepiro@caplanc.org).

Special requests—for example, the creation of custom reports, data entry assistance, or consultation services—can be negotiated on a per-request basis and are described in the Empower Lancaster price schedule.

Attachment J: Empower Lancaster HMIS Access Denial Appeals Form

Name of denied user (Please Print) _____

Title _____

Email Address _____

Phone Number _____

Organization _____

Program affiliation, if applicable _____

Reason for denial

- ○ No legitimate purpose for access
- ○ No available user licenses
- ○ Other (please specify)

_____

Reason for appeal

(In the space provided, please explain why this user should be granted access despite denial)

_____

_____

_____

_____

_____

_____

Please email completed form to Deb Jones (djones@lchra.com) and CC Christopher Thomas (cthomas@lchra.com) and Sheldon Kepiro (skepiro@caplanc.org). A final decision will be made within 60 days of submission and communicated via email.

Attachment K: Empower Lancaster HMIS Data Request Form

Date of request _____ Preferred completion date _____

Name of requestor (Please Print) _____

Title or role _____

Email Address _____

Phone Number _____

Organization or affiliation _____

Please briefly describe the project or goal that this request is meant to support:
_____
_____
_____

Type of Data (Please check all that apply)
☐ Demographics (Race, Gender, Age)
☐ Outcomes (Examples: Increased income, gained non-cash benefits)
☐ Exit Destinations
☐ Length of stay in programs
☐ Client level, program level, program type, system wide, and aggregate reporting
☐ Veterans, youth, special populations (HIV/AIDS, substance abuse, mental health issues, physical disability, domestic violence, etc.)
☐ Point-in-Time Data
☐ Other (please describe below)
_____
_____

Begin date for requested data: _____ End date for requested data: _____

Description: Enter a short description of exactly what information you want the report to capture.
_____
_____
_____
_____

Report Audience: Who is this report being prepared for? Please specify if this report is for Staff, Agency, Board, Funder, Government, Media, Research, General Public, or any other user?
_____
_____

Please email completed form to Deb Jones (djones@lchra.com) and CC Christopher Thomas (cthomas@lchra.com) and Sheldon Kepiro (skepiro@caplanc.org). Include any supplemental materials that may help to describe and clarify the data request. Thank you.