

Eric Samuels
President/CEO
Texas Homeless Network

Jesús DeLeón-Serratos HMIS Program Manager Texas Homeless Network

TO:

FROM: Jesús DeLeón-Serratos

SUBJECT: HMIS Partnership Application

Thank you for partnering with the **Texas Balance of State (BoS) HMIS** Project.

This application is designed to help **THN** understand better the overall technical capabilities currently available within the **BoS** network of homeless agencies and providers. This information will be used to ensure the **BoS HMIS** is planned, developed, implemented and operated by the **Continuum of Care** (**CoC**) to achieve the goals of effectiveness, efficiency, economy, portability, quality and financial integrity.

The questions assess program-level needs for <u>computer equipment</u>, <u>staff skills training</u>, <u>Internet connectivity</u>, and <u>information processing</u>. Please take the opportunity to provide written comments that may help focus the <u>system selection</u>, <u>configuration</u> and implementation process on areas that may be of concern to you.

See the enclosed <u>Fact Sheet</u> on the BoS HMIS (pages) for more information on the definition of an **HMIS**, **HUD**'s and other federal partners [*U.S. Department of Health and Human Services* (**HHS**), and *U.S. Department of Veterans Affairs* (**VA**)] requirements, and the **BoS HMIS** program.

The requested information is critical to our ability to implement **BoS HMIS** in a manner consistent with HUD's mandate.

Please return the completed application and enclosed material via fax, mail or e-mail to:

Texas Homeless NetworkAustin, TX 78704Attn: BoS HMIS ProgramFax: (512) 478-90771713 Fortview RoadEmail: hmis@thn.org



I. ORGANIZATION INFORMATION

Legal Name o	of Organization:								
Organization	Organization Address: (street, city, state & zip)								
Organization	Phone:	Organization Fax:		Organi	zation EIN Number:				
Organization	Executive Dire	ctor / President / CEC	D:	Execut	ive Director's E-mai	l:			
II. ORGAN	NIZATION / I	HMIS CONTACT I	NFORM	IATION					
Contact Name	e:		Contact	Title:					
Contact Phon	e: Contact	Fax: Contact E-Mail:							
Address to Se	end Correspond	ence to: (street, city,	state & zi	p)					
		es/projects your C, ESG, SSVF, RHY	_		=		whether		
Number		Name of Site:			Check Below if site/project receives HUD McKinney-Vento Funding	Total # of Beds	# of HUD funded beds		
1									
2									
3									
4									
5									
6									

THN HMIS Rev. May, 2016

Texas Balance of State Continuum of Care HMIS Partnership Application



For the BoS HMIS

IV. ORGANIZATION TECHNICAL INFORMATION

1.	What is the total number of	computers for you	ur organization? (Check one)
⊥.	What is the total number of	computers for you	ui vigamizativni (CHECK OHE

None	6 - 10		12 - 50	
1 - 5	11 – 20	;	> 50	

2. Overall, what is the age of the computing system for your organization?

New	Between 2 – 4 years
Less than 2 years old	Older than 4 years

3. Does your organization have access to: (Check all the apply)

	A network to connect computers within
Internet for e-mail	your immediate vicinity (e.g., same
	building; LAN: Local Area Network)
Internet for data search and/or file transfer	A network to connect computers across multiple sites within your site/agency e.g. WAN: Wide Area Network)

4. The staff at your organization use personal computers for (Check all that apply):

Word Processing	Spreadsheet Analysis
E-mail	Database use (e.g., maintaining records of services, referrals, etc.)
Don't Know	

6. Are computers used at your site to upload/download data to/from government or funding agencies?							
☐Yes ☐No ☐Don't know							
6. What keeps you from acquiring, or making better use of computer or networking technology? (Check one for each line)							
	Major Barrier	Minor Barrier	Don't Know				
Belief that technology is not useful							
Hardware and software costs							

	Barrier	Barrier	Know
Belief that technology is not useful			
Hardware and software costs			
Difficulty in getting started			
No qualified personnel to do it			
Training			
Other (please specify)			



7. Does your organization make use of database packages? (Check one)						
\square Yes (If Yes, please answer the following question.) \square No						
8. What database package(s) does you name of software product, if known.)	r organization use? (Check all that apply and specify					
□Access	□ SQL Server					
□Paradox	□ Fox Pro					
□Oracle	□FileMaker					
Other (please specify)						
9. Does your organization use client-rela	ated software application to record data on each client?					
☐Yes ☐ No (If no, skip t	to section V.)					
10. List the name and description of all your organization? Is the software a pack	client-related software application currently in use at					
<u> </u>						
11. How often is client data entered into one)	client-related application at your organization? (check					
☐ Daily	☐ Weekly					
☐ Monthly	☐ Quarterly					
Other (please specify)						
12. If you organization already collects of preferred option? (Check one)	data using a software application, please specify your					
☐ Site is new to HMIS	Site will maintain the current system and periodically upload data to HMIS					
Site new HMIS but hopes to transfer existing data	Other: (provide details)					

THN HMIS Rev. May, 2016



V. STAFF

1. Approximately how long has you productivity tools (e.g., word proc		_		han <u>personal</u>			
☐ 1 - 2 years ☐ 6	☐ 1 – 2 years ☐ 6 – 10 years						
□ 3 – 5 years □ >	\square 3 – 5 years \square > 10 years						
2. <u>How many individuals in your site operate computers</u> as part of their job?							
Case Workers Intake Workers Counselors Administrators Health Workers Other (please specify)							
3. What percentage of the staff work	ng at your site	(Indicate ea	ch percentage)				
Need basic computer or systems training? Are comfortable with computers? Do not require training? Are experts? 4. By participating in the HMIS, which of the following factors do you feel your organization will benefit from? (Check one for each line)							
	Major Contributor	Minor Contributor	Don't Know				
Joint implementation planning							
Training on the specifics of the process							
Access to funds for technology							
Concerns regarding confidentiality							
Privacy protection and data sharing							
Other (please specify)							

6

Texas Balance of State Continuum of Care HMIS Partnership Application For the Bos HMIS



VI. PROCEDURES

1. Please indicate what related data collection	-	ocedures your site currently uses regarding clied and use.
Client consent for data of	collection	☐ Secondary assessment process
☐ Interagency data sharin	g agreement	☐ Collection of client identifiable information
☐ Formal /documented in	take process	☐ Collection aggregate data only
☐ Other (please specify)		1
VII. MANDATED SYST 1. Please provide the formula is mandated to understand the state of the sta	ollowing informa	tion for any database systems <u>your</u>
System Name		
Funding Source		
Web based?	□Yes	□No
System Name		
Funding Source		
Web based?	□Yes	□No
System Name Funding Source		
Web based?	□Yes	□No
System Name Funding Source		
Web based?	□Yes	□No



SITE SURVEY

VIII. GENERAL

Please fill out a separate survey	for each site/pro	oject of you	r organization listed on pa	ige 1.
1. Site Information				
Name:		Title		
Address				
Contact Person				
Contact Phone	Contact Fax		Contact E-mail	
O Towns of Cites (Charles III all	act America)			
2. Type of Site: (Check all the				
☐ Emergency Shelter for Individ	luals	Emerger	ncy Shelter for Families	
☐ Transitional Housing for Indiv	<i>r</i> iduals	☐ Transitional Housing for Families		
☐ Permanent Housing for Indivi	duals	☐ Permanent Housing for Families		
☐ Safe Haven/Drop-In		Outreac	h	
3. Approximately how man	y clients does yo	our site ser	ve?	
Per Month (Check One)		Per Night (C	Check One)	
□ 1 - 20		□ 1 - 20		
□ 21 - 50		□ 21 - 50		
☐ 51 - 100	□ 51 - 100			
□ 101 - 500		□ 101 - 50	0	
□ > 500				



IX. COMMENTS

Hea	these lines to write any additional comments:	
USC	these files to write any additional comments.	
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_		
_		
_	-	
_		
	THANK YOU	
	THN HMIS Rev. May, 2016	

Texas Balance of State Continuum of Care Agency Partner Agreement For the Bos HMIS TEXAS HOMELESS NETWORK

[Type Your Organization's Name Here] Texas Homeless Network
Covered Homeless Organization (CHO) HMIS Lead Agency

The Texas Balance of State (BoS) Homeless Management Information System (HMIS) is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans, records the use of housing, and services which communities can use to determine the utilization of services of participating agencies, identify gaps in the local service continuum and develop outcome measurements.

This Agreement outlines the duties and responsibilities for the Covered Homeless Organization (CHO) as the applicant and the Texas Homeless Network (THN) as the HMIS Lead Agency designated by the Texas Balance of State (BoS) Continuum of Care (CoC). In this Agreement, Client refers to the consumer of services whose information is recorded in HMIS.

I. CONFIDENTIALITY

- A. The CHO will uphold relevant federal and state confidentiality regulations and laws that pertain to protect personal information.
 - 1. The CHO will read, understand and comply with the HMIS Privacy Policy and the HMIS Data Sharing Policy.
 - 2. The CHO will abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information <u>is not</u> sufficient for this purpose. The CHO understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients

THN HMIS Rev. May, 2016	THN	HMIS	Rev.	May,	2016
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Texas Balance of State Continuum of Care Agency Partner Agreement



- 3. The Agency shall abide specifically, when applicable, with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and corresponding regulations passed by the Federal Department of Health and Human Services.
- 4. The CHO <u>will not</u> solicit or input information from Clients into the HMIS unless it is essential to provide services, to develop reports and provide data, or to conduct evaluation or research. Furthermore,
 - a The CHO must provide its Clients a <u>verbal explanation</u> of the HMIS and the terms of consent, and must arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
 - b The CHO must post a visible HMIS Consumer Notice and HMIS Privacy Policy in the reception area and at each intake station.
 - c The CHO will maintain appropriate documentation of Client consent to participate in the HMIS database, as required by the BoS HMIS Policies and Procedures.
 - d The Client may sign a release of information (ROI) form stored on location. Ask for the ROI template to see what modifications should be made to your internal ROI.
 - e The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.
 - f The Client may give oral permission to CHO personnel with written documentation of consent by witness.
 - g If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is made unavailable to all other Partner Agencies.
 - h THN does not require or imply that services must be contingent upon Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation, provided the Clients would otherwise be eligible for the services.
- 5. The CHO is responsible for ensuring that its users comply with the requirement for informed consent and client confidentiality.
- 6. The CHO will ensure that <u>all staff and volunteers</u> issued a User ID and password for HMIS will comply with the following:

Texas Balance of State Continuum of Care Agency Partner Agreement

r Agreement
For the Bos HMIS

TEXAS HOMELESS NETWORK

- a Read and abide by this Partnership Agreement.
- b Read and abide by the BoS HMIS Policies and Procedures.
- c Read and sign the BoS HMIS User Agreement form.
- d Participate in new user privacy and security training or on-going security training on an annual basis.
- e Participate in additional trainings as required by the BoS HMIS Policies and Procedures.
- f Create a unique User ID and password, and will not share or reveal that information to anyone by written or verbal means.
- 7. The CHO understands the file server, which contains all Client information; including encrypted identifying Client information will be located off-site.
- 8. The CHO will not be denied access to Client data entered by their staff. The CHO will be bound by restrictions on data use made by the Client and diligently record in the system any such restrictions.
- 9. If this Agreement is terminated, THN and remaining CHOs will maintain their right to the use of all Client data previously entered by the CHO, subject to any restrictions requested by the Client.
- 10. The CHO may utilize their own Client ROI as long as it honors the standards dictated by the BoS. Once the Client signs the document, the CHO has consent to share the data in HMIS. Ask for the THN HMIS Client ROI template for reference.
- 11. The ROI will remain in effect until the Client withdraws consent, at which point the CHO is responsible for ensuring the Client's data entered thereafter is restricted to the organization.
- 12. The CHO must keep signed copies of the ROI for a period of, at least, 3 (three) years.

II. HMIS USE AND DATA ENTRY

A. The CHO is responsible to monitor and enforce compliance with the HMIS User Policy Agreement. Modifications to the document will be established in consultation with CHOs and may be modified as needed for the purpose of the smooth and efficient operation of HMIS.

THN	HMIS	Rev.	Mav.	2016
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Texas Balance of State Continuum of Care Agency Partner Agreement



- 1. Only clients under the CHO's immediate jurisdiction will be enter in HMIS. Never misrepresent the Client data in the HMIS by deliberately entering false or misleading information.
- 2. Any Client information entered in HMIS will be used exclusively to assist in providing adequate and appropriate services, and according to the client's requested and that of the participating CHO.
- B. Client data should be enter into HMIS on a consistent basis. CHO will strive for real-time data entry or immediate after encounter with Client. Refer to the HMIS Data Quality Plan for established <u>timeliness</u> guidelines.
- C. At all times, the CHO must comply and enforce the current HMIS Data Quality Plan.
- D. Any attempt to alter or delete accurate data entered in HMIS by another CHO is prohibited and will not be tolerated.
- E. Profanity or offensive language should not be included in any HMIS form, note or comment.
- F. HMIS must be used for the business purposes only.
- G. THN will provide the initial training for all authorized users; refresher trainings may be provided at the request of the in-house HMIS Administrator or mandated by THN to assure compliance with the HMIS Data Quality Plan.
- H. The THN HMIS Support Center will be available for technical assistance within reason (i.e. troubleshooting and report generation).
- I. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- J. The CHO will not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- K. An annual subscription fee must be paid along with the cost any additional user license fees the CHO incurs. If eligible under THN's terms and conditions, the CHO may submit a written request for exemption subject to approval by the HMIS Committee and contingent on funding availability..

THN	HMIS	Rev.	Mav.	2016

III. REPORTS

- A. The CHO will have access to all personal identifiable and aggregate data on Client's served.
- B. THN may access personal identifiable and aggregate data on the Clients served by CoC grant-funded projects for purposes related to monitoring, reporting and data analysis.
- C. Data can be available to other entities partnering with CHO for purposes related to funding, planning and provision of homeless services, or to fulfill contractual reporting requirements, and only if the CHO and Client consent.
- D. THN may use aggregate data for policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of utilization in the state.
- E. In order to verify data quality, annual on-site audits may be requested at the discretion of every entity involved in this Agreement; the CHO must provide full access to Client's records during such proceedings.

IV. PROPRIETARY RIGHTS

- A. The CHO will not give or share assigned usernames and passwords of the HMIS with any other Agency, business or individual.
- B. The CHO gill not cause in any manner, or way, corruption of the HMIS.

V. TERMS AND CONDITIONS

- A. Neither THN nor the Agency will transfer or assign any rights or obligations without the written consent of the other party.
- B. This Agreement will remain active until revoked in writing by either party provided funding is available.
- C. This Agreement may be terminated with 30 days written notice.

Texas Balance of State Continuum of Care Agency Partner Agreement For the Bos HMIS TEXAS HOMELESS NETWORK

VI. SHARING INFORMATION

same system. This decision is dependent o	share information with other agencies using the on CHOs restrictions and in accordance with the s. Please indicate your data-sharing preference:
\square I plan to share my HMIS data only with	other participating CHOs in my CoC.
\square I plan to restrict my data internally in a sharing.	accordance with my agency's restriction on data
	y indicates agreement with the terms set forth d for the Agency. Failure of any or all users to ation of access to the HMIS database.
Agency Director PRINT	Agency Director SIGNATURE
Agency Name	Agency Phone Number
Street Address	
City, State Zip Code	
Mailing Address (leave blank if same as	above)
City / State / Zip Code	

THN HMIS Rev. May, 2016

Texas Balance of State Continuum of Care Local HMIS Administrator Agreement For the Bos HMIS



	Balance of State TX-607
Agency Name	Continuum of Care Name

Each Partner Agency will designate a Local HMIS Administrator. This person should be a current HMIS User and knowledgeable of all day-to-day case management operations and procedures. In addition to his or her role as Agency Administrator, this person may have other assigned roles, such as case manager, office manager, service coordinator or program director.

The Agency Administrator is the primary contact for all communication regarding the HMIS at this agency. This person will be responsible for:

- <u>Providing a point-of-communication</u> between the end users and the THN HMIS Data Center regarding all HMIS-related issues.
- <u>Maintaining a reliable Internet connection</u> for the HMIS and general communication with other technical professionals.
- <u>Disseminating information</u> regarding HMIS updates and providing the requisite training to agency users.
- Providing support on agency reports generated in HMIS.
- Managing user licenses purchased by the Agency.
- <u>Monitoring compliance</u> with standards of client confidentiality and ethical data collection, entry, and retrieval.

Also, the Local HMIS Administrator is responsible for the following tasks at the designated periodicity.

- **IMONTHLY** Send UDQ report for previous month to HMIS Data Center no later than the 5th day of the current month.
- **IMONTHLY**] Participate in a HMIS Administrators call.
- **<u>[QUARTERLY]</u>** Produce and sent to HMIS Data Center the Data Quality Certification.

Local HMIS Administrator (Name)	Date
Local HMIS Administrator (Signature)	Executive Director (Signature)
Local limio / tallilliotiator (orginataro)	Excount of Biroctor (orginaturo)

Texas Homeless Network

			Requested	#	Number of	
Form	ClientTrack License	s	TX HM	IIS User I	_icenses	Reques
Agency Name						
Authorized Signature	Title	Date	_			
Print Name	Phone	Fax	_			
E-mail	Mailing A	Address				
Please type or print the information	ion below for each user:			Acces	s Level	
				Data Enti	ry Staff	
				Case Ma	nager	
				Agency A	dministrator	
			_			

^{*}Please make sure to include your name to the list if you wish to receive a license.

Texas Balance of State Continuum of Care HMIS User Agreement For the BoS HMIS TEXAS HOMELESS NETWORK

Name:	Email:	
Organization:	Workgroup(s):	

The Texas BoS CoC's Homeless Management Information System (HMIS) of choice is ClientTrack. ClientTrack (trademarked and copyrighted by Eccovia Solutions) is a client information system design to store longitudinal person-level information about the men, women and children who access homeless and other human services in a community.

HMIS is used to configure, facilitate, and protect data integrity and sharing among Contributory HMIS Organizations (Partner Agencies) for the purpose of coordinated service delivery and reporting in the CoC region. Texas Homeless Network (THN) is the HMIS Lead Agency as defined by HUD.

The purpose of this License Agreement is to ensure proper use of HMIS licenses issued to the Partner Agencies users (HMIS User). The steps required for acquiring, maintaining and terminating HMIS licenses are listed below.

GET A NEW HMIS USER LICENSE

HMIS licenses are available only to participating Partner Agencies who sign and abide by the HMIS Agency Participation Agreement. Each prospective user and direct supervisor must sign and submit the HMIS User Agreement (this document) to the HMIS Data Center. A user license will only be issued upon successful completion of the initial HMIS user training and receipt of signed documentation.

User ID and temporary password will be sent by email to the new user or supervisor within three workdays of completed training. The user shall log into ClientTrack HMIS using the temporary password and change it according to provided instructions. Any issues with login, User ID, password, etc. must be reported immediately to the HMIS Data Center via email or phone.

KEEP YOUR CURRENT HMIS USER LICENSE

Users not participating into HMIS for more than 45 days will be locked out due to non-activity. THN requires a fee to reactivate a locked out account; the fee must be paid with the company check and sent to THN office. Certain user licenses may be exempt from this rule if previously approved by THN.

Passwords must be changed annually, but HMIS Data Center recommends users change them every 90 days. If a user forgets the password, user should use proper channels to re-set the password. Hint: it's part of the HMIS Training.

Texas Balance of State Continuum of Care HMIS User Agreement For the Bos HMIS TEXAS HOMELESS NETWORK

TERMINATE A HMIS USER LICENSE

THN HMIS Data Center staff must be notified by user's supervisor when an HMIS user leaves the agency or transfers positions and will no longer access HMIS. This notification must be made within 24 hours by email, or phone. THN HMIS Data Center staff may terminate a user license for a number of reasons, including: fraud, misuse, negligence, license sharing, inactivity, client duplication, etc. HMIS User's supervisor will be notified of any license terminations. An HMIS User license may be reactivated in some cases, provided that the user's supervisor is informed, gives assurances about future usage and the User gets a new training.

HMIS USER RESPONSIBILITY

Your User ID and Password give you access to THN HMIS. <u>Initial each item below to indicate your understanding and acceptance of the proper use of your HMIS Credentials</u>. Failure to uphold the standards of the THN HMIS is grounds for immediate termination from the THN HMIS and may result in personnel action.

P. C.
I have read and understand the THN HMIS Policies and Standard Operating Procedures (or have been trained on them) and will abide by the protocols set forth in that document.
I have read and understand the THN HMIS Data Quality Plan (or have been trained on it) and will abide by the protocols set forth in that document.
My User ID and Password are for my use only and must not be shared with anyone including my Local HMIS Admin and Executives.
I understand that the only individuals who are allowed to view information in the HMIS system are authorized users and the Clients to whom the information pertains.
I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
Failure to log off the THN HMIS appropriately may result in a breach in client confidentiality and system security. Therefore, I will log off of the THN HMIS each time I use it.
Hard copies of HMIS information, if needed, must be kept in a secure file.
If hard copies of HMIS information are no longer needed, they must be properly destroyed.
If I notice or suspect a security breach or abuse of client confidentiality, I will immediately notify my Local HMIS Administrator or THN HMIS Data Center staff.

Texas Balance of State Continuum of Care HMIS User Agreement For the BoS HMIS TEXAS HOMELESS NETWORK



I will maintain a high standard of profess	ional conduct when accessing minis.
I understand that in accordance with the Quality Plan:	Agency Partnership Application and the HMIS Data
 HMIS User is responsible for creating and maintaining client records in HMIS, including enrollments, assessments, services, housing check-ins, etc. HMIS User will not misrepresent client records and other transactions in HMIS by knowingly entering inaccurate information (e.g., user will not purposely enter inaccurate information on a new record or to override the information entered by another agency). 	
 respect, fairness and good faith. Discriminatory comments based on rac disability, age, sex and/or sexual orient Partner agency users will not use HMIS government; an individual entity; or to 	with intent to defraud the federal, state, or local conduct any other illegal activity. any personal client information without written
By signing the HMIS User Agreement, you agree	ee to comply with the above terms and conditions.
HMIS User (Signature)	Date
Local HMIS Administrator (Name)	Local HMIS Administrator (Signature)
DO NOT WIDE IN THE CECTION EO	
DO NOT WRITE IN THIS SECTION. FO	R THN HMIS DATA CENTER STAFF ONLY
Date of Training:	Training Method:
Trainer:	HMIS Access:

Texas Balance of State Continuum of Care **HMIS User Agreement**



	Balance of State TX-607
Agency Name	Continuum of Care Name

Each week THN HMIS Data Center will generate and distribute via email a Duplicated Clients Report, which identifies likely instances of duplicated client records. In the event a Partner Agency duplicated a client record, THN HMIS Data Center staff will notify your Local HMIS Administrator in order to seek authorization to perform one of the following actions:

- A. Delete the duplicated record: If duplicated record does not contain unique program-specific information (et al. enrollments or services received), THN HMIS Data Center may delete the duplicated record.
- B. Merge the duplicated record: If duplicated record does contain unique program-specific information, THN HMIS Data Center may merge the records and retain the original client identification number.
- C. Ignore the duplicated record: In cases in which client consent is not obtained, duplication is permissible. THN HMIS Data Center may ignore the duplicated record in future Duplicated Clients Reports.

If your Local HMIS Administrator does not provide authorization to address client duplication following the third notification, THN HMIS Data Center may perform one of the actions outlined above to address the duplication.

In order for THN to delete or merge a duplicated record without the Local HMIS Administrator's authorization, the duplicated record and original record must 1) have been created by the same Partner Agency, or 2) both records are unrestricted between organizations, and at least 4 of the following 5 data elements must be identical matches: First Name; Last Name; Gender; Full or Partial Social Security Number; and Date of Birth.

In cases in which either your organization or THN identifies frequent duplication by a particular user, your organization or THN HMIS Data Center may request a mandatory HMIS refresher training to be conducted online with the user.