

Client Services Network of Lee County

POLICIES AND PROCEDURES MANUAL

Client Services Network of Lee County

Overview

Congress has established a national goal that all communities should be collecting an array of data about homelessness, including unduplicated counts of individuals who are homeless, their use of services and the effectiveness of local assistance systems. In order to achieve this objective, the Department of Housing and Urban Development (HUD) encouraged communities to develop a Homeless Management Information System and has provided funding through the Supportive Housing Program, Continuum of Care process to assist in the implementation of systems to collect this data.

Client Services Network software was selected for implementation to meet these requirements for participants within the Lee County collaborative, known herein as **Client Services Network (CSN)** of Lee County. Participating agencies in the collaborative include Abuse Counseling and Treatment Center (ACT), After the Rain, Community Cooperative Ministries Inc. (CCMI), House of Hope, Lee County Homeless Coalition, Lee County Department of Human Services (DHS), Lee Mental Health/Ruth Cooper Center, Our Mother's Home, New Life Centers, Renaissance Manor, The Salvation Army, South West Florida Addiction Services, United Way, and We Care Outreach. The **Lee County Department of Human Services (DHS)** is the continuum lead-agency and its staff will act as Group Administrator for Client Services Network.

Implementation

The Client Services Network of Lee County implementation structure includes a Project Team and a User Group.

The Project Team is comprised of staff from the DHS, HMIS System Administrator, and Client Services Network, Inc. (software provider).

The User Group is comprised of staff from each participating agency in the Client Services Network of Lee County collaborative. The User Group meetings serve as a forum for collaborative members to discuss their implementation needs and status, raise questions, participate in problem resolution regarding system implementation and on-going operations, and to participate in the policy setting process.

The Client Services Network of Lee County Policies and Procedures Manual was adapted from The Maricopa Homeless Management Information System's Policy and Procedures Manual with their permission - many thanks to The Maricopa Homeless Management Information System and Symmetric Solutions! The Policies and Procedures Manual is designed to support implementation and on-going operation of the system to ensure strict client confidentiality, security of information, and consistent application of the functions provided by Client Services Network. The Project Team and User Group will continue to update these Policies and Procedures as needed.

For information regarding the implementation of Client Services Network, contact Eric Pateidl, Lee County Department of Human Services, at epateidl@leegov.com or (239) 533-7925.

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GLOSSARY OF TERMS

1. Anonymous client: A client entered into the database with a unique computer generated identifying code acting as a reference for that client.
2. Client: Any person who received, applied for, or was denied services by a Provider Agency.
3. Client Identifying Information: Any information or a combination of data that would allow an individual client to be identified, including, but not limited to name, nick name, Social Security number, military identification number, health insurance carrier number.
4. Client Services Network: A web-based information management system for service providers of an agency, coalition, or region which provides client tracking, case management, and reporting – all in a real-time environment.
5. Client's guardian: Any person legally responsible for a minor or an adult, according to Florida Statutes. All references to "client" in this policy also apply to "client's guardian."
6. Close to real-time: Data entry within one business day.
7. Computer virus: A self-replicating piece of computer code, which resides in active memory and partially or fully attaches itself to files and/or applications.
8. Computer worm: Similar to viruses, worms reside in active memory of computers and replicate themselves and will usually interfere with normal computer use or a computer program. Unlike viruses, worms exist as separate entities and do not attach themselves to other files or programs.
9. Consultation: A discussion, usually by phone, reminding the End-user or Provider Agency of proper security and/or confidentiality practices(s) following confirmed inappropriate action(s).
10. End-user: Any person given access to CSN including staff and volunteers
11. Error: A documented occurrence that prevents and end-user from proceeding further.
12. Firewall: A system or group of systems that enforces an access control policy between two networks. The system may contain a pair of mechanisms: one that exists to block Internet traffic, and the other that exists to permit Internet traffic.
13. Homeless Management Information System (HMIS): A software application used to track information regarding services provided to homeless individuals and families as required by HUD and for other client tracking and service provision purposes.
14. Malicious code: An illegitimate computer code, which produces an undesired effect including Trojan horses, viruses, and worms.
15. Outside source(s): Organization(s) who are not current Provider Agencies..
16. Performance: The lack of execution and/or operation of the software.
17. Probation: A trial period of time, not greater than one hundred and eighty days (180), in which an End-user or Provider Agency addresses and corrects inappropriate actions(s).
18. Provider Agency: An agency authorized to participate in CSN.
19. Quality of Data Issue: Any concern that decreases the accuracy and completeness of the data as defined by the Minimum Data Requirement.
20. Real-time: Immediate data entry upon seeing a client.
21. Reinstatement Corrective Action Plan: A modified Corrective Action Plan developed specifically for the purpose of preparing and assessing the appropriateness of reinstating a previously terminated Agency as a Provider Agency.
22. Restricted client: A client whose name is known by only the entering Provider Agency, the Group Administrator, and those agencies the client grants access to his/her name and information.
23. Sanctions: Penalties for noncompliance specified by the Project Team and Steering Committee.
24. Self-replicate: Makes copies of itself.
25. Technical Support Staff: Include, in ascending order, Agency Administrator, Agency Administrator, and CSN support personnel

I - AGENCY & STAKEHOLDER INVOLVEMENT

Policy: CSN implementation and ongoing operations provides agency and stakeholder involvement at all levels to ensure broad community participation.

Purpose: To define participants' roles and responsibilities in the Client Services Network of Lee County

DHS

As the recipient of the HUD funds and other matching funds and the legal contractor for access to the software, the DHS oversees implementation, management, and maintenance of Client Services Network.

Responsibilities:

- Acquires HMIS software, which meets HUD requirements
- Oversees the preparation of a detailed implementation plan
- Participates in Project Team and User Group
- Determines guiding principles for Agencies and client participation with regard to implementation.
- Establishes minimal data elements to be collected by all Agencies consistent with the HUD data standards
- Oversees security, confidentiality and accountability of CSN
- Provides staff support to CSN users
- Identifies and applies for public and private funds to continue future operations
- Works with the User Group in developing strategies to market CSN to other Services providers
 - Encourages client, services provider, and community involvement
 - Responds to community questions about the homeless community

User Group

Comprised of Voluntary, non-paid positions:

- Provider Agency representatives
- DHS Staff
- Project Team Members

Responsibilities:

- Provides policy assistance
- Develops and assists in:
 1. Policies and procedures
 2. Information sharing agreements
 3. Decisions on data access by external parties
 4. Information sharing agreements
 5. Decisions on data access by external parties
 6. Soliciting feedback from all Users about proposed system changes
- Serves as a Review in regards to Provider Agency violations and grievances
- Assists DHS in developing and implementing strategies to market CSN
- Defines criteria, standards, and parameters for releasing aggregate data
- Oversees security and confidentiality in the CSN Policies and Procedures manual
- Reviews reports and makes decisions about training, system, and/or oversight issues

System Administrator

Responsibilities:

Database

- Oversees CSN and or Lee County ITG in the following areas:
 - Monitor functionality, speed, and database backup procedures of SQL server 2005 database
 - Audit Usage and access of database
 - Responds to system needs as needed to implement disaster recovery plan

Implementation

- Advises Agencies of implementation schedule
- Works with each Agency to identify implementation issues
- Attends Project Team and User Group meetings

Training

-Oversees, coordinates, and provides training to Agency Administrators and End-users

Support

-Provides support to Agency Administrators/User and coordinates with CSN Staff

- Supervises internal and external security protocols
- Addresses technical operation issues

Data Integrity

-Monitors operation of CSN

-Monitors and evaluates the quality, timeliness, and accuracy of data input, data management, data reports

-Identifies and addresses potential operational issues with individual Agencies and User Group

Reports

-Oversees system-wide reporting

-Assists Agencies with query and report development and documentation

-Documents work on the database and development of reports/queries

Provider Agency's Executive Director Or Designee

Each Provider Agency may choose an Executive Director to administer the following responsibilities. If there is not a designated Executive Director or if they delegate the responsibilities, these tasks fall to the Agency Administrator. (Position may not be appropriate in smaller agencies system administrator will take over this task in this situation)

Responsibilities

-Assumes responsibilities for integrity and protection of client information entered into CSN

-Establishes and ensures business controls and practices which will adhere to the CSN Policies & Procedures

-Develops internal policies and procedures to ensure:

- New and continues staff training
- Timely and accurate input of data into CSN
- Personnel procedures addressing violation of CSN code of Ethics and Policies & Procedures
- Protocols for data access and reporting

-Communicates security and confidentiality requirements to End-users.

-Monitors End-user compliance in regards to security, confidentiality, and data integrity

-Is responsible for insuring appropriate use of CSN by staff

-Allows CSN access only to qualified, trained End-users based upon job description and need to access

-Addresses CSN concerns with System Administrator and User Group as appropriate, in a timely and professional manner

Agency Administrator

Each Provider Agency appoints one to two persons (Maximum) as Agency Administrator (Position may not be appropriate in smaller agencies system administrator will take over this task in this situation)

Responsibilities

-Creates User Id's and initial password for personnel authorized to access the system by the Agency Executive Director

-Assures new staff training on CSN

-Reviews CSN Policies and Procedures

-Reviews security and confidentiality of client information with authorized staff

-Allows access to CSN only after authorized staff complete necessary training and sign User Policy agreement

-Notifies all agency End-users of interruptions in service

-Updates Agency and End-users on decisions made during User Group Meetings

-Administers and monitors access to CSN

-Provides technical support assistance to agency's End-users.

End-User

The Agency End-user is defined as only those parties authorized to access CSN for the following reasons:

- Data entry
- Editing Client records

- Viewing Client records
- Generating Reports
- Other essential activities associated with Agency business use.

Responsibilities

- Adhere to CSN and Agency Policies & Procedures
- Protect CSN and Agency data and information
- Prevent unauthorized disclosure of data
- Report security violation to Agency Administrator or System Administrator
- Remain accountable for all action undertaken with his/her user name and password

II - DATA AND SYSTEM INTEGRITY

1. Database Access and Data Entry

Policy: Participating Agencies and/or System Administrator will regulate and monitor End-User access and data entry into CSN

Participating Agencies

Responsibilities

CSN Access Participating Agencies will

- Sign CSN Agency Participation Agreement
- Set up End-user identification and grant access to the CSN based on job description
- Never transmit End-user ID and password in any form of communication. They must be transmitted separately
- Inactivate End-user including the Agency Administrator immediately upon termination of his/her employment or a change in job duties/position
- Notify the System Administrator when the Agency Administrator is leaving the position

Security Participating Agencies will

- Monitor End-user access to CSN
- Provide reviews of security procedures
- Assume responsibility for staff and End-user's compliance with security
- Notify the designated Agency Administrator or System Administrator immediately of any suspected security breach
- Update virus protection software on agency computers used to access CSN
- Participating agencies will provide client consent form(s) as required by the Agency, State and/or Federal laws and CSN standards

Data Entry Participating Agencies will

Assume responsibility for End-user's data entry and accuracy

- View, obtain, disclose, or use CSN data only for business purposes related to serving the agency's clients
- Monitor End-user data entered into CSN, in accordance with Agency's policies and CSN Data Standards
- Correct duplicate client entries
- Correct inaccurate information and missing required data elements
- Not misrepresent the number of clients served or the types of services/beds provided

Legal Parameters

- Agencies will not transmit any material in violation of US Federal or State law which includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, and material considered protected by Trade Street
- Agencies will not use CSN with intent to defraud the Federal, State, or local government or an individual entity, or to conduct any illegal activity

End User's

Responsibilities

CSN Access End-user's will

- Be given limited access to CSN based upon End-user's job description

- Read and abide by CSN User Policy Agreement
- Create a unique password for CSN
- Not shared ID and or password with any person for any reason
- Not transmit ID or password in any form (Verbal, written, or electronic)

Security End-user's will

- Access CSN only from authorized workstations
- Change their password to a unique password between 8 and 16 characters, combination upper and lower case, including a number and or special character. Passwords must not include the user's name, date of birth, or any other password that can be easily guessed by others.
- Log-off CSN and close the Internet browser before leaving a work terminal
- Log-off CSN and close the Internet browser prior to browsing the Internet
- Never leave and open CSN screen unattended
- Notify Agency Administrator or System Administrator immediately of any suspected security breach

Data Entry End-user's will

- Offer the client the opportunity to input and share additional client information with other Agencies beyond basic identifying data and non-confidential service information
- Only view, obtain, disclose or use CSN data for business purposes related to service the Agency's clients
- Enter data into CSN in accordance to the Agency's policies and CSN minimum data standards
- Not enter any fictitious or misleading client data
- Save data entered at regular intervals. (If the system remains inactive for longer than twenty-minutes, it will automatically log the End-user off)
- Strive for real-time or close to real-time data entry
- Not enter offensive language or profanity into CSN unless direct client quotes are deemed essential for assessment, service and treatment purposes

Legal Parameters End-user's will

- Obtain or confirm the presence of signed client consent form(s) as required by the Agency, State and/or Federal Laws and the CSN standards prior to entering client data into CSN
- Be aware of specific protections afforded under Federal Law for persons receiving certain types of services such as domestic violence services, HIV or AIDS treatment, substance abuse services, or mental health services.
- Obtain client consent for additional client information and communicate what information will be shared and with whom.
- Will not transmit any material in violation of US Federal, or State law which includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material considered protected by trade secret
- Will not use CSN with intent to defraud the Federal, State or local government or an individual entity, or to conduct any illegal activity

Agency Administrator (Also follow all End-User and Agency procedures)

Requirements

- Notify System Administrator of duplicate client records that need to be deleted
- Monitor possible duplication of records, at least every two weeks

System Administrator (Also follow all End-User and Agency procedures)

Requirements

- Generate, periodically, a Client Duplication Report and assist Agency Administrators in correcting duplications

Management of End-User Access Privileges

Administration of End-user Access

- Determine End-user's database access level based upon End-user's job description
- Authorize Agency Administrator to generate user ID
- Assume responsibility for adding, updating, inactivating, and re-activating user ID and password

End-user ID format

- User ID's will include the initial of the first name and the full last name. Example John Smith JSmith

-If client name already exists in system include middle initial

Passwords

- CSN automatically generates a temporary password for the new End-user
- Agency or System administrator exchanges the password to the new End-user
- End-user will be required to change password after initial log on
- The End-user creates a unique password between 8 and 16 characters, combination upper and lower case, including a number and or special character. Passwords must not include the user's name, date of birth, or any other password that can be easily guessed by others.

Termination or Extended Leave from Employment

- The Agency Administrator or System Administrator will inactivate the End-user account immediately.
- When user returns from extended leave reactivate user account

End-User Access Levels

CSN has system-wide access levels and agency-defined access levels. Only agency staff and volunteers who need access to CSN for client data entry qualify for an End-user license. The level determines the information the End-user has access to and whether or not the user can add, edit, or delete records. The System Administrator and/or Agency Administrator will determine the level of access an End-user requires

2. Local Data Storage

Policy: Any client information held in a location other than CSN is the responsibility of the Agency (Including: information stored on Agencies computers, files, and reports). CSN and DHS assume no responsibility for the management, protection, and transmission of client-identifying information stored on Agencies computers, files, and reports.

Agency

Responsibilities

- Agency will develop a policy for protection and management of client information that meets security policies outlined in CSN Policies and Procedures Manual

3. Virus Control Management

Policy: Lee County ITG will provide and maintain virus protection software and maintain secure firewall on all CSN servers. Participating Agencies will maintain there own virus protection on all workstations accessing CSN.

4. Monitoring Provider Agency Compliance

Policy: Lee County DHS and CSN monitor and review participating Agencies and assure that they adhere to CSN security, confidentiality regulations, and quality standards.

Agency Administrator

Responsibilities

- Assist participating Agencies with compliance when necessary
- Monitor participating Agencies to assure they are complying with CSN Policies and Procedures
- Produce quality assurance reports and data quality reports

5. Infractions

Policy: In the event an individual uses CSN inappropriately depending on the severity of the situation the individual may loose privileges to access CSN. If the infraction leads to access loss it will be the decision of the System Administrator and participating agency involved to readmit individual to CSN. Depending on the severity of the infraction it will be the discretion of the System Administrator to notify DHS staff and/or User Group.

6. Disaster Recovery

Policy: It is the responsibility of Lee County ITG to develop, maintain, and initiate a disaster recovery plan.

III – Privacy and confidentiality

Maintenance of Client Confidentiality

Policy: Participating Agencies will adhere to relevant Federal, State and local confidentiality regulation and laws that protect client records and only releases confidential client record with written consent by the client, or the client's guardian, unless otherwise provided for in Federal, State or local regulations or laws.

Participating Agencies

Responsibilities

Laws and Regulations:

-Participating Agencies will abide by:

- All Federal Confidentiality Regulations including those contained in the Code of Federal Regulations, 42 CFR Part 2 (regarding disclosure of alcohol and/or drug abuse records)
- Health Insurance Portability and Accountability Act of 1996 (HIPPA) when applicable
- Florida State Statutes and Federal laws related to confidentiality and security of medical, mental health and substance abuse information

Client Consent

-Participating Agencies will:

- Provide verbal explanation of CSN and arrange for, when possible, a qualified interpreter or translator for a client not literate in English or having difficulty understanding the consent form(s)
- Be prepared to explain (to the client) security measures used to maintain confidentiality
- Explain the client's right to entered as an anonymous client or as client or as a restricted client, if client denies authorization to share basic identifying information or non-confidential service date
- Obtain from the client a current, signed Client Acknowledgement of Data Entry into the CSN form, when applicable to Participating Agency's policy and procedures
- Prior to release of any client information beyond the basic client profile, obtain from the client a signed release of information form that meets the participating Agencies standard release of medical, financial and/or any other information regarding the client
- Place all client authorization forms in an on-site filing system for periodic audits
- Retain all client authorization forms for a five-year period upon expiration
- Insure that all Participating Agencies End-Users will comply with the requirements for informed consent and client confidentiality

Client Information/Data

-Participating Agencies will:

- Enter client information into CSN only after obtaining current a signed client consent form
- Share client information in CSN with other participating Agencies only after obtaining a signed client consent form
- Not solicit or input client information into CSN unless the information proves to be useful in providing services, developing reports and providing data, and /or conducting evaluation and research
- Not divulge any confidential information received from the client or CSN to any organization or individual without a current client release form, unless otherwise permitted by relevant regulations or laws.

-Participating Agencies will enter in the minimum data required by the CSN. Any or all client data including client identifiable and confidential information may be restricted to other Participating Agencies.

Provider Agency's Client Rights

-A client has the right to:

- Decline entrance into CSN. However, the Participating agency determines whether or not to provide services to the client
- Authorize sharing of personal information to other CSN participating Agencies
- Determine what type of information will be shared and with whom (other CSN Agencies)
- Request entrance into CSN as an anonymous client or a restricted client

- If a reason arises to completely remove a client and the client's data from CSN, a request must be forwarded to the System Administrator

IV – SOFTWARE SUPPORT

Hours of System Operation

Policy: The System Administrator, CSN technical staff, and Lee County ITG assure minimal CSN down time and will post all downtime and maintenance. The CSN database will be backed up and stored on a regularly bases by Lee County ITG. CSN will be available through internet access twenty-four hours a day, seven days a week.

Technical Support

Policy: The System Administrator oversees support to all Participating Agencies.

Requirements

- Non - Emergency issues including questions, technical/task assistance, data correction, training concerns, reportable database problems and suggestions for future enhancements will be addressed to the System administrator through email, phone and primarily through the CSN ticketing system.
- The CSN ticketing system will be used as the primary source for all CSN related problems

Emergency Technical Support

Policy: The System Administrator and CSN support staff provide emergency CSN technical support to Participating Agencies.

A situation where an emergency response is required is defined as “any major system or component failure, which proves critical to a CSN Participating Agency’s business practice not including trouble shooting issues due to the Participating Agency’s network, Internet connectivity, browser issues, individual PC problems, or other specific non CSN issues.

In the event of an Emergency

- The System Administrator should be contacted immediately.

V – System Hardware

Hardware Acquisition

Policy: The Lee County Department of Human Services and the System Administrator assist CSN Participating Agencies in acquiring computer hardware on an as-needed basis during the CSN implementation process. The available funding supplements those agencies with inadequate or obsolete hardware but will not fulfill all of a Participating Agencies computer hardware needs.

Hardware Acquisition Process

-The System Administrator will

- Conduct and inventory of hardware at Participating Agency prior to implementation of CSN
- Find the total need for hardware, network equipment, and software licenses
- Create a cost estimate for approval by DHS staff
- Upon approval purchase equipment and after shipment distribute to Participating Agency

-Participating Agency will

- Acknowledge that Lee County HMIS is not responsible for ongoing operating cost or replacement costs for the equipment

VI – Growth

New Agencies

HMIS Agency Criteria

1. Membership with COC.
2. Primarily serve clients that are homeless/At Risk.
3. Provide Case management/Services (May be through use of other agencies).
4. If legally able to share client level data then it is required with the consent of the client.

CLIENT INFORMED CONSENT & RELEASE OF INFORMATION AUTHORIZATION

For Client Services Network of Lee County (CSN)

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS OR DESIRE ANY FURTHER INFORMATION REGARDING THIS FORM, PLEASE CONTACT THE CSN SYSTEM ADMINISTRATOR AT (239) 533-7925.

In order to best serve your needs at (Insert Agency's Name Here) to develop meaningful treatment plans, to determine your continuing eligibility for services, and to monitor your progress in complying with the terms of your shelter, housing or other services, (Insert Agency's Name Here) and the Continuum of Care need to exchange, share, and/or release data, information or records they may collect about you.

The information contained in your case records with any Agency is considered confidential and privileged and cannot be exchanged, shared and or/released without your express and informed written consent, except where otherwise authorized by law. Please understand that access to shelter, housing and services is available without your consent for the release of the information. However, your consent, although optional, is a critical component of our community's ability to provide the most effective services and housing possible.

I understand that:

- This Agency may not condition the provision of services to me on my signing this consent/authorization (this Agency may not refuse to serve me simply because I do not want my information shared with other agencies).
- This form specifically authorizes the use of information about me in research conducted using information maintained in CSN. I will not be personally identified by name, social security number, or any other unique characteristic in published research reports. The type of research that will be conducted using this information includes reports on the number and characteristics of people using different types of services, the effectiveness of services, and changes in patterns over time.
- If I give permission, the CSN allows information about me, including my photograph, to be shared with other CSN Partner Agencies. This may include, but is not limited to, information regarding my education history and employment background, income, program eligibility and participation, and personal history. The purpose of sharing information this way is to help the agencies that I seek services from obtain information about me more quickly, assist with my case management, and to help connect me with the services I need.
- Agencies that join CSN after I sign this consent/authorization also will have access to the personal information that I authorize for data sharing. This Agency must make reasonable accommodations to allow me to view the updated list of CSN Partnering Agencies.
- I understand that I have the right to inspect, copy, and request all records maintained by Agency relating to the provision of services provided by Agency to me and to receive copy of this form unless specifically denied under federal or state law. I understand that my records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise authorized by law. I may revoke this authorization at any time verbally or by written request, but the cancellation will not be retroactive. I understand that this release is valid for one year.

I give my consent to the exchange of information on CSN: Yes No

I have read this document or it was read and/or explained to me and I fully understand and agree with the terms of this document.

Signature of client or guardian:

Date:

Signature of witness:

Date:

Printed name of client or guardian:

Printed name of witness:

Current Partnering Agencies in CSN

After the Rain 2580 First Street, Fort Myers	(239) 334 6261
Ann's Restoration House 599 Carolina Ave, Fort Myers	(239) 694 0877
Community Cooperative Ministries Inc. P.O. Box 2143 Fort Myers	(239) 332 7687
Eternal Homes We Care Outreach 4231 Desoto Ave. Fort Myers	(239) 693 7311
House of Hope 2314 Unity Ave, Fort Myers	(239) 810 5917
Lee County Department of Human Services 2440 Thompson Street, Fort Myers	(239) 533 7930
Lee Mental Health / Ruth Cooper Center 2789 Ortiz Avenue, Fort Myers	(239) 275 3222
New Life Centers 2150 Collier Ave, Fort Myers	(239) 274 8881
Renaissance Manor 2789 Ortiz Ave, Fort Myers	(239) 334 2600
Southwest Florida Addiction Services 3763 Evans Avenue, Fort Myers	(239) 332 6937
The Salvation Army 2400 Edison Avenue, Fort Myers	(239) 334 3745
Triage Outreach Center 2789 Ortiz Avenue, Fort Myers	(239) 791 1543
United Way 211 7275 Concourse Drive, Fort Myers	(239) 433 3900

Universal Data Elements

1. Name
2. SS
3. Date of Birth
4. Ethnicity and Race
5. Gender
6. Veteran Status
7. Disabling Condition
8. Residence Prior to Program Entry
9. Zip Code of Last Permanent Address
10. Program Entry Date
11. Program Exit Date
12. Personal ID Number (Generated by CSN)
13. Program ID Number (Generated by CSN)
14. Household Identification Number (Generated by CSN)

Disabling condition

- Needed to determine which clients are chronically homeless and to learn more about their service patterns.
- Several ways to collect information
- Unless required for program eligibility, must wait until after intake to ask

SSN, Ethnicity, and Race

- Unless SSN is required by a program, a provider **may not** refuse service to someone who refuses to give an SSN
- Ethnicity and Race follow OMB standards (OMB Standards for Federal Data on Race and Ethnicity for more information <http://www.hhs.state.ne.us/fia/nhap/RaceAndEthnicityDefinitions.pdf>)

Residency Prior to Program Entry

- Applies to night **before** admission.

Zip Code of last permanent address

- Used to see geographic trends in homelessness
- Are homeless individuals traveling here from other States or Counties

What is Homeless

The term “homeless” or “homeless individual or homeless person” includes—

- (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
- (2) an individual who has a primary nighttime residence that is—
 - (A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - (B) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Chronic Homelessness is defined as:

The Joint federal initiative defined a chronically homeless person as

“An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more OR has had at least (4) episodes of homelessness in the past three (3) years.”

Program-Level Data Elements

These elements are to be collected from clients served by programs that include an assessment of client's needs as a basic element in their provision of service

- Income and Sources
- Non-Cash Benefits
- Physical Disability
- Developmental Disability
- General Health Status
- Pregnancy Status
- HIV / Aids Status
- Behavioral Health Status
- Domestic Violence
- Education
- Employment
- Veterans
- Services Received
- Destination
- Follow-up After Program Exit
- Children's Education
- Other Children's Questions
 - Child's Physical Disability
 - Child's Developmental Disability
 - Child's General Health Status
 - Services Received
 - Destination

USER POLICY, RESPONSIBILITY STATEMENT, & CODE OF ETHICS

For Client Services Network of Lee County

USER POLICY

Partner Agencies shall share information for provision of services to clients with their informed consent through a networked infrastructure that establishes electronic communication among the Partner Agencies. Partner Agencies shall at all times have rights to the data pertaining to their clients that was created or entered by them in Client

Services Network. Partner Agencies shall be bound by all restrictions imposed by clients pertaining to the use of personal data that they do not formally release.

It is a Client's decision about which information, if any, entered into Client Services Network shall be shared and with which Partner Agencies. The Client Services Network Client Consent/Release of Information shall be signed if the Client agrees to share information with Partner Agencies.

Minimum data entry on each consenting Client will be:

- Basic demographic information including name, date of birth, Social Security Number, gender, etc.
- Data necessary for the development of aggregate reports of services, including services requested, services provided, referrals and Client goals and outcomes should be entered to the greatest extent possible.

Client Services Network is a tool to assist agencies in focusing services and locating alternative resources to help homeless and other clients. Therefore, agency staff should use the Client information in Client Services Network to target services to the Client's needs.

USER RESPONSIBILITY

Your User ID and Password give you access to Client Services Network. Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from Client Services Network.

_____ My User ID and Password are for my use only and must not be shared with anyone.

_____ I must take all reasonable steps to keep my Password physically secure.

_____ I understand that the only individuals who can view information in Client Services Network 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.

_____ If I am logged into Client Services Network and must leave the work area where the

computer is located, **I must log-off** of Client Services Network and the Internet Browser before leaving the work area.

_____ A computer that has Client Services Network or the Internet Browser “open and running” shall never be left unattended.

_____ Failure to log off of Client Services Network and the Internet Browser appropriately may result in a breach of client confidentiality and system security.

_____ Hard copies of Client Services Network printouts must be kept in a secure file.

_____ When hard copies of information generated using Client Services Network are no longer needed, they must be properly destroyed to maintain confidentiality.

_____ If I notice or suspect a security breach, I must immediately notify the Agency Administrator for Client Services Network or the System Administrator (DHS).

USER CODE OF ETHICS

- A. Client Services Network Users must treat Partner Agencies with respect, fairness, and good faith.
- B. Each Client Services Network User should maintain high standards of professional conduct in their capacity as a Client Services Network User.
- C. Each Client Services Network User has primary responsibility for his/her Client(s).
- D. Client Services Network Users have the responsibility to relate to the Clients of other Partner Agencies with full professional consideration.

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

Client Services Network User Signature Date

Agency/System Administrator Date

NOTE: The Agency Administrator must sign all User Policy forms for the agency’s Client Services Network Users.
Staff at the Department of Human Services will sign the User Policy forms for Agency Administrators.

AGENCY PARTNER AGREEMENT

For Client Services Network

Client Services Network is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans, and 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.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a Client Services Network account can be established for (Insert Your Agency's Name Here).

The Lee County Department of Human Services is the primary coordinating Agency and shall be the group administrator. In this Agreement, Human Services is an Agency participating in The Client Services Network of Lee County, and (Insert Your Agency's Name Here) is a consumer of services.

I. Confidentiality

- A. (Insert Your Agency's Name Here) shall uphold relevant Federal and State confidentiality regulations and laws that protect Client records and (Insert Your Agency's Name Here) shall only release client records with written consent by the client, unless otherwise provided for in the regulations.
1. (Insert Your Agency's Name Here) shall abide specifically by Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 and or HIPAA regulations, whichever are more stringent, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal and HIPAA rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. (Insert Your Agency's Name Here) understands the Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
 2. (Insert Your Agency's Name Here) shall provide to each client a verbal explanation of the use of Client Services Network, the terms of consent, and shall 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.
 3. (Insert Your Agency's Name Here) shall not solicit or input information from Clients into Client Services Network unless it is essential to provide services, or to conduct evaluation or research.
 4. (Insert Your Agency's Name Here) agrees not to release any confidential information received from the Client Services Network of Lee County to any organization or individual without proper Client consent.
 5. (Insert Your Agency's Name Here) shall ensure that all staff, volunteers, and other persons issued a User ID and password for Client Services Network receive basic confidentiality training.
 6. (Insert Your Agency's Name Here) understands the file server, which will contain all Client information, including encrypted identifying Client information, will be co-located at Lee County Information Technology Group offices at 3434 Hancock Bridge Parkway, North Fort Myers, Florida.
 7. (Insert Your Agency's Name Here) shall maintain appropriate documentation of Client consent to participate in Client Services Network.
 8. (Insert Your Agency's Name Here) shall not be denied access to Client data entered by (Insert Your Agency's Name Here) Partner Agencies are bound by all restrictions placed upon the data by the

client of any Partner Agency. (Insert Your Agency's Name Here) shall diligently record in Client Services Network all restrictions requested. (Insert Your Agency's Name Here) shall not knowingly enter false or misleading data under any circumstances.

9. If this Agreement is terminated, remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Client.
10. (Insert Your Agency's Name Here) will utilize Client Services Network Client Consent/Information Release form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information for the Client Services Network database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into Client Services Network and authorizes information sharing with Client Services Network Partner Agencies.
11. If a Client withdraws consent for release of information, (Insert Your Agency's Name Here) remains responsible to ensure that Client's information is unavailable to all other Partner Agencies from that point forward.
12. (Insert Your Agency's Name Here) shall keep signed copies of the Client Consent Form/Information Release forms for Client Services Network for a period of three years.
13. (Insert Your Agency's Name Here) shall not require or imply that services are contingent upon a Client's authorization to share their information with Partner Agencies in Client Services Network.

II. Client Services Network of Lee County Use and Data Entry

- A. (Insert Your Agency's Name Here) shall follow, comply with and enforce the User Policy, Responsibility Statement & Code of Ethics (Attachment A). Modifications to the User Policy, Responsibility Statement & Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of Client Services Network. The Department of Human Services will announce approved modifications in a timely manner via NewsFlash in Client Services Network or via e-mail.
 1. (Insert Your Agency's Name Here) shall only enter individuals in Client Services Network that exist as Clients under (Insert Your Agency's Name Here) jurisdiction. (Insert Your Agency's Name Here) shall not misrepresent (Insert Your Agency's Name Here) its Client base in Client Services Network by entering known, inaccurate information.
 2. (Insert Your Agency's Name Here) shall use Client information in Client Services Network, as provided to them or Partner Agencies, to assist in providing adequate and appropriate services to the Client.
- B. (Insert Your Agency's Name Here) shall consistently enter information into Client Services Network and will strive for real-time, or close to real-time¹ data entry.
- C. (Insert Your Agency's Name Here) will not alter information in Client Services Network that is entered by another Agency with known, inaccurate information. (I.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).
- D. (Insert Your Agency's Name Here) shall not include profanity or offensive language in Client Services Network.

¹ Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the Client Services Network of Lee County database within three (3) business days.

- E. (Insert Your Agency's Name Here) shall utilize Client Services Network for business purposes only.
- F. The Department of Human Services may provide or coordinate initial training and periodic updates to that training to select Agency Staff on the use of Client Services Network.
- G. The Department of Human Services will be available for technical assistance within reason (i.e. troubleshooting and report generation). There will also be an on-line work order system.
- H. 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, pornography, and material considered protected by trade secret.
- I. (Insert Your Agency's Name Here) shall not use Client Services Network with intent to defraud Federal, State or local governments, individuals or entities, or to conduct any illegal activity.

III. Reports

- A. (Insert Your Agency's Name Here) shall retain access to identifying and statistical data on the Clients it serves.
- B. (Insert Your Agency's Name Here) access to data on Clients it does not serve shall be limited to non-identifying and statistical data via reports generated at the Group or System Administrator level.
- C. (Insert Your Agency's Name Here) may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to clients. However, such aggregate data shall not directly identify individual Clients.
- D. The Lee County Department of Human Services will use only unidentified, aggregate Client Services Network data for homeless 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 program utilization in the State.

IV. Proprietary Rights of Client Services Network, Inc.

- A. (Insert Your Agency's Name Here) shall not give or share assigned passwords and access codes of Client Services Network with any other Agency, business, or individual.
- B. (Insert Your Agency's Name Here) shall not cause in any manner, or way, corruption of Client Services Network in any manner.

VI. Terms and Conditions

- A. No Partner Agency shall transfer or assign any rights or obligations without the written consent of the other parties.
- B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- C. This Agreement may be terminated with 30 days written notice.

Signature of Executive Director

Date

AGENCY

STREET ADDRESS

FL

CITY

ZIP CODE

MAILING ADDRESS -- LEAVE BLANK IF SAME AS ABOVE

FL

CITY

ZIP CODE