



# Arizona Department of Housing

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## HMIS Policies and Procedures

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1110 West Washington Street, #280 | Phoenix, AZ 85007

Telephone: (602) 771-1000 | Facsimile: (602) 771-1002 | TTY: (602) 771-1001





## Table of Contents

<b>Vision Statement</b> .....	<b>1</b>
<b>Introduction</b> .....	<b>1</b>
<b>AZBOSCOC HMIS</b> .....	<b>3</b>
Arizona Department of Housing (ADOH) .....	5
AZBOSCOC HMIS Management.....	5
AZBOSCOC HMIS Documentation .....	6
Participating Agency.....	8
Executive Director .....	10
Agency Administrator .....	11
User.....	13
Clients.....	15
<b>COMMUNICATION</b> .....	<b>17</b>
From ADOH and System Administrator .....	17
To ADOH and/or System Administrator .....	18
AZBOSCOC HMIS Help Desk.....	18
<b>ACCESS</b> .....	<b>19</b>
ADOH and System Administrator.....	19
<b>SECURITY</b> .....	<b>20</b>
Bowman Systems.....	20
Licensed Users.....	22
<b>Location of Data Access</b> .....	<b>23</b>
<b>Agency Data</b> .....	<b>24</b>
<b>AZBOSCOC HMIS DATA SHARING</b> .....	<b>25</b>
Visibility Settings.....	25
Data Shared Information .....	26
Data Quality .....	26
<b>LICENSING AND INVOICING</b> .....	<b>27</b>

**GRIEVANCES .....28**  
    **From a Participating Agency or Client to ADOH or the AZBOSCOC HMIS.....28**

**PARTICIPATION TERMINATION .....29**  
    **Initiated by the Participating Agency.....29**  
    **Initiated by ADOH.....29**  
    **Adding a New Project in AZBOSCOC HMIS by Participating Agency.....30**  
    **Changes to Existing Projects in AZBOSCOC HMIS .....30**  
    **Additional Customization .....30**

**Acknowledgement of Receipt of the AZBOSCOC HMIS Policies and  
Procedures Manual .....32**

**ATTACHMENT A – BOSH MIS Partnership Agreement.....33**

**ATTACHMENT B – Code of Ethics .....34**

**ATTACHMENT C – Client Release of Information .....35**

**ATTACHMENT D – Bowman Systems (Securing Client Data).....36**

## **Vision Statement**

The vision of Arizona Balance of State Continuum of Care Homeless Management Information System (AZBOSCOG HMIS) is to operate a user-friendly data collection system that produces timely, accurate, and complete information for participants to use, ensuring the effective delivery of housing and services to end homelessness in Arizona.

## **Introduction**

In the late 1990's, Congress mandated that States collect data regarding homeless populations as a condition to receive federal funds to serve that population. The US Department of Housing and Urban Development (HUD) then mandated that each Continuum of Care (COC) for the Homeless must implement an HMIS, but they did not require any particular application. The AZBOSCOG Homeless Management Information System (AZBOSCOG HMIS) was instituted as a result of that mandate. AZBOSCOG HMIS' goal is to support the AZBOSCOG partner agencies in their mission of ending homelessness, by supplying them with the tools to meet the reporting requirements for their projects.

The AZBOSCOG HMIS is a client information database that provides a standardized assessment of client needs and records the use of housing and services used to meet those needs. The fundamental goal of the AZBOSCOG HMIS is to use the data to determine the utilization of services of participating agencies, identify gaps in the local service continuum, and develop outcome measurements according to the HUD/AZBOSCOG HMIS standards. The AZBOSCOG HMIS can identify patterns in the utilization of assistance, as well as document the effectiveness of services for clients.

All this will be accomplished through data analysis of the actual experiences of persons experiencing homelessness, as well as the service providers who assist them in shelters and homeless assistance projects throughout the state. This data may also be analyzed to provide unduplicated counts and anonymous aggregate data to policy makers, service providers, advocates, researchers, and other representatives. Statewide reporting is based on aggregate, non-identifying data; therefore, such data may be shared by Arizona Department of Housing (ADOH) with the public without specific permission.

The AZBOSCOG HMIS uses a web-based software application created and supported by Bowman Systems, a Mediuware Company, called ServicePoint. The information contained in AZBOSCOG HMIS resides on a central server to facilitate data collection by homeless service organizations across the state. Access to the AZBOSCOG HMIS is limited to agencies that have entered into a partnership agreement with ADOH as the HMIS lead agency. Those agencies and their authorized staff members who have met the necessary training requirements and have signed the necessary privacy, security, and licensing documentation as listed in this manual will have full access to the database. As the guardians entrusted with personal data, agencies have both a moral and a legal obligation to ensure

that data is being collected, accessed, and used appropriately. All agencies must be vigilant to maintain client confidentiality, treating the personal data of Arizona's most vulnerable populations with the utmost respect.

Every project that receives federal homeless project funds from HUD is required to enter data on persons served with those funds into the AZBOSCOG HMIS. Some projects funded through the U.S. Veterans Administration and the U.S. Department of Health and Human Services may be required to enter data into the AZBOSCOG HMIS, as well. In addition, the AZBOSCOG encourages agencies that do not receive federal funds to participate in the AZBOSCOG HMIS so that service provision in the AZBOSCOG is coordinated and that data represents the broader network of service provision in the continuum.

The HUD HMIS Data Standards also require organizations to comply with COG Program Interim Rule 24 CFR578 and any federal, state, and local laws that require additional confidentiality protections.

As these data standards are subject to change, all providers are responsible for monitoring for updates and being in constant compliance with all data standards.

## AZBOSCOG HMIS

The Arizona Department of Housing (ADOH) is the lead agency for AZBOSCOG HMIS implementation in the Arizona Balance of State Continuum of Care.

- AZ Balance of State Continuum of Care Code (thirteen (13) counties) - AZ-500

To ensure the integrity and security of sensitive client confidential information and other data maintained in the database, ADOH requires all participating agencies sign the AZBOSCOG HMIS Partnership Agreement (Attachment A). All end users must sign a Code of Ethics Agreement (Attachment B) prior to being given access to the AZBOSCOG HMIS. All clients must sign a Release of Information Form (Attachment C) prior to entry of the individual's data into the system.

## Terminology

Many of the terms used in the AZBOSCOG HMIS Policies and Procedures Manual may be new to many readers. It is important to understand the terms used to better understand the roles, responsibilities and liabilities of the AZBOSCOG HMIS.

**Advanced Reporting Tool (ART):** Bowman Systems partners with S.A.P. Business Objects to give users access to a wide variety of reports. It will be replaced within the next year with QLIK.

**Agency Administrator:** This person is responsible for HMIS administration at the participating agency level and is the lead agency contact with ADOH.

**Annual Homeless Assessment Report (AHAR):** The annual report to the U.S. Congress on the extent and nature of homelessness in America.

**Annual Performance Report (APR):** The HUD-required report used to track progress and accomplishments of COC-funded projects.

**Arizona Balance of State Continuum of Care (AZBOSCOG):** The HUD recognized Continuum of Care comprised of homeless projects in thirteen counties within the State of Arizona. The counties covered by the AZBOSCOG are: Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Mohave, Navajo, Pinal, Santa Cruz, Yavapai and Yuma.

**Arizona Balance of State Continuum of Care Homeless Management Information System (AZBOSCOG HMIS):** The database used collectively by partnering agencies within the Arizona Balance of State Continuum of Care to track coordinated assessment, service needs, progress, and accomplishments of clients.

**Arizona Department of Housing (ADOH):** The lead agency for the AZBOSCOG HMIS implementation and Collaborative Applicant for the AZBOSCOG.

**Authentication:** The process of identifying a user to grant access to a system or resource based on a username and password.

**Bowman Systems:** Often referred to just as “Bowman”, this is the company/vendor who wrote the AZBOSCOG HMIS software, ServicePoint. ADOH maintains a yearly contract with Bowman Systems for maintenance and support.

**Client:** An individual who has inquired about, is receiving, or has received services from a participating project about whom a participating AZBOSCOG HMIS project collects or maintains personally-identifiable information.

**Code of Ethics Agreement:** An agreement between participating agency users and ADOH that allows access to AZBOSCOG HMIS.

**Continuum of Care (COC) Project:** Project receiving funding from HUD through the competitive COC application process. These projects are identified in the AZBOSCOG HMIS as COC projects.

**Executive Director:** A person who serves as the top executive official of a participating agency. This person may have a title of chief executive officer or president, etc. This is the person that signs the Partnership Agreement

**Housing Inventory Count (HIC):** The inventory of beds available for persons experiencing homelessness, including HMIS, seasonal, and overflow beds for individuals and households.

**Participating Agency:** Any agency/project that enters client-level information into AZBOSCOG HMIS.

**Point-In-Time (PIT):** The annual **count** of sheltered and unsheltered persons experiencing homelessness on a single night in January. HUD requires that Continuums of Care conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night

**Release of Information (ROI):** A statement signed by the client authorizing or denying the participating AZBOSCOG agency/project to share their personal information, and information regarding their unique situation with other participating agencies.

**ServicePoint:** A software package written by Bowman Systems, which tracks data about people in housing crisis to determine individual needs, provide a referral system and create aggregate data for reporting and planning. The software is web-based.

**System Administrator:** The staff contracted by ADOH as BOSCO System Administrator for the AZBOSCO HMIS. Community Information and Referral is the current System Administrator for AZBOSCO HMIS.

**TAY-VI-SPDAT:** Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) designed for transitional aged youth twenty-four (24) years or younger to predict youth most vulnerable to experience long-term homelessness.

**User:** An individual who has been granted access and uses AZBOSCO HMIS. Users are the main guardians against violating a person's confidentiality.

**VI-SPDAT:** The Vulnerability Index and Service Prioritization Decision Assistance Tool is an assessment tool distributed by OrgCode Consulting Inc. designed to help prioritize housing services for individuals experiencing homelessness based on the acuity of their needs and personal situation.

**VI-F-SPDAT:** The VI-SPDAT adapted for assessment of families experiencing homeless

## Roles and Responsibilities

### Arizona Department of Housing (ADOH)

ADOH is the lead agency for the implementation and maintenance of the statewide AZBOSCO HMIS.

### AZBOSCO HMIS Management

**Policy:** ADOH is responsible for the organization and management of the AZBOSCO HMIS. ADOH is responsible for all system-wide policies, procedures, communication, and coordination of the AZBOSCO HMIS. ADOH will act as liaisons between agencies and System Administrator.

**Procedure:** ADOH and the contracted System Administrator will follow protocols established by Bowman Systems, LLC, in regard to unauthorized access, as established on page nine (9) of the Bowman Systems Securing Client Data Policy Manual. A member of ADOH and/or System Administrator will notify Bowman Systems of any software issues within twelve (12) hours of being made aware of the issue and an investigation at the state level

has taken place. All information received from Bowman Systems pertaining to use, access, reporting, or live site system will be disseminated to Executive Directors or his/her designee within three (3) business days of receipt. No user, Executive Director, or agency may contact Bowman System directly, without the express written consent of ADOH. ADOH's contracted System Administrators may contact Bowman System to coordinate system updates, software issues, and other system administration functions.

## **AZBOSCOC HMIS Documentation**

Included documents are: AZBOSCOC HMIS Policies and Procedures Manual, the AZBOSCOC Data Quality Plan, the AZBOSCOC HMIS Code of Ethics Agreement, the AZBOSCOC HMIS Partnership Agreement, the Agency Profile Form, the Release of Information Form, and all other related forms.

**Policy:** ADOH will provide the necessary manuals and forms for all users on the Arizona Department of Housing website: [www.azhousing.gov](http://www.azhousing.gov). These documents will be kept up-to-date and in compliance with all HUD policies and requirements. Agency Administrators will be responsible for downloading and distributing to end users within their agency as well as the HUD Data Standards Manual available on the HUD Exchange website <https://www.hudexchange.info/>.

**Procedure:** ADOH will update the AZBOSCOC HMIS Policies and Procedures Manual, the Code of Ethics Agreement, the Partnership Agreement, the Agency Profile Form and related forms annually. Agencies must submit an updated Agency Profile Form **when changes occur in the programs that necessitate updating**. By the beginning of each calendar year, the documents will be reviewed and updated. In the event HUD issues interim changes to the requirements, affected policies and procedures and any related documentation will be reviewed and updated at that time. All changes will be communicated to participating agencies through the HMIS system (i.e. "System News") and electronically through the end user e-mail distribution list. All documents will be available for download at [www.azhousing.gov](http://www.azhousing.gov), and the System Administrator website [www.211Arizona.org](http://www.211Arizona.org).

### **Security Management**

**Policy:** ADOH and System Administrator will be responsible for the continuous monitoring of security and user access.

**Procedure:** Refer to Bowman Systems Securing Client Data Policy Manual (Attachment D).

### Training

**Policy:** The contracted System Administrator will provide timely training for all new users, annual refresher training for current users, and ART reporting training in the most efficient and effective way possible.

**Procedure:** ADOH and/or System Administrator will notify participating agencies and users of upcoming trainings through the System News available in ServicePoint and/or electronically. Agencies will be given no less than thirty (30) days advance notification of such trainings on the calendar. System Administrator will conduct all new user training, specialized training relevant to user position, and report training. At no time will a participating agency contact Bowman directly for training. The System Administrator will send training confirmation responses to registered users within three (3) business days of online registration.

### Agency Management

**Policy:** Upon notification from ADOH that appropriate documentation has been received by ADOH, the System Administrator will set-up and terminate agencies, projects and users, as needed.

**Procedure:** Agencies will notify ADOH of new projects and new users electronically or by telephone by contacting Glennifer Mosher at [Glennifer.Mosher@azhousing.gov](mailto:Glennifer.Mosher@azhousing.gov) or (602) 771-1017, or Karia Basta at [karia.basta@azhousing.gov](mailto:karia.basta@azhousing.gov) or (602) 771-1085.

### User Management

**Policy:** ADOH and/or the System Administrator will give appropriate levels of access to the system based on user's position in the participating agency, configuration of projects, and designation by the Executive Director.

**Procedure:** ADOH in consultation with the participating agency Executive Director or his/her designee will assign appropriate user levels when adding a new user. ADOH will always assign the most restrictive access to users while still allowing efficient job performance to protect client confidentiality or privacy.

### System Availability

**Policy:** Bowman Systems will provide constant availability of AZBOSCOG HMIS and will inform users in advance of any planned interruption in service.

**Procedure:** Scheduled upgrades and maintenance will occur on Friday nights after 9:00 p.m. MST. The System Administrator will inform users of the exact date and time at least five (5)

business days prior to scheduled upgrade via ServicePoint System News and direct e-mail to all end users on record. In the event of an unscheduled unavailability, the System Administrator will contact the end users via email and inform them of the cause and the anticipated duration of the interruption of service. Users will be notified as quickly as possible of system unavailability, but in no case more than twenty-four (24) hours after service interruption.

## Participating Agency

A participating agency is one that enters client-level data into the AZBOSCOG HMIS.

### Security Management

**Policy:** Agencies are responsible for ensuring all hardware and software used to access and/or store AZBOSCOG HMIS client-level data is in a secure location where access is restricted to authorized staff.

**Procedure:** Agencies may be monitored for security by ADOH through on-site compliance visits. Failure to comply will result in deactivation of all agency user accounts and the agency may be non-compliant with HUD and/or other funding regulations.

Agencies **MUST** have:

- A secure broadband Internet connection.
- Wi-Fi is acceptable, **if** the connection is protected by a network security code.

All Workstations at the participating agency that access the AZBOSCOG HMIS **must** have:

- Memory minimums:
  - ✓ If Win7 - 2 Gig minimum; 4 Gig recommended.
  - ✓ If Vista - 2 Gig minimum.
- Monitor:
  - ✓ Screen Display - 1024 by 768 (XGA) or higher (1280 by 768 strongly advised).
- Processor:
  - ✓ A Dual-Core processor.
- Browser:
  - ✓ Firefox is recommended.
  - ✓ Chrome is an alternate.
  - ✓ Internet Explorer is an alternate.

- Password Protected Workstation:
  - ✓ All workstations **must** be manually locked by the user if a licensed user leaves a workstation when ServicePoint is active. The system will automatically lock after fifteen (15) minutes of inactivity.
  
- Current and Active Security:
  - ✓ Real-time antivirus scanning.
  - ✓ Manual virus scanning.
  - ✓ Automatic virus removal.
  - ✓ USB virus scanning.
  - ✓ Anti-spyware.
  - ✓ A firewall.
  - ✓ Anti-phishing.
  - ✓ Anti-spam.

### Records Management

**Policy:** The participating agency must maintain appropriate documentation of any client Release of Information records obtained in a secure location for a period of five (5) years after the last date of client service and assure their subsequent destruction by shredding. In addition, agencies must keep Agency Profile Forms, Agency Partnership Agreements, grievance documentation, and all other HMIS related documentation in a secure location for a period of five (5) years.

**Procedure:** Records must be made available to the client, upon written request, within fourteen (14) business days. Compliance monitoring is completed by ADOH, as requested by funders or required by regulation. Agencies will be required to show proof of compliance with the above policy at time of compliance monitoring. Failure to comply will result in deactivation of all agency user accounts and the agency may be non-compliant with HUD and/or other funding regulations.

### Privacy Management

**Policy:** Agencies will be solely responsible for ensuring clients understand privacy. With the exception of agencies providing services solely to children and youth, all agencies must obtain a signed Release of Information form from each adult client before entering data into the AZBOSCOG HMIS. All HMIS agencies must post a Privacy Notice at all intake locations. A copy of the Privacy Notice will be made available to all clients at the client's request.

**Procedure:** A copy of the Privacy Notice and the current Release of Information form can be found at [www.azhousing.gov](http://www.azhousing.gov). The Release of Information Form will be in effect for one (1) year from the date of signing. A new Release of Information Form must be signed annually or when a client re-enters a project for all projects except those serving solely children and youth.

Compliance monitoring is completed by ADOH, as requested by funders or required by regulation. Agencies will be required to show proof of compliance with above policy at time of compliance monitoring. Failure to comply will result in deactivation of all agency user accounts and the agency may be non-compliant with HUD and/or other funding regulations.

### Data Sharing

**Policy:** Data sharing among participating AZBOSCOC HMIS agencies happens when a client agrees to have their information shared.

**Procedure:** All projects, with exception of HOPWA and RHY, will have the opportunity to share data for client-level data. Data sharing is solely dependent on the client. No client information is shared in AZBOSCOC HMIS until the participating agency enters the ROI stating that “Yes” the client agrees to share their information.

### **Executive Director**

The Executive Director or his/her designee is responsible for ensuring their agency and all licensed users within their agency abide by all COC established regulations, standards, policies, and procedures in regards to the AZBOSCOC HMIS and clients’ rights.

### Documentation

**Policy:** Before any agency user is given access to the AZBOSCOC HMIS, the Executive Director, or his/her designee, must complete and submit the necessary original documentation to ADOH.

**Procedure:** The Executive Director or his/her designee **must read, understand, and sign** the AZBOSCOC HMIS Partnership Agreement. The Agency Profile should be reviewed annually and updated when a change occurs.

In addition, the Executive Director must comply with applicable funding agreement requirements regarding the AZBOSCOC HMIS participation. Original documents should be returned to ADOH by U.S. Postal Service at:

Arizona Department of Housing  
Attn: Glennifer Mosher  
1110 West Washington Street, #280  
Phoenix, AZ 85007

Failure to comply will result in deactivation of all agency user accounts and the agency may be non-compliant with HUD and/or other funding regulations.

### **Ultimately Responsible**

**Policy:** The Executive Director or his/her designee is the person ultimately responsible for compliance with all policies and procedures in this manual; which includes but is not limited to: knowledge and understanding of client rights, grievance procedures, data sharing, agencies security, and all actions and work conducted by licensed users in their agency, including those no longer employed at their agency.

**Procedure:** The Executive Director must verify and sign all reports or information distributed by their agency for submission or publications. The Executive Director or his/her designee must notify ADOH within twenty-four (24) hours if a user should be removed from the AZBOSCOC HMIS by emailing [Glennifer.Mosher@azhousing.gov](mailto:Glennifer.Mosher@azhousing.gov) or calling (602) 771-1017.

The Executive Director or his/her designee must complete the Annual Progress Report and submit to ADOH annually or upon request. The Executive Director must verify and sign all client requests for information or grievances prior to the release of information to the client and adhere to any additional requirements that may be deemed necessary by the funder or the COC. The Executive Director is responsible for ensuring that all HMIS users comply with the Code of Ethics agreement.

Agencies with users who fail to comply with the Code of Ethics agreement may be suspended from the AZBOSCOC HMIS. Failure to comply may result in deactivation of all agency user accounts and the agency may be non-compliant with HUD and/or other funding regulations.

### **Agency Administrator**

An Agency Administrator is the liaison between ADOH/System Administrator and all other agency users. Agency Administrators will be given the role of "Agency Administrator" in the AZBOSCOC HMIS.

All Agency Administrators must have an e-mail address that is valid and up-to-date and act as the single point of communication between ADOH/System Administrator and all other agency users.

### System Management

**Policy:** Agency Administrators will assist, as needed, the System Administrator in report development and testing custom reports requested by the agency. Agency Administrators will also be responsible for disseminating all information to users within their agency.

**Procedure:** Agency Administrators will be made aware via e-mail from the System Administrator of all upcoming system and reporting changes. Agency Administrators are required to test and comment on all custom reports requested by the agency to the AZBOSCOG HMIS Help Desk at [HMISsupport@CIR.org](mailto:HMISsupport@CIR.org).

If a response from the Agency Administrator is needed, ADOH or the System Administrator will provide a deadline date for response, which will be no less than five (5) business days and no more than twenty (20) business days. The System Administrator will make the Agency Administrators aware when the final changes are implemented in the AZBOSCOG HMIS or ART reporting software. **Agency Administrators will disseminate system and reporting changes to all other users within their agency within three (3) business days of final change.**

### Agency Management

**Policy:** The Agency Administrator(s) will be the sole user(s) able and responsible for updating, correcting and maintaining the provider information in the AZBOSCOG HMIS.

**Procedure:** Agency Administrators will have the ability, in the AZBOSCOG HMIS, to change and update information regarding their agency and all projects for their agency. Agency Administrators will verify this information quarterly and make changes as necessary. Failure to comply by maintaining correct agency and project information in the AZBOSCOG HMIS may result in suspension of all agency licenses until corrections are made.

### Report Management

**Policy:** Agency Administrators are responsible for supplying the Executive Director or his/her designee with all required reports and/or information for verification and signature in a timely manner prior to submission.

**Procedure:** Agency Administrators will have knowledge and understanding of reports and due dates for submission or publication and the appropriate person/agency for submission.

### Training

**Policy:** Agency Administrators have been selected by the Executive Director or his/her designee as the staff member with the skills beyond that of a basic user. Agency Administrators will be required to attend a separate training at least one (1) time per year (twelve (12) months) or as needed/requested by ADOH.

**Procedure:** One (1) hour trainings will be scheduled throughout the calendar year by the System Administrator for Agency Administrators. The System Administrator may select topics in consultation with ADOH and/or based on evaluation of the AZBOSCOC HMIS FAQs on the Help Desk. Users are responsible for checking dates, times and class agendas on the System News in ServicePoint. Failure to comply with continuing education of the AZBOSCOC HMIS may result in suspension of the user's Agency Administrator status until requirements have been fulfilled.

### **User**

A licensed AZBOSCOC HMIS user is responsible for ensuring their agency's client-level data is entered correctly and complies with all client rights, confidentiality and data sharing in compliance with COC regulations, standards, policies and procedures. Users will be assigned an appropriate user role in the AZBOSCOC HMIS.

### Client-Level Data

**Policy:** Users will not knowingly enter false or misleading information under any circumstances into AZBOSCOC HMIS regarding the agency, project, or client.

**Procedure:** Users will submit all reports and/or information to the Agency Administrator/Executive Director for verification prior to submission to ADOH or the System Administrator. ADOH or the System Administrator will analyze and verify all data contained in reports and/or information prior to final submission and/or publication. If issues concerning client-level data are raised, the System Administrator may conduct an audit and ask ADOH for a monitoring site visit. Failure of an agency or user to comply or proof of violation can result in deactivation of the user's license permanently.

### Ethical Data Use

**Policy:** Data contained in the AZBOSCOC HMIS will only be used to support the delivery of homeless and housing services. Each AZBOSCOC HMIS licensed user will affirm the principles of ethical data use and client confidentiality contained in the AZBOSCOC HMIS Policies and Procedures Manual and the AZBOSCOC HMIS Code of Ethics Form.

**Procedure:** Users will sign an AZBOSCOC HMIS Code of Ethics Form before being given access to the AZBOSCOC HMIS. Any individual or participating agency misusing, or attempting to misuse, the AZBOSCOC HMIS will be denied access. Without limitation the failure to comply with the policies and procedures related to the AZBOSCOC HMIS, may subject the agency to discipline and termination of access to the AZBOSCOC HMIS and/or termination of other ADOH contracts. Other funders will be notified by ADOH of failure to comply.

### Data Sharing

**Policy:** At no time shall a licensed user alter, change, or delete other agency's data when participating in data sharing.

**Procedure:** If at any time, client data is in question/conflicting, the AZBOSCOC HMIS users **must**: 1) contact his/her own Agency Administrator and explain the data in question; and 2) either contact the agency that originally entered the data to receive clarification or ask the Agency Administrator to contact the agency that originally entered the data. If a resolution or conclusion cannot be reached between the two (2) users, the Executive Directors or designees of both agencies must come to a resolution regarding correct data entry. At any time, ADOH or the System Administrator can be requested, in written form, to analyze audit trails for investigative purposes. If a resolution cannot be determined by the Executive Directors or designees of both agencies, one will be determined by ADOH.

### Client Release of Information

**Policy:** Users are the first to safeguard client privacy through compliance with client confidentiality and data sharing policies.

**Procedure:** Users in all agencies with the exception of those that provide services to Run-Away and Homeless Youth must obtain a signed Client Acknowledgement Form for each client prior to entering data into AZBOSCOC HMIS. This can be a release or denial of sharing. If a client denies sharing, the user **must** contact ADOH or System Administrator prior to entering client-level data into the AZBOSCOC HMIS. The Client Acknowledgement Form and the Release of Information Form are in effect for one (1) year from the date of signing. Users **must** verify that the Release of Information entered into the AZBOSCOC HMIS has not expired for the project prior to entering client-level data into the AZBOSCOC HMIS or updating information in the AZBOSCOC HMIS. If the Client Acknowledgement and/or Release of Information has expired, the user **must** obtain a new release prior to updating records. Signed Release of Information forms **must** be secure and retained for five (5) years from the date of the last service for the client.

### ***Initial Training***

**Policy:** All new users must have training with the System Administrator before entering data into HMIS. The System Administrator and agency requesting new user access will determine training date(s) within forty-eight (48) hours of user request for access to the system. Training must be completed within thirty (30) days of requesting HMIS user status.

**Procedure:** System Administrator will conduct trainings each month of the calendar year, except December, for new users. Users must attend at least one (1) training prior to completing assigned tasks for course completion. If the user is unable to attend, a twenty-four (24) hour notice **must** be given to System Administrator. The System Administrator shall provide at least thirty (30) days advance notice of training opportunities. In some cases, shorter notice may be given in consultation with ADOH.

### ***Continued Education Training***

**Policy:** Users must attend at least one (1) AZBOSCOC HMIS Refresher Training course every year (twelve (12) months) to have the continuing skill set for data collection and reporting.

**Procedure:** ADOH and System Administrator will schedule training options throughout the year and publish information on the System News, as well as send notices directly to users. System Administrator shall provide at least thirty (30) days advance notice of training opportunities. In some cases, shorter notice may be given with consultation with ADOH.

### ***Data Standards***

**Policy:** Users must enter all data into the AZBOSCOC HMIS in accordance with the current HUD HMIS Data Standards and the ADOH Data Quality Policy and Procedures.

**Procedure:** Users must review and understand the most current HUD HMIS Data Standards and the HUD HMIS Data Standards: HMIS Data Dictionary available at <https://www.hudexchange.info/>. Users must review and understand the most current ADOH Data Quality Policies and Procedures available on the ADOH website at [www.housing.az.gov](http://www.housing.az.gov). Failure to comply with these standards will result in the user's license being suspended by ADOH until further investigation or training can take place.

### **Clients**

AZBOSCOC HMIS is a vehicle for information to be passed from agency to agency regarding client information, services, and referrals. The AZBOSCOC HMIS is geared to save clients time in re-telling

their “story” and providing documentation. At no time should a client’s rights, confidentiality or requests be violated.

### Denial of Service

**Policy:** No client shall be denied a service for failure to release information for data sharing purposes or refusal to answer informational questions not required for service eligibility screening.

**Procedure:** Prior to collecting client-identifying information by the agency, clients **must** first sign the Release of Information form, acknowledging their request to share or deny sharing of information. If the client is returning to the HMIS system after an absence, client data must be reviewed and updated.

### Access to Data

**Policy:** Clients may have access to their data at any time and can ask for detailed explanation of the information given to them.

**Procedure:** Clients may request a printed report of their data in the AZBOSCOG HMIS from an agency. Requests for data must be made in writing. Agencies will **only** print and distribute information collected by their agency and not all the client’s data entered by other agencies and stored in the AZBOSCOG HMIS. Agencies must comply with client’s request within fourteen (14) business days. Clients can ask for and receive a verbal or written explanation of the report given to them by the agency within seven (7) business days of receipt. Clients may request, in writing and including a self-addressed envelope, a printed report from ADOH containing all their data in the AZBOSCOG HMIS. ADOH will have thirty (30) days to respond to such requests. Clients can ask for and receive a verbal or written explanation of the report given to them by ADOH within seven (7) business days of receipt.

### Changing Information

**Policy:** Clients may request that agencies update incomplete and/or incorrect data. However, if an agency believes the request will result in inaccurate data, the agency may deny the request.

**Procedure:** If the agency chooses not to update the client’s information, they must supplement their decision with additional information within the client notes section of the AZBOSCOG HMIS client record within seven (7) business days of request. Agencies **must** give a written explanation of the decision, which will be copied to the client’s file within five (5) business days of decision. When an agency denies a client’s request for updating

their information, agencies must have a written explanation for refusal in client file within five (5) business days of denial.

### Denial of Access

**Policy:** Agencies and ADOH reserve the right to deny a client's request to release his/her information if the information is being compiled in reasonable anticipation of litigation or comparable proceedings, contains personal information about another individual not related to the client and/or by disclosure would possibly endanger the life or physical safety of any individual.

### Educating Clients of Privacy Rights

**Policy:** The client intake worker, user, or case worker will work with the clients to understand their privacy rights, benefits of sharing data and what their data is used for once entered into the AZBOSCOC HMIS.

**Procedure:** The Executive Director or his/her designee will ensure that a "Privacy Notice" is posted in an area that is clearly visible to the client. The client must be informed of his/her rights under the privacy policy and should receive a copy of the policy, if requested. The client intake worker, user, and case worker will be knowledgeable regarding data sharing policies, release of information policies, and how to enter client-level data at the right confidentiality level in the AZBOSCOC HMIS. ADOH is not liable for client-level data that has been entered into the AZBOSCOC HMIS by a user in which the client's right to privacy was violated.

## COMMUNICATION

### **From ADOH and System Administrator**

**Policy:** ADOH is responsible for relevant and timely communication with each participating agency, regarding all aspects of the AZBOSCOC HMIS, reporting and data standards. All users **must** provide contact information to receive HMIS communication.

**Procedure:** Neither ADOH nor the System Administrator is responsible for a participating agency's loss of funds due to their negligence in adhering to any updated regulations regarding reporting and data collection. General system and training communications from ADOH and/or the System Administrator will be directed to all persons enrolled in ADOH's HMIS End User distribution list. General communications from ADOH and/or System Administrator will be sent through e-mail communication. Specific communications will be addressed to the person or people involved by direct e-mail

communication. For emergency situations, communications will be directed through direct e-mail and the ServicePoint News system located on the home screen of the AZBOSCOC HMIS.

All FAQs, tip sheets, documentation, policies, procedures, reporting matrix and general help will be located on the ADOH website, [www.azhousing.gov](http://www.azhousing.gov), the System Administrator website, [www.211Arizona.org](http://www.211Arizona.org), and the home screen of the AZBOSCOC HMIS. Agency Administrators are responsible for distributing that information to any additional users at their agency who may need to receive it, including, but not limited to, Executive Directors, client intake workers and data entry specialists.

### **To ADOH and/or System Administrator**

**Policy:** Questions regarding new users, Code of Ethics agreements, Agency Profile forms, and Agency Partnership Agreements should be submitted to ADOH by email to [Glennifer.Mosher@azhousing.gov](mailto:Glennifer.Mosher@azhousing.gov). Special reports requiring the System Administrator to adapt or create a report within ServicePoint must be submitted through the ADOH. Users may submit HMIS questions to ADOH or through the HMIS help desk at [HMISsupport@CIR.org](mailto:HMISsupport@CIR.org).

**Procedure:** To receive the best customer service from the System Administrator, agencies are encouraged to utilize the help desk at [HMISsupport@CIR.org](mailto:HMISsupport@CIR.org) or call the help desk at (602) 908-3605. The goal of ADOH and the System Administrator is to respond to all needs within one (1) business day of first contact.

### **AZBOSCOC HMIS Help Desk**

**Policy:** The System Administrator maintains Help Desk support for assistance on requests including report issues, requests for system enhancements, technical support, helpful hints, training tips, documentation to download, password reset requests, etc.

**Procedure:** The HMIS Help Desk is available from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding CIR observed holidays. Help requests will be addressed in the order of receipt. Help requests will be addressed within twenty-four (24) business hours. All Help Desk requests received after 4:30 p.m. may be addressed the next business day. To receive the most complete response, requests asking for help to identify or resolve issues with reports **should** have the report in question attached to the request.

## ACCESS

### ADOH and System Administrator

**Policy:** ADOH and the System Administrator will have access to retrieve all data in the AZBOSCOC HMIS. ADOH and the System Administrator will not access individual client-level data for purposes other than direct client service-related activities, coordinated assessment, referral, reporting and maintenance, checking for data quality and responding to Help Desk requests.

**Procedure:** ADOH will be responsible for ensuring that no individual client data is retrieved for purposes other than direct client service, reporting, system maintenance, performing data quality checks and responding to Help Desk requests. ADOH will oversee all reporting to HUD and the public.

All special research requests must be approved by ADOH in coordination with requesting agency. Reports necessary for funding agreements (Annual Performance Reports, Consolidated Annual Performance and Evaluation Reports) may be run at the request of the agency or the request of a federal or state partnering agency. Reports containing system-wide information or county/regional information must receive prior approval by ADOH before System Administrator runs and/or provides the report.

### Agency Administrators

**Policy:** Agency Administrators will have the ability to access client-level data in all of their agency projects.

**Procedure:** Participating agency's designated Agency Administrator will have the ability to locate, change, add or remove client-level data from their agency's projects. The Agency Administrator will be able to generate reports for all of their agency's projects. The Agency Administrator will have access to the Annual Homeless Assessment Report. The Agency Administrator will have access to the Provider Information Profile section of the AZBOSCOC HMIS and will have the ability to change information located within their agency's projects.

### User Access

**Policy:** AZBOSCOC HMIS System Administrator will assign the most restrictive security settings to all other users not assigned as an Agency Administrator by the Executive Director.

**Procedure:** AZBOSCOC HMIS System Administrator, in consultation with the agency Executive Director, will assign appropriate user levels when adding or changing user access. Users will not have the ability to delete or change another project's client-level data. Users will not always have the ability to generate reports for any and all agency projects based on types of user roles. AZBOSCOC HMIS System Administrator will always assign the most restrictive access which allows efficient job performance in the interest of client security.

### Public Access

**Policy:** ADOH, under the direction of the ADOH Legal Department, will address all requests for data from entities other than participating AZBOSCOC HMIS. The public is not given access at any time.

**Procedure:** The AZBOSCOC HMIS can enter into data sharing agreement with outside organizations under contract with ADOH for:

- Research
- Data Matching
- Evaluation of Services/Planning.

Contracts must include a Data Sharing Agreement. Data Sharing Agreements will require that all parties certify that they will adhere to the strict standards of protecting client-level data employed by the AZBOSCOC HMIS. All AZBOSCOC HMIS-participating agencies will be notified in writing if and when ADOH is considering a contract with an outside organization at least thirty (30) days prior to execution of the contract. All public requests for information must be made in writing to ADOH. ADOH will issue periodic public reports and aggregate data about homelessness and housing issues with no previous notice to participating AZBOSCOC HMIS agencies. Such public reports will not reveal identifying information about clients.

## SECURITY

### **Bowman Systems**

#### System Security

**Policy:** ServicePoint is supported by the most powerful system security measures available. Using 128-bit encryption, user authentication, and user access levels, ServicePoint ensures that data is protected from intrusion.

**Procedure:** Bowman Systems' employees, who have access to client-level data, are subject to a national background check, training on confidentiality requirements and must sign a

confidentiality statement as part of their employee agreement. The system function logs the time and type of activity, as well as the name of the user who viewed, added, edited, or deleted the information.

Servers are located in complexes with:

- Twenty- four (24) hour security personnel.
- Twenty- four (24) hour video surveillance.
- Dedicated and secured Data Center.
- Locked down twenty- four (24) hours per day.
- Only accessible by management-controlled key.
- No access is permitted to cleaning staff.
- State-of-the-art HVAC and fire suppression system.

### Data Security

**Policy:** Bowman Systems ensures availability of customer data in the event of a system failure or malicious access by creating and storing redundant records. All data going across the Internet to the user's Web browser uses AES-256 encryption in conjunction with RSA 2048-bit key lengths.

**Procedure:** The traffic that flows between the server and the user's workstation is encrypted using the SSL certificate installed on ADOH's dedicated server. Database tape backups are performed nightly. Tape backups are maintained in secure offsite storage. Seven (7) days' backup history is stored on instantly accessible Raid 10 storage. One (1) month's backup history stored offsite. Users have twenty-four/seven (24/7) access to Bowman Systems emergency line to provide assistance related to outages or downtime.

### Unauthorized Access

**Policy:** If an unauthorized entity were to gain access to the AZBOSCOC HMIS and client data, or if there were suspicion of probable access, the System Administrator and Bowman Systems will take immediate action to protect the security of the system. Bowman Systems will adhere to the "Securing Client Data" manual (Attachment D).

**Procedure:** The system would be examined to determine the presence of system or data corruption. If the system has been compromised, the system would be taken offline. Using the previous night's backup, a restored copy of the system data would be loaded onto another server and the system brought back online with the back-up copy. Comparing the back-up database to the database taken offline, an investigation would be launched to determine the extent of the unauthorized activity/corruption and the corrective action needed. Upon completion of the investigation, findings would be reported to ADOH

and options would be discussed. Upon ADOH's approval, corrective action would be initiated. Corrective action could include all or part of the following:

- The original hard drive would be completely erased and rebuilt, including a new operating system, SSL Certificate, applications and the back-up database.
- If applicable and feasible, lost data from the original database would be restored.

If Bowman Systems or its employees are determined to be at fault for unauthorized access, ADOH may terminate the ServicePoint License and Service Agreement and pursue legal remedies.

### **Licensed Users**

A licensed user is a person who has signed and submitted an AZBOSCOC HMIS Code of Ethics Agreement and it is still in effect for the current year. When ADOH is not notified of their termination from the agency within twenty-four (24) hours of termination, neither Bowman Systems, ADOH, nor the System Administrator will be liable for actions of a former agency employee with an active license. The Agency shall be liable and ADOH may terminate access to the AZBOSCOC HMIS and/or terminate ADOH contracts if it determines that the Agency acted carelessly in managing their licensed users.

### **User Access**

**Policy:** The System Administrator will provide unique usernames and initial passwords to each licensed user. Usernames and passwords may not be exchanged or shared with other users.

**Procedure:** The System Administrator will provide directly to the user a unique username and initial password upon completion of training requirements as stated in this manual. ADOH will have access to the list of usernames. ADOH will perform an annual user audit for invoicing and licensing proposes. The sharing of usernames will be considered a breach of the AZBOSCOC HMIS User Agreement and the Partnership Agreement. Exchanging usernames seriously compromises security and accountability to clients. If a breach occurs, it may subject the agency to discipline and termination of access to the AZBOSCOC HMIS and/or termination of other ADOH contracts.

### **Passwords**

**Policy:** Users will have access to the AZBOSCOC HMIS via a username and password. Passwords will expire every forty-five (45) days. Passwords are case sensitive and must consist of at least eight (8) characters and include at least two (2) digits. Users must keep passwords confidential. Only the user knows his/her password. ADOH and the System Administrators can only reset passwords. They cannot tell the user their password.

**Procedure:** On the 45<sup>th</sup> day or when the user next logs in, the system will require the user to create a new password and enter it twice before accessing the database.

The sharing of passwords will be considered a breach of the AZBOSCOC HMIS User Agreement. If a breach occurs, ADOH may subject the agency to discipline and termination of access to the AZBOSCOC HMIS and/or termination of ADOH contracts.

### Password Recovery

**Policy:** Agency Administrators may reset passwords. If the Agency Administrator is unavailable or otherwise unable to reset a password for an end user, ADOH, or the System Administrator will reset a user's password in the event the password is forgotten.

**Procedure:** Users must request a password reset by submitting a request to the AZBOSCOC HMIS Help Desk at [HMISsupport@cir.org](mailto:HMISsupport@cir.org) or by calling the Help Desk at (602) 908-3605 or contacting ADOH at [Glennifer.Mosher@azhousing.gov](mailto:Glennifer.Mosher@azhousing.gov) or (602) 771-1017.

ADOH or the System Administrator will verify the user is active in the system prior to resetting a password. The reset information will be sent back to the user via the Help Desk or ADOH. The user must enter the password given. The system will only accept this password one time. The system will require the user to create a new password and enter it twice before accessing the database.

## Location of Data Access

### Remote Access

**Policy:** Users will ensure the confidentiality of client data, following all security policies in the AZBOSCOC HMIS Policies and Procedures Manual and adhering to the standards of ethical data use, regardless of the location of the connecting computer. The Executive Director has the responsibility to assure the user is in compliance with this and all other policies, procedures, agreements, and rules governing the AZBOSCOC HMIS.

All users that access the AZBOSCOC HMIS remotely must meet the standards detailed in the security policies and procedures and may only access it for activities directly related to their job. Users may not access the system from unsecured networks (for example: coffee shops, restaurants, libraries and other public places).

Examples of Remote Access:

- Personal laptops that were not purchased by the agency.

- Access to the AZBOSCOC HMIS on a network other than that of the agency.
- Private home desktops.

**Procedure:** ADOH may annually audit remote access by AZBOSCOC HMIS users. If a user is found to have accessed the AZBOSCOC HMIS through an unsecured network, the user license will be immediately suspended. ADOH may impose additional sanctions on the agency including termination of access to the AZBOSCOC HMIS and/or termination of ADOH contracts.

## Agency Data

### Data Retrieval

**Policy:** AZBOSCOC HMIS-participating agencies will have access to retrieve any individual client-level data and aggregate data for their own projects. Participating agencies will not have access to retrieve client-level or aggregate data for other participating agencies or system-wide.

**Procedure:** Agency Administrators using the ServicePoint Report Writer or ART will only be able to extract data from those records to which they have access based on their level of security given by ADOH and/or the System Administrator. Whenever a user attempts to access an aggregate report for an unauthorized agency, the report will show "0". Both Report Writer and ART will limit the user access and only report data from records to which the individual user has access.

### Extracted Data

**Policy:** AZBOSCOC HMIS-participating agencies have access to retrieve any individual client-level data and aggregate data for their own projects and download the information onto a local storage vessel. Users will maintain the security of any client data extracted from the database and stored locally, including data used in custom reporting.

**Procedure:** Any data printed or downloaded from AZBOSCOC HMIS is protected data and should be held in secured paper or electronic files. All extracted data falls within the same confidentiality procedures as electronically-stored data. ADOH and the System Administrator are not responsible for breaches in data once removed from the AZBOSCOC HMIS. If a licensed user extracts data, the participating agency for which the licensed user works is responsible for any data breach on data extracted by the user.

### Compliance Security Review

**Policy:** AZBOSCOC HMIS-participating agencies are subject to random or scheduled compliance monitoring checks completed by ADOH.

**Procedure:** All agencies will be desk-monitored at least once a year for security risks and compliance with documentation. On-site monitoring will be conducted at least once yearly for agencies under contract with ADOH. Agencies not under contract with ADOH will be monitored if they are deemed to be a high or medium security risk based on the annual desk monitoring.

## **AZBOSCOC HMIS DATA SHARING**

Agencies are able to share client information with agencies outside of their network with appropriate client authorization. The AZBOSCOC HMIS is a vehicle through which agencies can share data outside of their own agency and network. Statewide reporting is based on aggregate, non-identifying data; therefore, aggregate, non-identifying data may be shared with the public without specific permission. These policies would be made clear to clients as part of the Release of Information form. To comply with coordinated assessment required by HUD, AZBOSCOC will share the VI-SPDAT and the VI-F-SPDAT with all AZBOSCOC participating agencies. ADOH will require that agencies attend training on the use of the VI-SPDAT and the VI-F-SPDAT.

**Policy:** All agencies and projects, with exception of HOPWA, domestic violence service providers, RHY, and those that fall within Federal regulations prohibiting not sharing client information, will share client-level data with other AZBOSCOC HMIS-participating agencies through the client's Release of Information form.

**Procedure:** The participating agency's Executive Director is responsible for ensuring that all licensed users within the agency abide by all the policies and procedures stated within all signed documents including the sharing of data. All clients must have a valid Release of Information form in their case file prior to users entering client-level data into the AZBOSCOC HMIS to indicate either approval or denial of sharing their data.

### **Visibility Settings**

**Policy:** All data sharing policies will be enforced by ADOH.

**Procedure:** Each user's access to data will be defined by their user type, as described in the Access section of this manual. ADOH will conduct at least annual file checks for appropriate

client authorization. The System Administrator will conduct quarterly user audit reports and submit reports to ADOH.

### **Scanned Document Management**

**Policy:** ADOH is responsible for organization and management of the AZBOSCOC HMIS. It is necessary to follow standardized procedures to upload documents to ensure uploaded information is useable system-wide.

**Procedure:** Documents uploaded to a client's record must have the naming standards of:

- Client ID#, Document Title, Date Saved

Example: 123456, Homeless Verification, 11/20/2013

File attachments may only be uploaded to the client profile screen under "File Attachments". Users may never remove documents of another agency and may only remove theirs when uploading an updated version. Unless otherwise noted by client denial, all file attachments will be shared by agencies sharing data.

### **Data Shared Information**

**Policy:** All client information in AZBOSCOC HMIS is locked down and not shared until the agency enters the ROI and indicates whether the client gives permission or not.

**Procedure:** An ROI is required for each project that the client is receiving access to services. Since all clients served by a participating AZBOSCOC project is required to enter a Coordinated Entry assessment, there has to be a corresponding Coordinated Entry ROI. Then the project serving the client also requires a corresponding ROI. The client needs to sign only one Release of Information form but the agency has to enter a separate ROI for each entry into AZBOSCOC HMIS in order data to share correctly and for reports to be able to pull correct data. Agencies are responsible to make sure that the client understands the importance of sharing their data for more efficient servicing of their needs especially for Coordinated Entry.

### **Data Quality**

The data standards established by HUD and ADOH are applied to all projects reporting client-level data in the AZBOSCOC HMIS. At no time do standards increase or decrease with the source of funding for the project. To have correct, accurate, and reliable reporting in a timely manner, all projects **must** adhere to the policies and procedures established. Please refer to the [Arizona Balance of State Continuum of Care Data Quality Plan](#) available on the ADOH website at:

[https://housing.az.gov/sites/default/files/documents/files/BOS\\_Data\\_Quality\\_Plan\\_060315.pdf](https://housing.az.gov/sites/default/files/documents/files/BOS_Data_Quality_Plan_060315.pdf)

and the [HMIS Data Standards Manual](#) and [HMIS Data Standards: HMIS Data Dictionary](#) available on the HUD website <https://www.hudexchange/info/>.

### License Suspension and/or Replacement

**Policy:** At any time, ADOH reserves the right to suspend a user's license if a user is having difficulty entering client-level data and providing accurate reports. ADOH and the System Administrator can recommend and require the Executive Director to assign a different staff member or volunteer to attend training and enter client-level data.

### Violation of Data Quality and Integrity

**Policy:** In its discretion, ADOH may hold funds or deduct points on future grant applications for agencies that violate the data quality policies and procedures.

**Procedure:** Such action will be conducted in accordance with the ADOH AZBOSCOC Policies and Procedures Manual.

## LICENSING AND INVOICING

To carry out its responsibilities as the Lead Agency for the AZBOSCOC HMIS, ADOH has secured funding through the COC project funds. By seeking to maximize these resources, ADOH has been able to provide ServicePoint to BOS COC users free of charge and keep fees at an affordable level to partnering agencies. Agencies that receive federal funds and are required through their funding agency to participate in AZBOSCOC HMIS but do not receive funds through the AZBOSCOC may be required to pay license fees and a nominal data collection fee to help cover the costs of handling data that is analyzed and combined with AZBOSCOC HMIS data for reporting.

### Annual Invoice

**Policy:** ADOH will send an invoice to each Executive Director of each agency or the appropriate staff at a partnering federal or state agency.

**Procedure:** Notices will be sent via email and/or postal service. Payments are due within thirty (30) days of receipt of invoice. Late fees may be assessed. Non-payment licenses may be suspended by ADOH. ADOH will make all project representatives aware of agencies that have had their user licenses suspended. All grant funds may be held for all components until payment is made to ADOH, if applicable.

### Pro-Rated License

**Policy:** Executive Directors will be invoiced on a pro-rated basis for users that are licensed during the calendar year.

**Procedure:** ADOH will use the following formula to determine the amount that should be charged for the license:

- Total price/12 = price per month;
- Price per month x number of full months remaining in the year = price for pro-rated balance of year;
- Count the number of days left in the month;
- Price per month/number of days in month = price per day;
- Number of days left in month x price per day = price for that pro-rated month;
- Price for pro-rated month + price for pro-rated balance of year = total of user license.

Payment **must** be received by ADOH within thirty (30) days of activation. If the payment is not received, the new user license may be suspended by ADOH. ADOH reserves the right to mandate follow-up training for the new user prior to reactivation.

## GRIEVANCES

### From a Participating Agency or Client to ADOH or the AZBOSCOC HMIS

**Policy:** AZBOSCOC HMIS-participating agencies have the right to file a grievance against ADOH. Clients have the right to file a grievance against a participating agency regarding the AZBOSCOC HMIS.

**Procedure:** ADOH will respond within thirty (30) days to complaints from families, owners, employees and members of the public. All complaints must be submitted in writing and will be documented.

- Categories of Complaints
  - ✓ Complaints from clients: a client disagrees with an action or inaction of ADOH or System Administrator.
  - ✓ Complaints from participating agencies or other HUD-funded programs: an AZBOSCOC HMIS-participating agency, a HUD-funded program or other federal-funded program disagrees with an action or inaction of ADOH and/or System Administrator.

The complaining party will submit the complaint in writing to ADOH's Special Needs Programs Administrator within seven (7) business days of the date of occurrence. It is ADOH's objective to resolve disputes at the lowest level possible and to make every effort to avoid the most severe remedies. However, if this is not possible, ADOH will ensure that applicants and participants will receive all of the protections and rights afforded by the law and applicable regulations.

## **PARTICIPATION TERMINATION**

### **Initiated by the Participating Agency**

**Policy:** The termination of the AZBOSCOC HMIS Partnership Agreement by the participating agency will affect other contractual relationships with ADOH. In the event of termination of the AZBOSCOC HMIS Partnership Agreement, all data entered into the AZBOSCOC HMIS will remain an active part of the AZBOSCOC HMIS and the records will retain their original security settings.

**Procedure:** HUD-funded agencies are required to participate in the AZBOSCOC HMIS or a comparable database as a condition of their funding. For those that are terminating their contract with the AZBOSCOC HMIS, this will be addressed in the context of the larger Agency Grant Agreement by ADOH. For those participating agencies that are non-HUD-funded, the person signing the initiating AZBOSCOC HMIS Partnership Agreement will notify ADOH with a date of termination in writing. In all cases of termination of the AZBOSCOC HMIS Partnership Agreement, the System Administrator or ADOH will deactivate all users from the agency on the date of termination stated by the agency. All client-level data entered into the AZBOSCOC HMIS will remain an active part of the AZBOSCOC HMIS and the records will retain their original security settings.

### **Initiated by ADOH**

**Policy:** ADOH will terminate the AZBOSCOC HMIS Partnership Agreement for non-compliance with the terms of that agreement.

**Procedure:** HUD-funded agencies that work with the homeless are required to participate in the AZBOSCOC HMIS. For those that are terminated, this will be addressed in the context of the larger Agency Grant Agreement by ADOH. For those participating agencies that are non-HUD-funded, ADOH will notify the person that signed the initiating AZBOSCOC HMIS Partnership Agreement or that person's successor, with a date of termination in writing. ADOH will give thirty (30) days written notice to the agency, regardless of funding source, to the attention of the person who initiated the agreement or their successor. ADOH requires any AZBOSCOC HMIS violations to be rectified before the AZBOSCOC HMIS Partnership Agreement termination is final. ADOH may also terminate the AZBOSCOC HMIS Partnership Agreement without cause upon thirty (30) days written notice to the participating agency. The termination of the AZBOSCOC HMIS Partnership Agreement may affect other contractual relationships with ADOH.

In all cases of termination of the AZBOSCOC HMIS Partnership Agreement, ADOH will notify the System Administrator to make inactive all users from the agency on the date

of termination. All client-level data entered into the AZBOSCOC HMIS will remain an active part of the AZBOSCOC HMIS, and the records will retain their original security settings.

## PROJECTS IN AZBOSCOC HMIS

### Adding a New Project in AZBOSCOC HMIS by Participating Agency

**Policy:** The Executive Director or his/her designee will notify ADOH thirty (30) days prior to implementation of a new project.

**Procedure:** At least thirty (30) days prior to anticipated implementation date, the Executive Director or his/her designee will submit an Agency Profile form to ADOH. Being a newly-added project in the AZBOSCOC HMIS, the following standard formula is used when creating a name within AZBOSCOC HMIS:

- Parent Agency - Project Name - Funding Source - Type of Service - COC  
✓ Example: *Johnson County CAP - Joe's House Step Two – COC – TH - BOS*

### Changes to Existing Projects in AZBOSCOC HMIS

**Policy:** The Executive Director or his/her designee will notify ADOH of programmatic changes.

**Procedure:** The Executive Director or his/her designee will notify ADOH of any applicable programmatic changes to existing programs which may have an effect on data collection, data entry, data quality or data reporting at least forty-five (45) business days prior to the implementation date of the change. Recommendations and timelines for the changes will be returned to the participating agency no more than ten (10) business days from receipt date of request. The System Administrator will complete changes at least seven (7) business days prior to the implementation date for final approval from the participating agency.

### Additional Customization

**Policy:** The participating agency will be solely responsible for additional database customization costs. This includes the voluntary transfer of existing grant client-level data and custom build reports beyond that of the System Administrator's scope of work.

**Procedure:** The Agency Administrator or Executive Director will notify ADOH of any applicable programmatic customization which may have an effect on data collection, data entry, data quality, or data reporting at least forty (40) business days prior to the implementation date of the change. Proposed customization and/or changes must be submitted in writing.

If support from Bowman Systems is necessary to make the changes, ADOH and/or the System Administrator will communicate to Bowman the needs and scope of work for the participating agency. Recommendations and timelines for the changes will be returned to the participating agency no more than ten (10) business days from receipt date of request, including a Statement of Work from Bowman, if applicable. The System Administrator will complete changes at least seven (7) business days prior to the implementation date for final approval from the participating agency. If a participating agency voluntarily transfers an existing grant to another agency, ADOH will not pay for client-level data to be transferred. The agency requesting the transfer will be liable for any fees incurred.

## Acknowledgement of Receipt of the AZBOSCOG HMIS Policies and Procedures Manual

By signing this form, you acknowledge receipt of the AZBOSCOG HMIS Policies and Procedures Manual from Arizona Department of Housing (ADOH). Your signature further certifies that you have read, understand, and will abide by the policies and procedures, as detailed in this document, as well as accept any measures taken for violation of these practices. Please note, the AZBOSCOG HMIS Policies and Procedures Manual is subject to change.

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**Signature** of Licensed User

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**Print** Name Licensed User

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Date

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**Signature** of Executive Director

---

**Printed** Name of Executive Director

---

Date

**Return signed form to ADOH:**

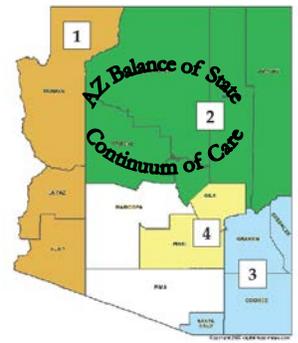
*Via e-mail:*

[Glennifer.Mosher@azhousing.gov](mailto:Glennifer.Mosher@azhousing.gov)

*Via mail:*

Arizona Department of Housing  
Attn: Glennifer Mosher  
1110 West Washington Street, #280  
Phoenix, AZ 85007

**ATTACHMENT A – BOSH MIS Partnership Agreement**



## HMIS Partnership Agreement

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Arizona Department of Housing, hereafter known as “ADOH,” and \_\_\_\_\_ (Agency Name), hereafter known as “Provider Agency,” regarding access and use of the Arizona Balance of State Continuum of Care Homeless Management Information System, hereafter known as the “Arizona BOSCOC HMIS.”

### I. Introduction

The Arizona BOSCOC HMIS, a shared homeless database, allows authorized Provider Agencies throughout the geographic area of Arizona counties (excluding Maricopa and Pima Counties) to input, use and receive information concerning their own clients and to share information, subject to client agreement, on common clients.

Arizona BOSCOC HMIS goals include:

- Improved coordinated care and services to people experiencing homelessness, or the threat of homelessness, in Arizona.
- Participating providers will improve their data collection and workflow with use of HMIS.
- Participating providers will use HMIS to meet all current reporting requirements including U.S. Department of Housing and Urban Development (HUD) and non-HUD reports.
- Minimally impacting automated systems of current participating agencies.
- Complying with all state and federal requirements regarding client/consumer confidentiality and data security (HIPAA, etc.).
- Delivering timely, credible, quality data to the community.
- Expansion to include new participating agencies.
- HMIS participation by all homeless providers in the Arizona BOSCOC geographic area.
- HMIS will be a user-friendly system for participating agencies and clients.

ADOH administers the Arizona BOSCOG HMIS, contracts for an agency to house the HMIS database central server and coordinates Provider Agency access to the HMIS database. Utilizing a variety of methods<sup>1</sup>, ADOH intends to protect, to the utmost of its ability, the Arizona BOSCOG HMIS data from accidental or intentional unauthorized modification, disclosure or destruction.

Designed to benefit multiple stakeholders<sup>2</sup>, the Arizona BOSCOG HMIS, when used correctly and faithfully, will improve knowledge about the services and service needs of people experiencing homelessness which will result in a more effective and efficient service delivery system.

## II. Confidentiality

A. The Provider Agency will uphold relevant federal and state confidentiality regulations and laws that protect client records and will only release confidential client records with written consent by the client<sup>3</sup>, or the client's guardian<sup>4</sup>, unless otherwise provided for in regulations or laws.

1. The Provider Agency 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 regulation prohibits 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. The Provider Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
2. The Provider Agency will abide specifically, when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services. In general, the regulations provide consumers with rights to control the release of medical information, including the right: to give advance consent prior to disclosures of health information; to see a copy of health records; to request a correction to health records; to obtain documentation of disclosures of health information; to obtain an explanation of privacy rights; and to be informed about

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<sup>1</sup> See Bowman Service Point manual for further information.

<sup>2</sup> Participating agencies, people experiencing homelessness, HUD, the Arizona BOSCOG Regional Steering Committee and the Continuum members, fund providers and the community.

<sup>3</sup> Anyone who receives services from an agency.

<sup>4</sup> Anyone legally in charge of the affairs of a minor or of a person deemed incompetent according to the laws of the State of Arizona. All references to "client" in this Agreement also apply to "client's guardian".

how information may be used or disclosed. The current regulation provides protection for paper, oral and electronic information.

3. The Provider Agency will abide by Arizona state and federal laws related to confidentiality and security of medical, mental health and substance abuse information as found in Arizona Revised Statutes Title 12, Arizona Revised Statutes Title 36, 42 CFR Part 2 and other relevant statutes, rules and regulations.
4. The Provider Agency will provide a verbal explanation of the Arizona BOSCOG HMIS and arrange, when possible, for a qualified interpreter or translator for an individual not literate in English or having difficulty understanding the consent form(s).
5. The Provider Agency will not solicit or input information from clients into the Arizona BOSCOG HMIS unless specific information proves essential to provide services, to develop reports and provide data and/or to conduct evaluations and research. Evaluation and research will only use de-identified client data except in the case when the Provider Agency evaluates and researches its own clients. In all cases, the Provider Agency shall maintain compliance with all state and federal laws regarding research, evaluation and confidentiality of individual client identities.
6. If a Human Subjects Review Committee or similar committee exists within the Provider Agency, then the Provider Agency, wishing to conduct evaluation or research, must submit its request and be approved by BOSCOG HMIS committee prior to conducting the evaluation or research.
7. The Provider Agency will not divulge any confidential information received from the Arizona BOSCOG HMIS to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.
8. The Provider Agency will ensure that every person issued a User Identification and Password to the Arizona BOSCOG HMIS will comply with the following:
  - a. Read and abide by this Partnership Agreement.
  - b. Read and abide by the Arizona Department of Housing HMIS Policies and Procedures manual<sup>5</sup>.
  - c. Read and sign a HMIS Code of Ethics form<sup>6</sup> stating an understanding of, and agreement to comply with, Arizona BOSCOG HMIS confidentiality practices.

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<sup>5</sup> The HMIS Policies and Procedures Manual is available on the ADOH website [www.housing.az.gov](http://www.housing.az.gov).

<sup>6</sup> See Code of Ethics form.

- d. Create a unique password and will not share or reveal that information to anyone by written or verbal means.
  9. The Provider Agency understands that individuals granted Agency Administrator access within each agency must become a designated Arizona BOSCOG HMIS Agency Administrator through specific training provided by the System Administrator.
  10. The Provider Agency understands that all client information will be encrypted<sup>7</sup> on a file server physically located in a locked office with controlled access, at the offices of Bowman Systems, LLC located at 333 Texas Street, Suite 300 | Shreveport, Louisiana 71101.
- B. The Provider Agency agrees to document, via a signed Arizona BOSCOG HMIS Release of Information form, a client's understanding and consent to enter client information into a central database and the reasons for this entry. Furthermore,
1. An individual client must give informed client consent by understanding and signing the Arizona BOSCOG HMIS Release of Information form prior to the Provider Agency sharing any client information with another agency.
  2. The completed Arizona BOSCOG HMIS Release of Information form provides:
    - a. Informed client consent regarding basic identifying client data to be entered into a shared database.
    - b. Release of service transaction information to be shared for report purposes.
    - c. Client release to authorize the sharing of client identifying information among Arizona BOSCOG HMIS Participating Provider Agencies.
  3. If a client denies authorization to share information via the Arizona BOSCOG HMIS Release of Information form, other Provider Agencies will not see the client's demographic or service information.
  4. Each Provider Agency is responsible for ensuring that its staff and users comply with the requirements for informed consent and client confidentiality. The ADOH<sup>8</sup> will ensure and conduct periodic monitoring and reviews with Provider Agencies to enforce informed consent standards by including a Arizona BOSCOG HMIS Release of Information form for every adult client and/or head of household.
  5. The Provider Agency agrees to place all Arizona BOSCOG HMIS Release of Information forms related to the Arizona BOSCOG HMIS in the client's file to be

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<sup>7</sup> See Bowman Service Point Manual for encryption specifications.

<sup>8</sup> The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of Participating Agency compliance.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

located at the Provider Agency 's business address and that such files be made available to the ADOH for periodic audits. The Provider Agency will retain these Arizona BOSCOG HMIS related forms for a period of five (5) years upon expiration after which time the forms will be discarded in a manner ensuring un-compromised client confidentiality.

6. The Provider Agency understands that in order to update, edit or print a client's record, the Provider Agency must have on file a current client consent form.
  7. The Provider Agency agrees to enter the minimum data required in the Arizona BOSCOG HMIS; however, this does NOT mean that a Provider Agency is required to share client information if, by law, it is required not to share client information.
- C. The Provider Agency and ADOH understand that the Arizona BOSCOG HMIS and the ADOH are custodians of data and not owners of data.
1. In the event the Arizona BOSCOG HMIS ceases to exist, the ADOH will notify Provider Agencies and provide a six (6) month time period for the Provider Agencies to access and save agency specific client data, statistical data and frequency data from the entire system. Then, the centralized server database will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.
  2. In the event the ADOH ceases to operate the Arizona BOSCOG HMIS, another organization will administer and take custodianship of the data. The ADOH or its successor Agency will inform, in a timely manner, all Provider Agencies.
  3. If the Provider Agency ceases to exist, it shall notify and work with the ADOH to determine the appropriate disposition of Provider Agency's data including the transfer of the data to a successor agency.
  4. If the Provider Agency chooses to withdraw from the Arizona BOSCOG HMIS, the Provider Agency shall notify the ADOH of intended withdrawal date. The ADOH shall allow sixty (60) days for the Participating Agency to access and save agency specific client data, statistical data and frequency data from the entire system. The Provider Agency is financially responsible for extracting its data.
  5. In the event Bowman Systems ceases to exist, the ADOH will notify Provider Agencies in a timely manner of the expected result of this event.

**III. Data Entry and/or Regular Use**

- A. User Identification and Passwords are not permitted to be shared among users.

Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement

- B. If a Provider Agency has access to a client's basic identifying information, non-confidential service transactions and confidential information and service records, it will be generally understood that a client gave consent for such access. However, before a Provider Agency can update, edit or print such information, it must have informed client consent, evidenced by a current standard Arizona BOSCOG HMIS Release of Information form in writing.
- C. In the event that a client would like to rescind consent to share information in the Arizona BOSCOG HMIS, the Provider Agency at which her/his desire is expressed, will work with the client to complete a brief written request and have client sign another Arizona BOSCOG HMIS Release of Information form choosing: "Initial here if you **DO NOT** wish to share your information.". Provider Agency will then add another ROI with the date client rescinded consent into Arizona BOSCOG HMIS with "No" for "Release Granted".
- D. Provider Agency will not enter any fictitious or misleading client data on an individual or family in the Arizona BOSCOG HMIS.
- E. The Provider Agency will not misrepresent the number of clients served or the type of services/beds provided in the Arizona BOSCOG HMIS by entering known, inaccurate information (i.e. Provider Agency will not purposefully enter inaccurate information on a new record or to over-ride information entered by another agency).
- F. The Provider Agency will enter information into the Arizona BOSCOG HMIS according to agency and Arizona BOSCOG HMIS adopted standards and will strive for real-time, or close to real-time, data entry. Real-time or close to real-time is defined by either immediate data entry upon seeing a client, or data entry into the Arizona BOSCOG HMIS within one (1) business day. This assumes that the Provider Agency has sufficient computers available for all staff performing data entry into the Arizona BOSCOG HMIS.
- G. The Provider Agency understands that a current Arizona BOSCOG HMIS Release of Information form permits sharing confidential client information with other participating Provider Agencies.
- H. The Provider Agency understands that only users from originating agency can create and edit the Entry/Interim/Exit assessments. The Provider Agency will create a new, separate Entry/Interim/Exit assessment, as needed, to indicate a change in a client's status, updates and to edit incorrect information.
- I. Discriminatory comments by an employee, volunteer or other person acting on behalf of the Provider Agency based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the Arizona BOSCOG HMIS. Offensive language and profanity are not permitted in the Arizona BOSCOG

HMIS. This does not apply to the input of direct quotes by a client **IF** the Provider Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.

- J. The Provider Agency will utilize the Arizona BOSCOG HMIS for business purposes only.
- K. The Provider Agency understands the System Administrator will provide initial training and periodic updates to that training to assigned Provider Agency staff about the use of the Arizona BOSCOG HMIS.
- L. The Provider Agency understands the System Administrator will provide a help desk with technical-support according to the following:

**Help Desk will be provided between 9:00 a.m. to 5:00 p.m. Monday through Friday, Arizona Time, except holidays. Support telephone numbers and e-mail addresses will be provided to Provider Agencies upon signing this Agreement. Contact with the Help Desk will not incur any long distance charges.**

In the event of non-response by the Help Desk, the Provider Agency should notify the ADOH.

- M. The Provider Agency will keep updated virus protection software on agency computers that access the Arizona BOSCOG HMIS.<sup>9</sup>
- N. Transmission of material in violation of any United States federal or state law or regulation is prohibited and includes, but is not limited to: copyright material, material legally judged to be threatening or obscene and material considered protected by trade secret.
- O. The Provider Agency will not use the Arizona BOSCOG HMIS with intent to defraud the federal, state or local government or an individual entity or to conduct any illegal activity.
- P. The Provider Agency recognizes the Arizona BOSCOG HMIS Committee will serve as a discussion center regarding the Arizona BOSCOG HMIS, including Arizona BOSCOG HMIS process updates, policy and procedures, as well as data analysis. The Provider Agency will designate a Provider Agency staff member to attend HMIS Committee meetings regularly and understands that the ADOH will continue to be responsible for coordinating the HMIS activities.
- Q. The Provider Agency acknowledges that other agencies will periodically have access to de-identified data on the central database. To ensure the information generated by or through the Arizona BOSCOG HMIS presents an accurate picture of homelessness and

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<sup>9</sup> *Participating Agency assumes financial responsibility for virus protection software.*

services to people experiencing homelessness in the Arizona Balance of State region, the Participating Agency will enter data in a timely and accurate manner.

- R. Each Provider Agency assumes responsibility for its staff and users' compliance in regards to requirements for data entry and use of the Arizona BOSCOG HMIS. To assess the quality of data and reports generated by the system, the ADOH<sup>10</sup> will conduct periodic monitoring and reviews on data. These include, and are not limited to, the following:
1. Quality of data entered by Provider Agencies:
    - a. Inappropriate and/or duplicate records;
    - b. Untimely and/or inaccurate information.
    - c. Missing required data elements.
  2. Operation of the software.
  3. Report functionality.
- S. Provider Agencies must notify ADOH of any changes to User Identification including, but not limited to, new personnel and released or terminated personnel.

#### IV. Reports

- A. The Provider Agency understands that it will retain access to all identifying and statistical data on the clients it serves.
- B. The Provider Agency understands that it may have access to personally identifiable client information even if the Provider Agency has not served the client or obtained a client's Arizona BOSCOG HMIS Release of Information form. The Provider Agency agrees to **not report or release** any identifiable client information on clients that the Provider Agency has not served or obtained a signed client Release of Information form.
- C. The Provider Agency understands that before non-identifying system-wide aggregate information collected by the Arizona BOSCOG HMIS is disseminated to non-Arizona BOSCOG HMIS Member Agencies, including funders, the HMIS Committee and/or the ADOH shall endorse it<sup>11</sup>.

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<sup>10</sup> The ADOH may conduct these reviews or may accept a similar review by another organization as evidence of compliance by the Participating Agency.

<sup>11</sup> The Arizona BOSCOG HMIS Committee will serve in part to protect the confidentiality of clients and the integrity of the data by requiring certain methods of data analysis be utilized.

Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement

- D. The Provider Agency will run its own reports from Arizona BOSCOG HMIS. Each Provider Agency will receive required training and then have the ability to complete each Provider Agency's reporting needs.
- V. Proprietary Rights and Database Integrity
- A. The Provider Agency will not give or share assigned User Identification and Passwords to access the Arizona BOSCOG HMIS with any other organization, governmental entity, business or individual.
- B. The Provider Agency will not cause in any manner, or way, corruption of the Arizona BOSCOG HMIS. Any unauthorized access or modification to computer system information or interference with normal system operations, whether on the equipment housed by the ADOH or any computer system or network related to the Arizona BOSCOG HMIS, will result in immediate suspension of services and the ADOH will pursue all appropriate legal action.
- VI. Hold Harmless
- A. The ADOH makes no warranties, expressed or implied. The Provider Agency, at all times, will indemnify and hold the ADOH harmless from any damages, liabilities, claims and expenses that may be claimed against ADOH or the Provider Agency or for injuries or damages to ADOH or the Provider Agency or another party arising from participation in the Arizona BOSCOG HMIS or arising from any acts, omissions, neglect or fault of the Provider Agency or its agents, employees, licensees or clients or arising from the Provider Agency's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. This Provider Agency will also hold the ADOH harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries or service interruption caused by the Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties and/or acts of God. The ADOH shall not be liable to the Provider Agency for damages, losses or injuries to the Provider Agency or another party unless such is the result of negligence or willful misconduct of the ADOH or its agents, employees, licensees, or clients.
- B. The Provider Agency makes no warranties, expressed or implied. The ADOH, at all times, will indemnify and hold the Provider Agency harmless from any damages, liabilities, claims and expenses that may be claimed against the ADOH or Provider Agency or for injuries or damages to the ADOH, the Provider Agency or another party arising from participation in the Arizona BOSCOG HMIS or arising from any acts, omissions, neglect or fault of the ADOH or its agents, employees, licensees or clients or

arising from the ADOH's failure to comply with laws, statutes, ordinances or regulations applicable to it or the conduct of its business. Thus ADOH will also hold the Provider Agency harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, mis-deliveries or service interruption caused by the ADOH or a Provider Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties and/or acts of God. The Provider Agency shall not be liable to the ADOH for damages, losses or injuries to the ADOH or another party unless such is the result of negligence or willful misconduct of the Provider Agency or its agents, employees, licensees or clients.

- C. The Provider Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000.00). Said insurance policy shall include coverage for theft or damage of the Provider Agency's Arizona BOSCO HMIS-related hardware and software, as well as coverage of Provider Agency's indemnification obligations under this Agreement.

VII. ADOH Responsibilities

- A. ADOH agrees to enter into a contract and maintain the services of the ServicePoint software according to the terms and conditions of the contract with the Software Provider.
- B. ADOH agrees to maintain a System Administrator who will provide training, implementation, help desk and support to the Provider Agencies.

VIII. Dispute Resolution and Appeals

- A. If the Provider Agency disagrees with any element of this Agreement, it shall make every effort to address and resolve those issues with ADOH.
- B. ADOH will respond to the request for modification to this Agreement within 14 business days.

IX. Terms and Conditions

- A. The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement.
- B. Neither party shall transfer or assign any rights or obligations without the written consent of the other party.

- C. This Agreement shall remain in-force until revoked in writing by either party with thirty (30) days advance written notice. The exception to this term is if allegations, or actual incidences, arise regarding possible, or actual, breaches of this agreement. Should such situation arise, the ADOH may immediately suspend access to the Arizona BOSCOG HMIS until the allegations are resolved in order to protect the integrity of the system.
1. When the ADOH becomes aware of a possible or actual incident, it shall make a reasonable effort to address its concerns with the Executive Director of the Provider Agency prior to taking action.
  2. If ADOH believes that the breach by a Provider Agency is such that it may damage the integrity of the central database and the information in the central database for the Provider Agency or any other Agency, it may take immediate steps to suspend the Provider Agency's access to the Arizona BOSCOG HMIS prior to addressing the concerns with the Executive Director of the Provider Agency. The ADOH will then address the concern with the Executive Director of the Provider Agency to resolve the issue.
  3. If the concern is not resolved satisfactorily between the ADOH and the Executive Director of the Provider Agency, the ADOH shall consult with the Arizona Attorney General prior to taking further action.
  4. Action with a Provider Agency may include the provision of training and technical assistance, fines, suspension of access to the central database or other appropriate measures to ensure that the data integrity is maintained.
- D. If a Provider Agency believes that action taken is not appropriate, or it cannot meet the conditions of the decision, it may appeal the action to ADOH. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
- E. This agree may be modified or amended by written agreement executed by both parties with thirty (30) days advance written notice.

Use of the Arizona BOSCOG HMIS constitutes acceptance of these Terms and Conditions.

**Arizona Balance of State Continuum of Care HMIS  
Agency Partnership Agreement**

**PROVIDER AGENCY**

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Executive Director (Provider Agency) Signature

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Date

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Printed Name of Executive Director

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Participating Agency Name

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Participating Agency Address

**ARIZONA DEPARTMENT OF HOUSING**

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Karia Lee Basta, Special Needs Administrator  
Arizona Department of Housing  
1110 West Washington Street, Suite 280  
Phoenix, AZ 85007

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Date

**ATTACHMENT B – Code of Ethics**

**Code of Ethics for Persons Using**

**Arizona Balance of State Continuum of Care Homeless Management Information System**  
**(AZBOSCOG HMIS)**

As a User (agency staff or agency volunteer) of the AZBOSCOG HMIS who enters information into the HMIS or views electronic information in the HMIS, I agree to the following:

- \_\_\_\_\_ I understand that my User ID and Password give me access to the AZBOSCOG HMIS.
- \_\_\_\_\_ My User ID and Password are for my use only and I will not share, or allow them to be shared, with any person for any reason.
- \_\_\_\_\_ I will take all reasonable means to keep my User ID and Password physically secure to prevent its use by any other person.
- \_\_\_\_\_ I understand that the only individuals who can view information in the AZBOSCOG HMIS are authorized users and the clients to whom the information pertains.
- \_\_\_\_\_ I understand that not all users can view all information.
- \_\_\_\_\_ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- \_\_\_\_\_ If I am logged into the HMIS and must leave my work area for any length of time, I must log-off the HMIS and close the Internet browser before leaving the work area. Failure to log off the HMIS appropriately may result in a breach in client confidentiality and system security.
- \_\_\_\_\_ I will obtain and file a hard copy of such client consent forms as are required by my agency, state and/or federal law and the AZBOSCOG HMIS.
- \_\_\_\_\_ I understand that I must save data at regular intervals because the system will log off at 15-minute intervals without automatically saving the information that I have entered.
- \_\_\_\_\_ I agree to enter data into the HMIS in accordance to the policies of my agency and the standards of the AZBOSCOG HMIS.
- \_\_\_\_\_ I agree that I will not enter in the HMIS discriminatory comments made by or about an employee, volunteer, or other person based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation. I understand that offensive language and profanity are not permitted in the AZBOSCOG HMIS. This does not apply to the input of direct quotes by a client IF the Agency believes that it is essential to enter these comments for assessment, service and treatment purposes.
- \_\_\_\_\_ I agree to use the HMIS ONLY for business purposes related to serving the clients of my agency.
- \_\_\_\_\_ If I notice or suspect a security breach, I shall immediately notify the designated HMIS Contact person in my agency or the AZBOSCOG HMIS System Administrator.
- \_\_\_\_\_ As an AZBOSCOG HMIS user, I will treat other Member Agencies and their staff with respect, fairness and good faith.

\_\_\_\_\_ As an HMIS user, I will treat clients and potential clients of my agency and other agencies with respect, fairness and good faith in obtaining and entering their data.

\_\_\_\_\_ As a HMIS user, I will maintain high standards of professional conduct.

\_\_\_\_\_ As a HMIS user, I recognize that my primary responsibility is to my client.

\_\_\_\_\_ I understand that I may be subject to personnel action, including but not limited to termination from employment or volunteer status, from my employer for failure to comply with this Code of Ethics.

I have read, understand and agree to comply with all of the statements above.

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User Signature

Date

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**Print** User Name and Job Title

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User E-mail Address

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Agency Name

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Agency Administrator or Executive Director's Signature

Date

**ATTACHMENT C – Client Release of Information**

**AZBOSCOG HMIS  
CLIENT RELEASE OF INFORMATION**

I acknowledge that the Arizona Balance of State Continuum of Care Homeless Management Information System (AZBOSCOG HMIS) is used by provider agencies that work together to provide services for those experiencing homelessness. I acknowledge that Client information assists the agencies to plan for and provide services for me, as the client and my family (if applicable). This information will be shared among agencies to provide coordination and delivery of those services. I understand that all information entered into HMIS is protected by passwords and encryption technology and that steps are taken to safeguard the information that is entered into HMIS.

Every project that receives federal homeless project funds from the U.S. Department of Housing and Urban Development is required to enter data on persons served with those funds into the AZBOSCOG HMIS. Some projects funded through the U.S. Veterans Administration and the U.S. Department of Health and Human Services may also be required to enter data into HMIS.

I acknowledge that HMIS agencies that offer services may enter, see, and update information about me and/or my household members (if applicable) including name, gender, race, ethnicity, date of birth, veteran status, proof of homelessness, income, insurance, disabilities and service transactions. Any agency that views my information must keep it confidential and use it for program purposes only. My decision to grant or not grant permission to share my information will not affect services provided for me. I understand that I may withdraw my consent at any time, except for information that has already been given out or actions already taken, with a signed and dated statement. I have a right to see my record, ask for changes, and receive a copy of my record upon written request. This ROI will be in effect for one (1) year from the date of signature.

Initial here if you **DO** wish to share all of your information with the agencies listed below. This includes any information currently in HMIS.

Initial here if you **DO NOT** wish to share your information.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Client)

\_\_\_\_\_  
Other Party (Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**HOUSEHOLD MEMBERS (if applicable):**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

**This form will be retained and must be re-signed annually. If you would like a copy of this form, we will provide you with a copy.**

## Agencies Currently Participating in AZBOSCOG HMIS:

<b>ACHIEVE Human Services</b> 3250A East 40 <sup>th</sup> Street Yuma, AZ 85365	<b>American Red Cross-Southern Arizona Chapter</b> 2916 East Broadway Boulevard Tucson, AZ 85716
<b>Arizona Department of Housing</b> 1110 West Washington Street, Suite 280 Phoenix, AZ 85007	<b>Arizona Youth Partnership</b> 1902 Pacific Avenue Kingman, AZ 86401
<b>Bisbee Coalition for the Homeless</b> 508 Romero Street Bisbee, AZ 85603	<b>Bread of Life Mission</b> 885 Hermosa Holbrook, AZ 86025
<b>CAHRA</b> 109 North Sunshine Boulevard Eloy, AZ 85131	<b>Catholic Charities Community Services</b> 2101 North 4 <sup>th</sup> Street/ Flagstaff, AZ 87004 434 West Gurley / Prescott, AZ 86301 736 North Main Street / Cottonwood, AZ 86326
<b>Cenpatico Integrated Care</b> 333 East Wetmore Road Tucson, AZ 85705	<b>CODAC</b> 9905 East Catalina Drive Prescott, AZ 86314
<b>Community Partnership of Southern Arizona</b> 4575 East Broadway Tucson, AZ 85711	<b>Cornerstone Mission Project, Inc.</b> 3049 Sycamore Avenue Kingman, AZ 86409
<b>Crossroads Mission</b> 944 South Arizona Avenue Yuma, AZ 85364	<b>Flagstaff Shelter Services</b> 4185 East Huntington Drive Flagstaff, AZ 86004
<b>Good Neighbor Alliance</b> 420 North 7 <sup>th</sup> Street Sierra Vista, AZ 85635	<b>Horizon Health &amp; Wellness</b> 120 West Main Street Casa Grande, AZ 85122
<b>Housing Authority of Cochise County</b> 100 Clawson Avenue Bisbee, AZ 85603	<b>Housing Solutions of Northern Arizona</b> Post Office Box 30134 Flagstaff, AZ 86003
<b>Mohave County Community Services Department</b> Post Office Box 7000 Kingman, AZ 86402	<b>National Community Health Partners</b> 255 West 24 <sup>th</sup> Street, #4 / Yuma, AZ 85364 501 North Florence Street, #101 / Casa Grande, AZ 85122
<b>Northern AZ Consumers Advancing Recovery by Empowerment</b> 599 White Spar Road Prescott, AZ 86303	<b>Northern AZ Regional Behavioral Health Authority</b> 1300 South Yale Street Flagstaff, AZ 86001
<b>Northern AZ Veterans' Resource Center</b> 1515 East Cedar Avenue, #A-5 / Flagstaff, AZ 86004 240 South Montezuma, #101 / Prescott, AZ 86303 1491 Palma Road, #15 / Bullhead City, AZ 86442	<b>Northland Cares</b> 3112 Clearwater Drive, Suite A Prescott, AZ 86305
<b>Northland Family Help Center</b> 2532 North 4 <sup>th</sup> Street #506 Flagstaff, AZ 86004	<b>Old Concho Community Assistance Center</b> Post Office Box 50 Concho, AZ 85924
<b>Pasadera Behavioral Health Network</b> 2700 South 8 <sup>th</sup> Avenue Tucson, AZ 85713	<b>Sunshine Rescue Mission</b> 124 South San Francisco Street Flagstaff, AZ 86001
<b>The Guidance Center</b> 2187 North Vickey Street Flagstaff, AZ 86004	<b>U.S. Vets</b> 917 East Gurley Street Prescott, AZ 86301
<b>West Yavapai Guidance Clinic</b> 3112 Clearwater Drive, Suite B Prescott, AZ 86305	<b>Western Arizona Council of Governments</b> 224 South 3 <sup>rd</sup> Avenue Yuma, AZ 85364
<b>Women's Transition Project</b> Post Office Box 943 Bisbee, AZ 85603	

**ATTACHMENT D – Bowman Systems (Securing Client Data)**



# **BOWMAN SYSTEMS**

# **SECURING CLIENT DATA**

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Bowman Systems  
333 Texas Street, Suite 300  
Shreveport, LA 71101  
Toll Free: (888) 580-3831  
Direct: (318) 213-8780  
Fax: (318) 213-8784  
[www.bowmansystems.com](http://www.bowmansystems.com)

## TABLE OF CONTENTS

<b>ACCESS SECURITY</b> .....	<b>2</b>
<b>BOWMAN SYSTEMS EMPLOYEES</b> .....	<b>2</b>
<b>BOWMAN SYSTEMS ACCESS TO SERVICEPOINT</b> .....	<b>2</b>
<b>AUDIT TRAIL</b> .....	<b>3</b>
<b>CUSTOMER ACCESS TO SERVICEPOINT</b> .....	<b>3</b>
<b>SITE SECURITY</b> .....	<b>4</b>
<b>BUILDING SECURITY</b> .....	<b>4</b>
<b>BOWMAN SYSTEMS HEADQUARTERS SECURITY</b> .....	<b>4</b>
<b>NETWORK SECURITY</b> .....	<b>5</b>
<b>DATA SECURITY</b> .....	<b>6</b>
<b>FIREWALLS</b> .....	<b>6</b>
<b>ENCRYPTION</b> .....	<b>7</b>
SSL Encryption.....	7
Public Key Infrastructure (PKI) (Optional) .....	7
Database Encryption (Optional) .....	7
<b>DISASTER RECOVERY</b> .....	<b>7</b>
<b>BASIC DISASTER RECOVERY PLAN</b> .....	<b>7</b>
<b>PREMIUM DISASTER RECOVERY PLAN (OPTIONAL)</b> .....	<b>8</b>
<b>HIPAA COMPLIANCE</b> .....	<b>9</b>
<b>UNAUTHORIZED ACCESS</b> .....	<b>9</b>

## SECURING CLIENT DATA

Bowman Systems is committed to maintaining optimum client data security by meeting and exceeding industry standard practices. As a leader in software and Information Technology (IT) services for the health and human services industry, Bowman Systems considers data security as the cornerstone of all of its development efforts. In 1999, Bowman Systems pioneered its secured data-sharing model, enabling multi-agency collaboratives to collaborate while safeguarding client data (*ServicePoint 1.0*). In 2000, Bowman Systems was the first web-based client data system to offer integrated database-level encryption. Again, in 2001, Bowman Systems pioneered its integrated Audit Trail system before the HIPAA requirement.

Bowman Systems has always held conviction that our products be fully web based and that we own and operate our own data center. We seek to provide best of class data center services to ensure data security and regulatory compliance, and continuously expand and invest in our data center to include physical security, network security, redundant power, redundant HVAC, environmental monitoring systems, fire suppression systems and full time staff to manage all of the afore mentioned.

This document outlines the measures taken by Bowman Systems to secure all client data on each of our customer's *ServicePoint* sites. The steps and precautions taken to ensure that data is stored and transmitted securely are divided into six main sections – Access Security, Site Security, Network Security, Disaster Recovery, HIPAA Compliance, and Unauthorized Access.

## ACCESS SECURITY

Access Security begins at Bowman Systems with a focus on the following areas:

- ◆ Bowman Systems Employees
- ◆ Bowman Systems Access to *ServicePoint*
- ◆ Audit Trails
- ◆ Customer Access to *ServicePoint*.

### ***Bowman Systems Employees***

Bowman Systems' designated Security Officer assures employees are held to the highest standards when it comes to both company and customer data security. Employees who have access to client data are subject to a national background check, training on confidentiality requirements (company, HIPAA, HUD), and must sign a confidentiality statement as part of their employee agreement.

### ***Bowman Systems Access to ServicePoint***

- ◆ Only a limited number of Bowman Systems' staff has access to a customer's *ServicePoint* site and client data. Access occurs only when you request an installation, import of data, implementation upgrade, or require assistance by support staff to troubleshoot a problem.

- ▶ The contract between the customer and Bowman Systems legally compels Bowman Systems to hold all client data stored in the customer's database in strict confidence. Bowman Systems will take all reasonable precautions to prevent the disclosure to outside parties of such information, except as may be necessary by reason of legal, accounting, or regulatory requirements.
- ▶ Access to the customer's system data by Bowman Systems support staff can be monitored by running an *Audit Report* (see Automated Audit Trail below).

## **Audit Trail**

- ▶ *ServicePoint* automatically tracks caller, client, and resource related activity by the use of an audit trail. This system function logs the time and type of activity, as well as the name of the user who viewed, added, edited, or deleted the information.
- ▶ All changes to Resource records are automatically tracked by the User (updates, as well as, date and time the updates were made). In addition, there is a Date of Official Update that is set when the Resource record has been formally reviewed. This section includes not only date and time of the Official update but also which User performed the action, which organization requested the Official Update, and a notes field for describing the reason for the update (such as Annual Review, Agency Request, etc).
- ▶ To retrieve information created by the audit trail, an *Audit* report can be generated in the Reporting section of *ServicePoint*. Access to client audit information is limited to System Administrator and Agency Administrator access levels.

## **Customer Access to ServicePoint**

- ▶ To ensure authorized access, each user is issued a user name and password for entrance into the *ServicePoint* application.
  - ◆ Each *ServicePoint* user is required to have a unique User ID to log into the application.
  - ◆ Passwords must be 8 to 16 characters in length and must contain at least two numbers.
  - ◆ The system allows only one login per password at a time. A user cannot log into the system on two terminals at the same time using a single password.
  - ◆ Passwords automatically expire every 45 days requiring the user to create a new password.
  - ◆ A prompt appears when you need to choose a new password.
  - ◆ The same password cannot be used consecutively.
  - ◆ To enforce password security, *ServicePoint* will not allow a browser to save a password. In addition, if FOUR consecutive logon attempts with the incorrect password are made the user account will need to be reset by your System Administrator. This security feature prevents access to the site by a password generator.
  - ◆ Passwords are stored as hashed values in the *ServicePoint* database
- ▶ *ServicePoint* has an automatic logout function for users who have been idle for a pre-determined period. (The default setting is 30 minutes.) This function decreases potential viewing and/or manipulation of client data by unauthorized individuals. Although the default setting is 30 minutes,

each installation can request Bowman Systems to set the system timeout for a length that meets their particular policies and procedures.

- ▶ To limit who can view and/or modify the customer's client data, individuals are assigned one of seventeen (17) User Access Levels. Each user level has certain security restrictions applied to it. Each user level has access to certain *ServicePoint* features and the ability to view certain pieces of client information. The System Administrators II can see all data, even when it is closed.
  - ◆ Each level grants different access rights and abilities to the various sections (ClientPoint, ResourcePoint, SkanPoint, ShelterPoint, Admin etc.) of the application.

## SITE SECURITY

Site security is a high priority since it not only helps protect the customer's stored client data, but also protects the equipment used to host the customer's data. To ensure the protection and service reliability for the customer's system, Bowman Systems has instituted the following security levels:

### ***Building Security***

Bowman Systems' offices are located in a large commercial complex with the following perimeter security systems:

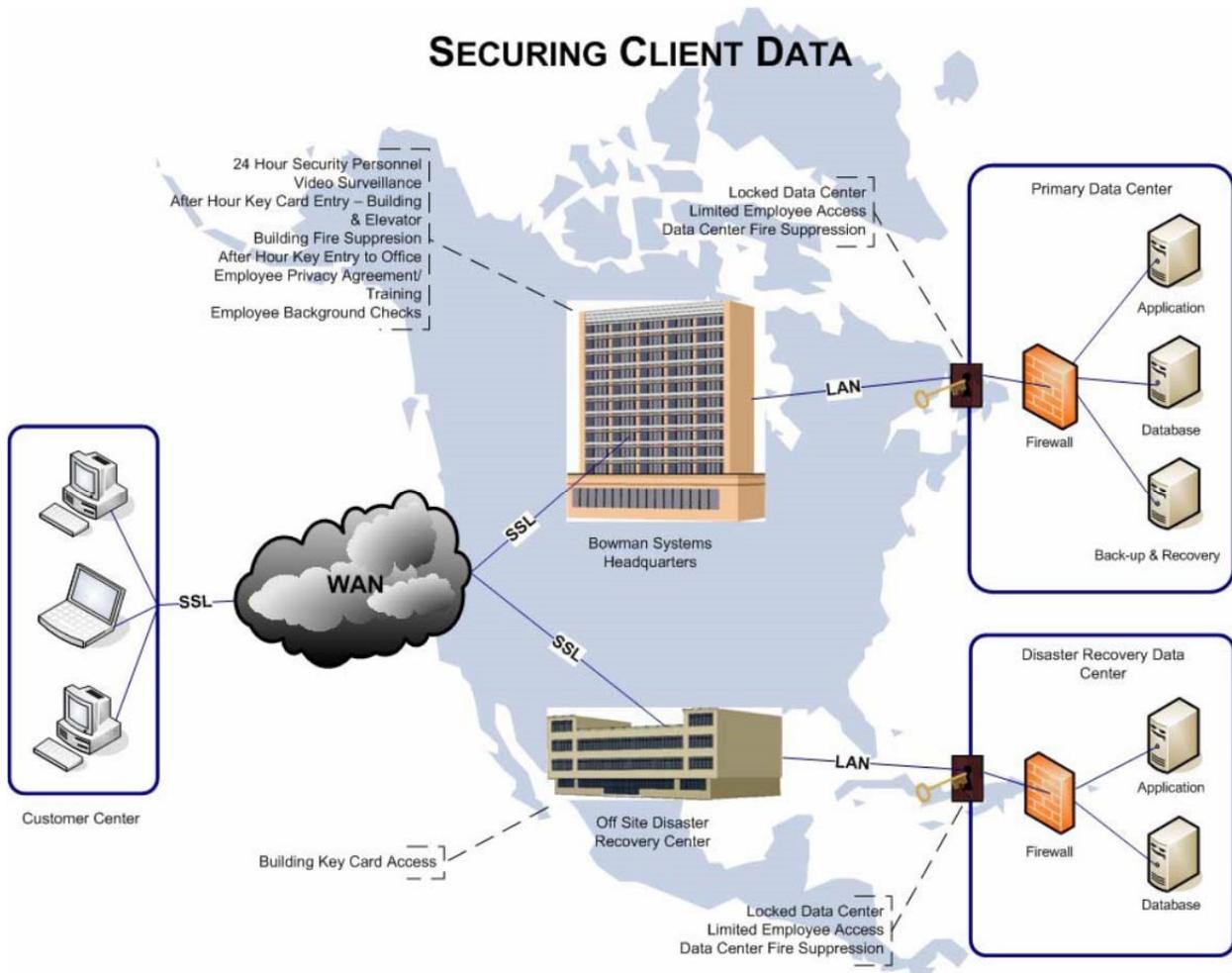
- ▶ 24-hour security personnel ▶ 24-hour video surveillance
- ▶ Building fire suppression system
- ▶ After-hours Key Card entry to building
- ▶ After-hours Key Card elevator access
- ▶ Locked stairwells during non-business hours.

### ***Bowman Systems Headquarters Security***

The Bowman Systems offices and data centers include the following additional levels of security.

- ▶ After-hours key entry to offices
- ▶ Dedicated and secured Data Center
  - ◆ Locked down 24-hours per day
  - ◆ Two separate, fully redundant HVAC systems for server areas
  - ◆ Only accessible by management controlled key
  - ◆ Protected by a state of the art, non-liquid automatic fire suppression system
  - ◆ No access is permitted to the office cleaning staff

- ◆ Accessed by key personnel only (e.g. Information Technology and Management staff). Access is required for nightly data backups, new installations, upgrades and maintenance.



## NETWORK SECURITY

Database security includes protection of client data residing on the database server and as it is transmitted over the internet through the application server. The security measures in place ensure that client data is only available and accessed by authorized users.

There is a nightly backup of the *ServicePoint* system that is comprised of a backup of the database and a backup of the application code. Our standard protocol includes nightly tape backup of the client's database that is carried three miles off-site and stored in a fireproof facility. Bowman Systems maintains redundant power for all on-site servers via building power and building generator and redundant bandwidth provided via two separate upstream providers. Our data center contains a state-of-the-art, nondestructive fire-suppression system. Bowman Systems also utilizes RAID technologies (Redundant Array of Independent Disks) to mirror the hard drives, provide faster data throughput and ensure reliable data.

- ◆ Multiple broadband connections, fully load balanced for reliability and speed.
- ◆ Reliable Enterprise class Cisco switches and routing equipment
- ◆ A natural gas powered generator capable of powering the facility indefinitely and UPS backups to supply uninterrupted power and prevent power surges that may damage equipment. This system is tested monthly (in such a way that power is not interrupted) to ensure reliability.
- ◆ Two separate, fully redundant HVAC systems for server areas.
- ◆ A non-liquid automatic fire control system.
- ◆ A physically secure building with keycard access, video surveillance and 24 x 7 security guard controlled access.

## **Data Security**

To ensure availability of customer data in the event of system failure or malicious access, redundant records are created and stored in the following manner:

- ◆ Nightly database tape backups.
- ◆ Offsite storage of tape backups
- ◆ 7 day backup history stored locally on instantly accessible Raid 10 storage
- ◆ 24 hours backed up locally on instantly-accessible disk storage
- ◆ 1 month backup history stored off site
- ◆ 24 x 7 access to Bowman Systems emergency line to provide assistance related to “outages” or “downtime”.

## **Firewalls**

To enhance security further, firewalls are in place on all servers hosted by Bowman Systems. As detailed below, there are multiple levels of firewall security:

- ◆ The *ServicePoint* application and database servers are separate from the Bowman Systems internal network.
- ◆ Bowman Systems utilizes an industry standard Intrusion Detection System to pinpoint unauthorized attempts at accessing its network and to shield the customer’s data in the event of such an attempt.
- ◆ Only regular and secured HTTP traffic are permitted through to the Bowman Systems application servers.
- ◆ As a security policy, specifics on the type of equipment, protocols, and procedures in use are never revealed.
- ◆ Database servers are only accessible via an internal network connection from our application servers.

## Encryption

### SSL Encryption

SSL encryption ONLY encrypts the data going across the internet to the end-user's web browser. Bowman Systems uses AES-256 encryption (Advanced Encryption Standard, 256-bit) in conjunction with RSA 2048-bit key lengths. A description can be found at [http://en.wikipedia.org/wiki/Key\\_size](http://en.wikipedia.org/wiki/Key_size).

When an end-user accesses their site, an SSL (encrypted) negotiation is performed between the server at Bowman Systems datacenter and the end user's web browser. The traffic that then flows between the server and the end user's workstation is encrypted using the SSL certificate installed on that server. This prevents anyone that is sitting in between our server here and the end user's workstation from being able to intercept potentially sensitive data. The AES-256 is the method in which the data is encrypted. There are various forms of SSL encryption. The key length make it more difficult to decrypt the encrypted data.

### PUBLIC KEY INFRASTRUCTURE (PKI) (OPTIONAL)

As an option, Private Key Infrastructure (PKI) is available for those needing additional security frameworks. PKI is an additional layer of security on TOP of our standard SSL certificates. It is still SSL encrypted, however, this method of encryption requires a matching server certificate / client certificate pair in order to decrypt the data that is sent from the end user's *ServicePoint* site to their Web Browser. Without the appropriate PKI client certificate installed on the end-user's workstation, their web browser will not be able to decrypt the data and therefore will not be able to access the site. The PKI Client Certificate cannot be installed on a workstation without the appropriate password that accompanies the certificate. This allows the customer to regulate exactly who can and who cannot access their *ServicePoint* site.

### Database Encryption (Optional)

The data in *ServicePoint* encrypted databases are encrypted with AES-128.

## DISASTER RECOVERY

Due to the nature of technology, unforeseen service outages may occur. In order to assure service reliability for hosted *ServicePoint* applications, Bowman Systems offers the following disaster recovery options.

### Basic Disaster Recovery Plan

The basic Disaster Recovery Plan is included in the standard *ServicePoint* contract and includes the following:

- ◆ Nightly database tape backups.
- ◆ Offsite storage of tape backups
- ◆ 7 day backup history stored locally on instantly accessible Raid 10 storage

- ▶ 1 month backup history stored off site
- ▶ 24 x 7 access to Bowman Systems emergency line to provide assistance related to “outages” or “downtime”.
- ▶ 24 hours backed up locally on instantly-accessible disk storage

Standard Recovery: All customer site databases are stored online, and are readily accessible for approximately 24 hours; tape backups are kept for approximately one (1) month. Upon recognition of a system failure, a site can be copied to a standby server, and a database can be restored, and site recreated within three (3) to four (4) hours if online backups are accessible. As a rule, a tape restoration can be made within six (6) to eight (8) hours. On-site backups are made once daily and a restore of this backup may incur some data loss between when the backup was made and when the system failure occurred.

All internal servers are configured in hot-swappable hard drive RAID configurations. All systems are configured with hot-swappable redundant power supply units. Our Internet connectivity is comprised of a primary and secondary connection with separate internet service providers to ensure redundancy in the event of an ISP connectivity outage. The primary Core routers are configured with redundant power supplies, and are configured in tandem so that if one core router fails the secondary router will continue operation with little to no interruption in service. All servers, network devices, and related hardware are powered via APC Battery Backup units that in turn are all connected to electrical circuits that are connected to a building generator.

All client data is backed-up online and stored on a central file server repository for 24 hours. Each night a tape backup is made of these client databases and secured in a bank vault.

Historical data can be restored from tape as long as the data requested is 30 days or newer. As a rule, the data can be restored to a standby server within 6-8 hours without affecting the current live site. Data can then be selectively queried and/or restored to the live site.

For power outage, our systems are backed up via APC battery back-up units, which are also in turn connected via generator-backed up electrical circuits. For a system crash, Non-Premium Disaster Recovery Customers can expect six (6) to eight (8) hours before a system restore with potential for some small data loss (data that was entered between the last backup and when the failure occurred) if a tape restore is necessary. If the failure is not hard drive related these times will possibly be much less since the drives themselves can be repopulated into a standby server.

All major outages are immediately brought to the attention of executive management. Bowman Systems support staff helps manage communication or messaging to customers as progress is made to address the service outage. Bowman Systems takes major outages seriously, understands, and appreciates that the customer becomes a tool and utility for daily activity and client service workflow.

### ***Premium Disaster Recovery Plan (Optional)***

The *optional* Premium Disaster Recovery plan includes all of the Basic Plan features plus several additional levels of support to enhance disaster recovery capability. Additional features included are as follows:

- ▶ Off site, on a different Internet provider and on a separate electrical grid backups of the application server via a secured Virtual Private Network (VPN) connection.

- ▶ Near-Instantaneous backups of application site (no files older than 15 minutes)
- ▶ Minute-level off site replication of database in case of a primary data center failure
- ▶ Priority level response (ensures downtime will not exceed 4 hours)

## HIPAA COMPLIANCE

HIPAA compliance is a requirement for many agencies that use *ServicePoint*, particularly as the compliance relates to the HIPAA standards for security. The following five (5) methods ensure that *ServicePoint* is fully compliant with HIPAA data center standards:

- ▶ Network Security includes firewalls, certification servers, VPN access, and Operating System authentication.
- ▶ Encryption (optional – pricing is available upon request) is a database level security which encrypts confidential information located in the database tables.
- ▶ Audit Trails log and report on users who have viewed, updated, or deleted client records.
- ▶ Client Record Privacy Options allow or restrict access to all or part of a client file, including individual fields (data level).
- ▶ Automatic timeout logs a user out of the system after a specified period, thereby decreasing the potential viewing or manipulation of client data by unauthorized individuals.

## UNAUTHORIZED ACCESS

If an unauthorized entity were to gain access to a customer's system and client data or if there were suspicion of probable access, Bowman Systems would take the following steps:

- ▶ The system would be examined to determine the presence of system or data corruption.
- ▶ If the system has been compromised, the system would be taken offline.
- ▶ Using the previous night's backup, a restored copy of the system data would be loaded onto another server, and the system brought back on line with the back-up data.
- ▶ Comparing the back-up database to the database taken offline, an investigation would be launched to determine the extent of the unauthorized activity/corruption, and the corrective action needed.
- ▶ Upon completion of the investigation, findings would be reported to the customer and options would be discussed.
- ▶ Upon customer approval, corrective action would be initiated. Corrective action could include all or part of the following:
  - ◆ The original hard drive would be completely erased and rebuilt, including a new operating system, SSL Certificate, application(s), and the back-up database.
  - ◆ If applicable and feasible, lost data from the original database would be restored.