

Nebraska Management Information System (NMIS)

**Policies
and
Standard Operating
Procedures**

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INTRODUCTION TO NMIS

The Nebraska Management Information System, henceforth referred to as NMIS, is a Nebraska non-profit organization administered by its Members. The NMIS hosts a shared web-based information management system that allows authorized End Users at Participating Agencies to collect clients' personal information, demographic information, service and referral information and, with the client's permission, to disclose information to NMIS for inclusion in a database maintained by NMIS which is open to all Participating Agencies. NMIS also permits Participating Agencies to create, maintain, and control an electronic agency client record belonging to each agency and to share information from their agency client records with other Participating Agencies.

MEMBERS

NMIS Members are coalitions or collaborative groups serving the state of Nebraska. The current Members of the NMIS are: Lincoln and Lancaster County Community Services Management Information System (CS-MIS), Community Action of Nebraska (CAN), Threshold (formally MACCH), and Nebraska Balance of State Continuum of Care (BOS). New Member groups may be admitted by the NMIS Board of Directors.

GOAL

The goal of the NMIS is to support a comprehensive system of care among Participating Agencies for the clients they serve via universal data set and referral, eligibility assessment, tracking, and case management, which meets regulatory compliance (See Section 601) and links health, behavioral health, and human services. The collection and dissemination of aggregated data (void of any identifying client level information) is made available to Participating Agencies, service providers, policy makers, and consumer representatives and advocates. The information is used to analyze and understand services and gaps in the delivery of services to agency clients.

SOFTWARE

Clarity Human Services is a proprietary, web-based client tracking and case management software owned by Bitfocus, Inc. Additional software enhancements that are available from the software vendor can be purchased by vote of the NMIS Board for a shared cost. Members can purchase additional software enhancements that are not approved by the NMIS Board. All software enhancement purchases will be made available to all Participating Agencies. Member purchased software enhancements will only be available until discontinued by the paying Member, unless renewed by the NMIS Board.

WEB AND DATABASE SERVERS

Clarity operates as a Cloud Service: a software application that is provided as a live service through a web browser, such as Internet Explorer, Firefox, Safari or Chrome, rather than a product you need to download and install. This means, wherever you or your authorized users are, only the internet and your secure login details are required to access the Clarity database management system. Clarity Human Services is designed to meet or exceed HUD requirements for data privacy and security and, properly configured, complies with HIPAA (Health Insurance Protection and Accountability Act) privacy and security requirements. Bitfocus' security program is designed to ensure the security and confidentiality of NMIS data, protect against any anticipated threats or hazards to the security or integrity of NMIS data, protect against unauthorized access to or use of NMIS data, ensure the proper disposal of NMIS data, and ensure that any subcontractors comply with the Bitfocus security program. They maintain their own physical server infrastructure, hosted at a HITRUST CSF compliant data center with round-the-clock security and technical staff, dual-factor authentication access, biometric scanners and monitored security cameras.

Internet access to the software is limited to agencies participating in the NMIS. NMIS will protect NMIS data to the utmost of its ability from accidental or intentional unauthorized End User modification, disclosure, or destruction.

FEE STRUCTURE AND FEES

The NMIS Board sets a Sustainability Fee to cover the costs of operating based on the number of End Users in the system. Members or Agencies are charged for all license and activation fees:

- Agency Licenses
 - New Agency license activation fee at the rate negotiated with Bitfocus, Inc. – one-time fee
 - Annual Agency license fee charged by Bitfocus, Inc., for each agency with licensed users
- Enterprise or End Users
 - New Enterprise User license activation fee at the rate negotiated with Bitfocus, Inc. – one-time fee
 - Annual Enterprise User license fee charged by Bitfocus, Inc., for each Enterprise User license
 - Annual NMIS Sustainability Fee for each End User license, calculated to cover system operating costs
- System Administrators
 - New System Administrator license activation fee at the rate negotiated with Bitfocus, Inc. – one-time fee
 - Annual System Administrator license fee charged by Bitfocus, Inc., for each SA license
- Data Analysis reporting tool
 - Annual Data Analysis license fee for any Enterprise User or System Administrator with Data Analysis

Each NMIS Member or coalition can charge additional administrative fees as necessary to cover local costs.

POLICIES AND PROCEDURES

These policies and procedures are adopted by NMIS and made applicable to each Participating Agency when it signs its agreement for access to and use of Clarity. The purposes of these Policies and Standard Operating Procedures are to:

- Create consistent rules governing access to and use of Clarity.
- Balance the desire of Participating Agencies to have access to common information as a means to enhance services and client satisfaction with the shared objective of assuring the privacy and security of client information.
- Assure that Participating Agencies adhere to the Policies and Standard Operating Procedures so that the NMIS can operate as designed.

The policies and procedures herein are not intended to meet the regulatory or compliance needs of Participating Agencies. Each Participating Agency remains solely responsible to determine whether its participation in the NMIS meets its legal and compliance requirements.

FORMAT OF MANUAL

This manual contains the most current information on the operation of the NMIS and is designed to support additional structure and processes. It is expected that information will be added, removed, and altered as necessary as the NMIS project evolves. For this reason, the manual is in modular form so that outdated information may be easily removed and updated as information is added or changed. For ease of use, pagination is by Section and policy number. Policy numbers are three-digit numbers, consisting of the Section number followed by 2 digits, which begin with 01. (e.g., Section 1 Policy 101, Section 2 Policy 201, Policy 202, and so on). Appendices are also included with this manual to further clarify a specific topic, form, policy, or procedure.

Section 1

ROLES AND REQUIREMENTS

101. BOARD OF DIRECTORS

The NMIS Board of Directors is made up of five representatives from each collaborative Member. Each director must be voted in by their respective Member organization.

Policy:

The Nebraska Management Information System Board of Directors is responsible for project management of the NMIS through Bitfocus Clarity Human Services software.

Roles and Requirements:

- **Policies:** The Board will **approve all NMIS policies and monitor Participating Agencies'** compliance with said policies.
- **Fiscal Responsibility:** The Board is responsible for **approving budgets** within NMIS, **maintaining financial viability** and approving **sustainability fees**. The Board will identify and apply for public and private funds to continue the NMIS operation.
- **Approve Contracts:** The Board will have oversight of all **contractual agreements** with NMIS.
- **Conflict Resolution:** The Board is responsible for approving and enforcing the recommendations from the Conflicts Committee.
- **Set NMIS Universal Data Elements requirements:** The Board will **establish minimum data elements** to be collected by all NMIS Participating Agencies. NMIS is the owner of the NMIS Universal Data Elements, a subset of data collected by Participating Agencies as defined in the Agency Participation Agreement.

102. MEMBERS

Policy:

An NMIS Member is any organization as defined by the NMIS Bylaws.

Roles and Requirements:

- Hire a full-time System Administrator dedicated to the roles and responsibilities as outlined in Section 107.
- Appoint five Member representatives to the NMIS Board of Directors.
- Participate in NMIS meetings and committee activities.
- Timely payment of required fees and other duties as assigned by the NMIS Board.
- Have all required Agency Participation Agreements or Memoranda of Agreement/Understanding signed.

102A. PARTNERING CONTINUUMS OF CARE

Policy:

Committed to the collection of client data, each CoC in the State holds responsibility for oversight of all Participating Agencies who receive HUD funding within their partnership, that generate or have access to client-level data. Each CoC is responsible for ensuring the minimum data quality standards.

Roles and Requirements:

- An agency must apply to and be approved by an NMIS Member to participate in NMIS.
- Participate in NMIS meetings and committee activities.
- Represent NMIS at Continuum of Care meetings to inform executive directors and leaders of Participating Agencies about local, statewide, and national issues that may affect their agency or NMIS.
- Establish and monitor Continuum of Care reports.
- Report noncompliance of NMIS policy and procedures to their System Administrator or NMIS Board representative.

103. SOFTWARE VENDOR

Policy:

Bitfocus, Inc. is responsible for designing Clarity Human Services software to meet national Housing and Urban Development (HUD) standards. Bitfocus will not have direct access to the NMIS database through any means other than the Clarity Human Services software unless explicitly granted permission by a System Administrator during a process of software upgrade or conversion.

Roles and Requirements:

Software vendor Bitfocus, Inc., is responsible for:

- Providing ongoing support to NMIS and System Administrators pertaining to the system.
- Providing ongoing support to the System Administrators pertaining to the needs of End Users to mine the database, generate reports, and other End User interface needs.
- Communicating any planned or unplanned interruption of service to the System Administrators.
- Implementing best practices to maintain system security.

104. HMIS INFRASTRUCTURE:

Policy:

As part of their contract with NMIS, Bitfocus is responsible for establishing and maintaining an information security program designed to ensure the security and confidentiality of NMIS data, protect against any anticipated threats or hazards to the security or integrity of NMIS data, protect against unauthorized access to or use of NMIS data, ensure the proper disposal of NMIS data, and ensure that any subcontractors comply with the Bitfocus security program.

Roles and Requirements:

- Bitfocus maintains their own physical server infrastructure, hosted at a HITRUST CSF compliant data center with round-the-clock security and technical staff, dual-factor authentication access, biometric scanners and monitored security cameras. The data center undergoes annual independent audits, and the code base undergoes on-going security reviews, including third-party penetration and vulnerability testing.
- Clarity Human Services is designed to meet or exceed HUD requirements for data privacy and security and, properly configured, complies with HIPAA (Health Insurance Protection and Accountability Act) privacy and security requirements.
- By default, all Clarity Human Services traffic is 2,048-bit SSL encrypted at transit and at rest. All API traffic must be further AES encrypted.
- Bitfocus maintains a Disaster Recovery Plan including relocation of computer resources and restoring infrastructure from onsite or offsite backups.
- Bitfocus is responsible for communicating any planned or unplanned interruption of service to the System Administrators.

105. PARTICIPATING AGENCY

Policy:

A Participating Agency is any agency, organization, or partnership that is committed to the collection of client data. Each Participating Agency holds final responsibility for oversight of all agency staff that generate or have access to client-level data to ensure adherence to all applicable state and federal regulations as well as to ensure adherence to the NMIS policies and procedures outlined in this manual.

Roles and Requirements:

- An agency must apply to and be approved by an NMIS Member to participate in NMIS.
- The Participating Agency must sign an Agency Participation Agreement or Memorandum of Agreement/Understanding before any access to NMIS is allowed.
- Assign one or more Agency Administrators with adequate computer software skills. Designate one primary lead Agency Administrator to work with the System Administrator.
- Determine agency data requirements and outcomes to be reported.
- Provide computers and internet access at a level required by the NMIS.
- Pay license fees for each person who uses the system.
- Be responsible for all activity associated with agency staff access and use of NMIS.
- Establish and monitor agency procedures that meet the criteria for access to NMIS as detailed in the policies and procedures outlined in this manual.
- Only allow access to NMIS to staff who have been trained by a System Administrator and who have a legitimate need for access. Need exists only for those staff, volunteers, or designated personnel who work directly with (or who supervise staff who work directly with) clients or have data entry or technical responsibilities.
- Ensure that clients are asked a minimum set of NMIS Universal Data questions for use in aggregate analysis.
- Ensure that all relevant client data is collected, entered directly, accurately, consistently, completely, and as close to date of collection as possible.
- Provide prompt and timely communication of data, changes in license assignments and End User information to System Administrator.
- Implement policies and procedures to prevent any misuse of NMIS by designated staff.
- Agencies are strongly encouraged to perform background checks to ensure the safe handling of client data.
- Ensure that a Privacy Notice policy pertaining to privacy of clients' information is implemented and a Notice of Privacy is posted in all client intake areas or high-traffic areas.
- Ensure all policies and procedures are followed within the agency.
- Notify System Administrator of any issue relating to breach of system security or client confidentiality.
- Entities who provide grant funding to an NMIS Member coalition or collaborative group may be given limited access to NMIS without a requirement to collect client data in order to monitor use of funds. **Otherwise “Read Only” access to HMIS is not permitted for non-participating organizations.** (see Policy 408)

106. PARTICIPATING AGENCY EXECUTIVE DIRECTOR

Policy:

The Participating Agency's Executive Director is responsible for all activity associated with agency staff access and use of the NMIS database. The Executive Director is responsible for establishing and monitoring agency procedures that meet the criteria for access to NMIS as detailed in the policies and procedures manual. The Executive Director agrees to only allow access to NMIS based upon need. Need exists only to those staff, volunteers or designated personnel who work directly with (or supervise staff who work directly with) clients or have data entry responsibilities. Agencies are strongly encouraged to perform background checks to ensure the safe handling of client data.

Roles and Requirements:

- Oversee the implementation of all security and client data policies and procedures.
- Assume responsibility for integrity and protection of client-level data entered into NMIS.
- Review monthly data quality reports or designate a person to conduct monthly review of data quality reports to meet minimum data standards.
- Establish business controls and practices to ensure organizational adherence to the NMIS Policies and Standard Operating Procedures.
- Designate agency staff to serve as Agency Administrator(s).
- Notify System Administrator of Agency Administrator resignation or termination.
- Communicate control and protection requirements to Agency Administrators and End Users.
- Authorize agency staff for access to the NMIS.
- Monitor compliance and periodically review control decisions.
- Sign the Agency Participation Agreement or Memorandum of Agreement/Understanding for your NMIS Member. (Appendix A)
- Provide each End User with the appropriate computer and internet access at a level required by the NMIS. (Appendix B)

107. SYSTEM ADMINISTRATOR

Policy:

The System Administrator serves as advisor to the NMIS Board and as liaison between the NMIS Board, Partnering Continuums of Care, Participating Agencies, and Software Vendor.

Training:

System Administrators must go through System Administrator training with Bitfocus, Inc.

Roles and Requirements:

System Administrators must understand all aspects of the NMIS database and the Clarity Human Services software. System Administrators will work as a collaborative team to promote effective use of Clarity through:

- **Relationship with Vendor and Other System Administrators**
 - Work with Bitfocus to obtain training, technical assistance, and upgrades.
 - Communicate with other System Administrators prior to making system-wide changes.
 - Communicate with other System Administrators prior to preparing reports that include data from more than one Continuum of Care or Community Action of Nebraska.
 - System Administrators should meet at minimum quarterly.
- **Relationship with Board**
 - Advise the NMIS Board about technical and programmatic issues.
- **Relationship with Agencies**
 - Communicate system changes with Agency Administrators in a timely manner.
 - Assign usernames and passwords to End Users as authorized by Participating Agency's Executive Director or Agency Administrator via a License Request Form (LRF). (Appendix C)
 - Coordinate End User Group email and activities.
 - Oversee contractual agreements with Participating Agencies and End Users in accordance with the policies and procedures of NMIS.
 - Provide training on Clarity Human Services and NMIS practices for agencies.
 - Help agencies with their reporting needs.
- **Clarity Human Services Management**
 - Monitor security and client confidentiality practices.
 - Have full access to add, edit, delete, and retrieve all End User data in the NMIS database. Full access of data will be granted based upon the need to access the data as approved by the Participating Agency in the Agency Participation Agreement.
 - Have full access to individual client data only for the purpose of maintenance and monitoring data integrity unless instructed otherwise by the Participating Agency's Executive Director or Agency Administrator.

108. AGENCY ADMINISTRATOR

Policy:

The Agency Administrator, as appointed by the Participating Agency's Executive Director, is the contact person for the System Administrator and will manage the operation of the system within the agency and/or agency's program(s).

Roles and Requirements:

- Possess appropriate level of management information system skills for agency.
- Receive Clarity Human Services training from the System Administrator.
- Have the capacity to implement Participating Agency and NMIS policies and procedures.
- Coordinate training with System Administrator for individual End Users.
- Support End Users in agency-level training, including agency policies and procedures.
- Annual Agency Administrator refresher training will be required.
- Monitor End Users to ensure that policies and procedures are followed.
- Provide any updated Agency profile information to the System Administrator annually.
- Create and/or run reports for the agency.
- Monitor agency End Users to ensure that the data quality, policies, and procedures are met.
- Establish standard reports to be run for each specific program created within Participating Agency.
- Run regular reports determined by System Administrator to verify data quality meets minimum data standards.
- Communicate information shared by System Administrator(s) to End Users at their agency within 72 hours.

109. END USER

Policy:

An End User is any person who is authorized to access NMIS. End Users must be employees or volunteers of a Participating Agency. Current guests in shelter or facility-based housing may not have access to NMIS as volunteers or employees in order to preserve confidentiality for other clients. Participating Agencies who wish to hire or use as a volunteer any former client of one of that Participating Agency's programs are encouraged to establish a minimum 90-day probationary period before access to NMIS is granted. Participating Agencies who wish to hire or use as a volunteer any former client of any Participating Agencies' shelter or facility-based housing may grant access to NMIS at their discretion.

Roles and Requirements:

- Each End User must be at least of the federal legal age of 18 years of age.
- Each End User must have basic computer and internet skills.
- Each End User must be trained by a System Administrator.
- Each End User must be assigned an access role and issued an End User license.
- Each End User must sign the HMIS User Agreement. (Appendix D)
- Each End User must enter all relevant client data into NMIS accurately, consistently, completely, and as close to date of collection as possible.
- Each End User must obtain informed consent and appropriate releases of information from client.

Section 2

PARTICIPATION REQUIREMENTS

201. HARDWARE AND INTERNET REQUIREMENTS

Policy:

Each computer accessing Clarity Human Services must meet minimum system requirements.

Procedure:

- Participating Agencies will provide their own computer(s) and method of connecting to the internet for each End User licensed to access Clarity Human Services. System Administrators will provide Participating Agencies with guidelines for computer and internet connections to ensure proper response time, security, and efficient system operation of Clarity Human Services. (Appendix B)
- Software vendor Bitfocus, Inc., sets minimum standards for use of their software. Information will be reviewed and updated as new information becomes available. For recommended computer specifications see Appendix B. Participating Agencies are responsible for maintenance of computers and troubleshooting problems with internet connections at their respective sites.

202. PARTICIPATING AGENCY COMPUTER SECURITY

Policy:

Each Participating Agency will keep updated virus protection software and firewalls on agency computers that access Clarity Human Services.

Procedure:

Participating Agencies will ensure each computer accessing the NMIS database is at all times protected with virus protection and/or adware and spyware.

- No un-scanned flash drive or other media will be introduced to the Participating Agency computer(s) or Clarity Human Services.
- There will be no unauthorized access to the system.
- No publicly accessible computer shall be used to access Clarity Human Services (e.g. libraries and internet kiosks).
- Clarity Human Services should be accessed via password protected Wi-Fi or other secured internet connection.
- Computers should be set up to delete the temporary internet files and browsing history upon exit.
- All computers must require a workstation password.
- Password protected screensavers should be set to activate within 5 to 8 minutes when a workstation is not in use, and End Users should lock their workstations whenever they are unattended for any amount of time.
- All email messages must contain a confidentiality notice.
- Systems must be scanned at a minimum of weekly for viruses or malware.
- The Agency's Privacy Policy should include a "work from home" policy if staff members are allowed to work at home. The security setting should match the professional work environment. If completing work at home or in an approved remote location, users should control/restrict downloads and ensure hard drives are properly cleaned.

203. APPOINTMENT OF AGENCY ADMINISTRATOR

Policy:

Participating Agencies must identify one or more key staff to serve as the Agency Administrator(s). This person is not required to be an agency's computer technical person but must be able to fulfill the roles and requirements of Agency Administration in Policy 108.

Procedure:

- Participating Agency's Executive Director must supply the System Administrator with the contact information for the Agency Administrator.
- Serve as a single point of communication between the Participating Agency's End Users and System Administrators.
- Receive Clarity training by a System Administrator prior to accessing NMIS.
- If employment with Participating Agency ends, a new Agency Administrator must be designated and receive Clarity Human Services training by a System Administrator. An interim Agency Administrator must be assigned until a new one is hired.
- Responsible for generating internal agency reports.
- Monitor NMIS access.
- Responsible for training new End Users on the confidentiality policies and procedures of the Participating Agency and on any agency-specific assessments and workflows.

204. CUSTOMIZATION

Policy:

In addition to the required Universal Data Elements (Policy 502), the Participating Agency will identify all additional data elements needed to fulfill agency requirements. This includes assessments, service records, case management, needs, and referrals.

Procedure:

The Participating Agency will work with the System Administrator for customization of Clarity Human Services screens. If a customization request cannot be fulfilled by the scope of the System Administrator's position but could be fulfilled by Bitfocus, Inc., it is the responsibility of the Participating Agency to contract and pay for such services. All such services must first be approved by the NMIS Board and then coordinated with Bitfocus, Inc., by the System Administrator.

205. LICENSES

Policy:

All End Users of Clarity Human Services must have a valid license at all times to access Clarity. Current guests in shelter or facility-based housing may not have access to NMIS as volunteers or employees in order to preserve confidentiality for other clients. Participating Agencies who wish to hire or use as a volunteer any former client of one of that Participating Agency's programs are encouraged to establish a minimum 90-day probationary period before access to NMIS is granted. Participating Agencies who wish to hire or use as a volunteer any former client of any Participating Agencies' shelter or facility-based housing may grant access to NMIS at their discretion.

Procedure:

- Participating Agencies will purchase a license for each individual using the NMIS database.
- Each End User must be responsible to comply with the HMIS User Agreement (Appendix D) and must possess a current license.
- Participating Agencies must complete a License Request Form (LRF) (Appendix C) for any **additions, deletions or changes** in End User licenses. The LRF must be submitted to the System Administrator who will keep the LRF on file.
- Participating Agencies must arrange for payment of licenses and sustainability fees to NMIS, CAN, or to ICA for THRESHOLD COC Agencies. Non-payment may compromise Participating Agencies ability to access Clarity Human Services.

206. TRAINING

Policy:

Each Participating Agency understands that System Administrators will provide initial training and periodic updates to each End User about the use of the NMIS.

Procedure:

Participating Agencies will ensure that all End Users meet the mandatory training and onboarding program requirements. End Users who are not trained and/or don't have a current HMIS license in their name, shall not under any circumstances be allowed to access HMIS.

All End Users must be trained by an NMIS System Administrator. Training includes initial training from the System Administrator and follow-up training provided by the Agency Administrator. System Administrators and Agency Administrators will coordinate the training needs of all End Users within the System Administrator's regular work hours.

New End User Training

- **System Administrators** will provide training for new End Users that covers, at minimum, the following:
 - Basic Clarity Functions
 - ROI Consent and Informed Consent
 - Policies and Procedures
 - Privacy and Security

Additional training may be required for specialized workflows at the discretion of the System Administrator.

- **Agency Administrators** will provide supplemental training for all new End Users within the Participating Agency as follows:
 - Participating Agency's policies and procedures.
 - NMIS Policies and Standard Operating Procedures within this manual.

Refresher Training

The Agency Administrator or the System Administrator may determine that an End User needs to be re-trained and/or that access to HMIS needs to be limited until additional training can be provided. HMIS access will be restored once the End User can demonstrate competency to ensure successful participation in HMIS and not impact system data quality.

Change of Agency or Leave of Absence

- If a current licensed user changes employment and goes to another agency within 30 days or less of last HMIS access, the user will need to complete the following training components:
 - Privacy and Security
 - ROI Consent and Informed Consent
- If a previously licensed user returns to an agency (same or new) and it has been longer than 90 days since last HMIS access, the user will be required to complete all New End User Training as listed above.
- If a current user has been on leave for longer than 30 days, the user will need to do the following re-entry training:
 - Privacy and Security
 - ROI Consent and Informed Consent

Additional training may be required for specialized workflows at the discretion of the System Administrator.

207. END USER GROUPS

Policy:

Each NMIS Member may organize End User Groups or other meetings to discuss Clarity process updates, policy and practice guidelines, data analysis, and software/hardware upgrades.

Procedure:

- Participating Agencies should designate an End User to regularly attend End User Groups or other Clarity-related meetings designed to manage communication on system issues between Participating Agencies, NMIS and Nebraska's Continuums of Care.
- End User Groups and other Clarity-related meetings will provide a forum for Participating Agencies to provide input on system enhancements and to help identify best practices.

208. TERMINATION OR WITHDRAWAL

Policy:

Each agency understands NMIS is the owner of the Nebraska Universal Data Elements.

- **Termination or Withdrawal of Agency.** A Participating Agency that withdraws from the NMIS (thereby ceasing to be a Participating Agency) cannot require that NMIS expunge the Universal Data Elements contributed by that agency. If the withdrawing agency wishes to retrieve information from Clarity for transfer to a different system, all costs associated with transfer will be the responsibility of the agency. Once terminated, the Agency will no longer have access to Clarity.
- **Termination of the NMIS.** In the event the NMIS ceases to exist and the Participating Agencies wish to continue maintaining the Universal Data Elements, NMIS will endeavor to transition responsibility for maintaining and operating the database to another qualified entity.

Procedure:

- **Termination or Withdrawal of Agency:** The Participating Agency will notify the System Administrator thirty (30) days in advance of its intent to withdraw or terminate its participation in NMIS. The Participating Agency will exit all program participants and close out all data. The System Administrator will confirm that all clients have been exited and all data has been closed out, will delete all End User licenses, and will update the website list of Participating Agencies.
- **Termination of the NMIS:** The NMIS Board of Directors will provide a written notice to the Executive Directors of all Participating Agencies thirty days (30) days in advance of its intent to cease operations. The NMIS Board of Directors will endeavor to transition responsibility for maintaining and operating the database to another qualified entity.

Section 3

TECHNICAL SUPPORT

301. TECHNICAL ASSISTANCE

Policy:

Each Participating Agency understands that the System Administrator will be available for Clarity Human Services technical assistance within reason (i.e. help desk and troubleshooting).

Procedure:

- System Administrators will respond to Agency Administrators on questions from End Users and provide technical support in response to system functionality and Clarity Human Services software. System Administrators will provide help desk functions to Participating Agencies.
- End Users should first seek support from their Agency Administrator. If more expertise is required to further troubleshoot an issue, the Agency Administrator should contact their System Administrator/Help Desk. The Agency Administrator will provide sufficient issue details--client ID, screenshots, reports, user, project, url, browser, etc.--or help recreate the problem.
- If the issue cannot be resolved by the System Administrator, the System Administrator will submit a ticket to Bitfocus. All technical support with Bitfocus for system software functionality and or technical questions, upgrades, and requests will be submitted by System Administrators and documented through the Bitfocus Help website at <https://get.clarityhs.help>.
- The System Administrator will try to respond to all email inquiries and issues within 48 hours, but support load, holidays, and other events may impact response time.
- Participating Agencies will provide for their own technical support for all hardware and software used to connect to the NMIS. This includes purchase and upgrades to all existing and new computer equipment used to access the NMIS database as well as virus protection software and web browsers on all computers. Participating Agencies will update software and install patches regularly or as they become available.

302. INTERRUPTION IN SERVICE

Policy:

Bitfocus will inform System Administrators who will notify Agency Administrators and/or End Users in advance of any planned interruption in service.

Procedure:

Planned software interruption in service will be communicated either by email, system alert or a notice on the sign on page and search within the HMIS.

In the event that the database server is unavailable due to disaster or routine maintenance, the System Administrator will contact the Agency Administrators and/or End Users to inform them of the cause and duration of the interruption in service.

Section 4

DATA ACCESS

401. ACCESS FOR PARTICIPATING AGENCIES

Policy:

System Administrators have access to all agencies and projects within the implementation.

Participating Agencies have access to only the projects within their own agency.

Procedure:

The HMIS is configured to have all Participating Agencies within the appropriate Continuum of Care. Projects are added to the agencies, specifying CoC.

There are a small number of agencies that have been created for a specific activity, such as Coordinated Entry. End Users who participate in Coordinated Entry will typically have an access role in their Participating Agency and additional agency access in Coordinated Entry and will toggle back and forth as needed.

402. ACCESS ROLES FOR END USERS

Policy:

Appropriate access roles will be assigned to each NMIS End User within their designated Participating Agency. There are a number of customizations that can be made to fit the individual access needs of staff members.

System Administrator Only Rights: There are a handful of rights that are only available to staff members assigned the System Administrator role:

- System Setup configuration (Screens, Access Roles, Field Editor, Settings, Templates)
- Merge tools (Clients and Programs)
- Creating and managing agencies
- Creating and managing staff members
- Sharing settings
- Audit Log

Access Rights: Access rights provide staff members access to specific components of the client record, agency and program management, and HMIS functionality. If the right is toggled off for an access role, staff members with that access role will not be able to access the corresponding functionality.

Procedure:

There are three main types of Seats: Admin, Enterprise and Manager. Each seat type has access to specific Access Role rights in Clarity Human Services:

- Admin: Access to all Access Role Rights--System Administrators have this role
- Manager: Access to all Access Role rights except for Any Agency Sensitive Data, Data Import (File Listing, File Import, and File Mapping), and Full CoC Export (**This role is NOT approved for use in our implementation**).
- Enterprise: Same access level as Manager except for Manage Agency, Data Analysis, Data Analysis Save, and Aggregate Data Analysis. Data Analysis can be added to an Enterprise seat by purchasing a Data Analysis license.

For a full list of access rights and their associated Role Types, see the Rights Glossary: [Rights Glossary for Access Roles – Bitfocus \(clarityhs.help\)](#)

Access roles will be created, updated and/or deleted by the System Administrator upon emailed notification by the Agency Administrator as authorized by the Participating Agency's Executive Director.

403. ACCESSING HMIS

Policy:

Participating Agencies must adhere to the following procedures to provide HMIS access to any staff member.

Procedure:

End User access to the NMIS database requires:

- The Participating Agency will determine which of their employees will have access to the HMIS. User access will be granted only to those individuals whose job functions require legitimate access to the system.
- **License Request Forms (LRF) (Appendix C)** will be completed by a Participating Agency and submitted to the System Administrator. The System Administrator will keep the LRF on file.
- Proposed End User must complete the required training and demonstrate proficiency in use of the system.
- After the required training is completed, the System Administrator will provide access to the HMIS system where the End User must sign the HMIS User Agreement. This agreement states that the End User has received training, will abide by the Policies and Procedures, will appropriately maintain the confidentiality of client data, and will only collect, enter and retrieve data in the system relevant to the delivery of services to people. This agreement will be updated annually.

404. END USER IDENTIFICATION AND PASSWORD

Policy:

The HMIS User Agreement states identification names and passwords will not be shared among End Users. HMIS can only be accessed with a valid username and password combination. The System Administrator will provide a unique username and initial password for eligible individuals after completion of required training and signing of the HMIS User Agreement and receipt of these Policies and Procedures.

Procedure:

The System Administrator will create all End User identification names using the first initial of the first name and the full last name, e.g., John Doe's End User identification name would be jdoe. If two End Users have the same first initial and last name, the first two letters of the first name will be used, for example jodoe, or add a 1 to the end of the username, for example jdoe1

- **Password Creation:** System Administrators will communicate the username and one-time generated password in a secure and confidential manner to the End User during training and/or upon completion of training requirements. The End User will be required to change the password the first time he/she logs into the NMIS. The End User will be required to create a permanent password that is between eight and sixteen characters in length. It must also contain characters from the following four categories: (1) uppercase characters (A through Z), (2) lower case characters (a through z), (3) numbers (0 through 9), and (4) non-alphabetic characters (for example, \$, #, %).
- **Screen Lock and Logoff:** The End User will be at the computer at all times when data is visible on the computer screen. Prior to leaving the computer station, the End User will ensure that data is not visible on the screen and will lock the screen. The End User will log off the database and close the web browser when the End User is not actively engaged in data entry. After 30 minutes of inactivity, End Users will get a session timeout warning popup that will allow users to continue their session or will automatically log the user off after 5 more minutes of inactivity.
- **Password Reset:** End Users who forget their password, can reset passwords from the login screen. If an End User unsuccessfully attempts to log in three times, access will be locked for one hour unless the password is reset by the System Administrator.
- **Password Expiration:** For security purposes, the Forced Password Change (FPC) will occur every 120 consecutive days and the end user will be prompted to enter a new password. A notification email will be sent to the email on record within 5 days of expiration. End Users may not use the same password consecutively but may use the same password more than once.
- **Confidentiality:** Sharing of usernames and passwords will be considered a breach of the HMIS User Agreement since it compromises the security to clients. End Users will not transmit identification names or passwords.
- **Storage:** NMIS discourages keeping a written copy of a password. However, if passwords are written, they are to be securely stored and inaccessible to other persons. End Users are not to store passwords on a personal computer for easier logon. Never let your computer and/or internet browser store a login or password. This means do not store in Google, Firefox, Chrome, etc.

405. CHANGE IN EMPLOYMENT

Policy:

Agency Administrators are required to notify System Administrators of any change in employment for license holders – termination, job change, or extended leave of absence – so that access to HMIS can be terminated or inactivated in a timely manner.

Procedure:

- If an End User's employment is terminated, the Agency Administrator is required to give immediate notice via phone or email to the System Administrator who will inactivate the End User's license. If the Agency Administrator is terminated, the Participating Agency's Executive Director must give notification to the System Administrator immediately.
- If an End User leaves a Participating Agency or changes job to one that does not require HMIS access, the Agency Administrator must notify the System Administrator prior to the last day to be worked by submitting a completed License Request Form (Appendix C). The End User's access will terminate at the end of business on his/her last day of employment or sooner if requested by the Agency Administrator. If the Agency Administrator is resigning his/her position, he/she is required to give the System Administrator at least five days' notice of his/her last workday.
- A departing End User's license may be transferred to a new employee by submitting a License Request Form to the System Administrator. Training will be required for the new End User by the System Administrator.
- If a current End User changes employment and goes to another agency within 30 days or less of last HMIS access, the user will need to complete training on Privacy & Security and ROI Consent & Informed Consent. If a previously licensed user returns to an agency (same or new) and it has been longer than 90 days since last HMIS access, the user will be required to complete all New End User Training outlined in Section 206.
- If an End User is scheduled for an extended leave for a period of longer than 30 days, the Agency Administrator will notify the System Administrator and his/her password will be inactivated within five (5) business days of the start of the leave period. If an End User has been on leave for longer than 30 days, the System Administrator will determine whether the user needs to do re-entry training on Privacy & Security and ROI Consent & Informed Consent.
- If an End User has not logged into the system in 90 days, the system will automatically move them to inactive.

406. ETHICAL USE

Policy:

All End Users will sign an HMIS User Agreement before being given access to Clarity Human Services. Use of HMIS data for any purpose that is not expressly authorized by the NMIS Member and/or the System Administrator shall be considered a violation of the HMIS User Agreement and will be subject to an internal investigation. Any individual or Participating Agency misusing or attempting to misuse Clarity Human Services data may be denied access to the Clarity database and any relationship with NMIS may be terminated. Agencies are strongly encouraged to perform background checks to ensure the safe handling of client data.

Current guests in shelter or facility-based housing may not have access to NMIS as volunteers or employees in order to preserve confidentiality for other clients. Participating Agencies who wish to hire or use as a volunteer any former client of one of that Participating Agency's programs are encouraged to establish a minimum 90-day probationary period before access to NMIS is granted. Participating Agencies who wish to hire or use as a volunteer any former client of any Participating Agencies' shelter or facility-based housing may grant access to NMIS at their discretion.

Procedure:

- System Administrator will inactivate and/or delete the End User license.
- The System Administrator will inform the Participating Agency Executive Director and/or Agency Administrator and the NMIS Member of the unethical use of the license.

407. UNAUTHORIZED ACCESS

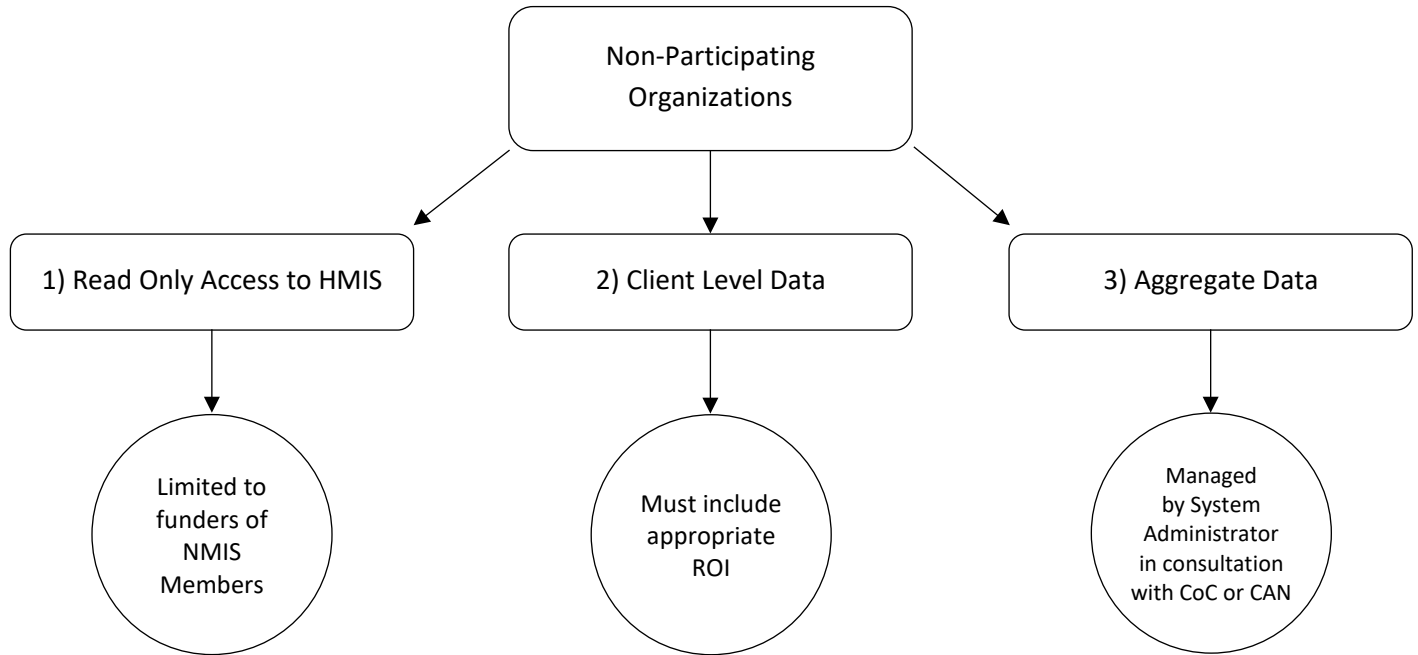
Policy:

Participating Agencies will ensure that there will be no deliberate corruption of the NMIS database. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations will result in immediate suspension of services. NMIS Participating Agencies, Members and/or Bitfocus, Inc., may pursue all appropriate legal actions.

Procedure:

If unauthorized access is suspected, an immediate investigation will be conducted, and the proper authorities contacted.

408. DATA ACCESS FOR NON-PARTICIPATING ORGANIZATIONS



Policy:

Access to NMIS is limited to Participating Agencies who are committed to the collection of client data. Entities who provide grant funding to an NMIS Member coalition or collaborative group may be given limited access to NMIS without a requirement to collect client data in order to monitor programs. **Otherwise “Read Only” access to HMIS is not permitted for non-participating organizations.** (Flow Chart Figure 1)

Requests from non-participating organizations for client-level information must include an appropriate client release of information. (Flow Chart Figure 2)

Requests from non-participating organizations for aggregate data will be managed by the appropriate System Administrator(s) in consultation with Continuum of Care or CAN leadership. (Flow Chart Figure 3)

Procedure:

Client-Level Information for Non-Participating Organizations

- Non-participating organizations requesting client-level information should contact the program serving the client and must provide an appropriate client release specifying that it is for data entered into the Nebraska Management Information System. (Flow Chart Figure 2)

NMIS Data Requests

- Non-participating organizations seeking aggregate data on homelessness that is not already available, should contact the appropriate System Administrator(s) for the Continuum(s) of Care or Community Action of Nebraska. The System Administrators will coordinate with each other prior to preparing reports that include data from more than one NMIS Member. (Flow Chart Figure 3)

Section 5

DATA DEFINITION AND DATA QUALITY

501. DATA QUALITY EXPECTATIONS

Policy:

In accordance with the HUD Data and Technical Standards, End Users and Agency Administrators will familiarize themselves with the HMIS Data Quality Standards and the HMIS Security, Privacy and Data Quality Plan. They will enter data according to HMIS and HUD Standards and cooperate fully with HMIS staff in performance improvement if needed.

Each Participating Agency is responsible for the overall integrity of the client data entered into the NMIS. Any exceptions to entering complete information **will not be made at the preference of individual End Users**. Exceptions in regard to concerns about the safety or risk to clients will be made and implemented by the Participating Agency. Data integrity will be realized when the Participating Agency meets all the following elements of Data Quality Standards:

- Timeliness
- Completeness
- Accuracy
- Consistency

Procedure:

System Administrators and Agency Administrators will perform regular data quality audits in the NMIS database to ensure data integrity. Additional training will be required to address repeated patterns of data inaccuracies.

- **Timeliness**

Guidelines

- Enter all relevant client information as close to the date of collection as possible.
- Review and update historical information.

- **Completeness**

Guidelines

- All clients' Universal Data Elements (Policy 502) will be complete.
- All relevant assessments and services will be complete.
- All enrollment/exit data will be complete.
- Actively strive to reduce the occurrence of null values.

- **Accuracy**

Guidelines

- Review data quality audits and correct inaccurate services.
- All services entered in NMIS will be relevant to the Participating Agency's program(s).
- Ensure that the number of clients served or the types of services and/or emergency shelter beds provided is not misrepresented.
- Any updates and information, errors or inaccuracies that come to the attention of the Participating Agency will be corrected by said agency.

- **Consistency**

Guidelines

- Use common interpretation of questions and answers.

502. UNIVERSAL DATA ELEMENTS

Policy:

HMIS Universal Data Elements are elements required to be collected by all projects participating in HMIS, regardless of funding source. Projects funded by any one or more of the Federal Partners must collect the Universal Data Elements, as do projects that are not funded by any Federal Partner (e.g. missions) but have agreed to enter data as part of the Continuum of Care's HMIS implementation. The Universal Data Elements are the basis for producing unduplicated estimates of the number of people experiencing homelessness, accessing services from homeless assistance projects, basic demographic characteristics of people experiencing homelessness, and patterns of service use, including information on shelter stays and homelessness over time.

Procedure:

The Participating Agency is responsible for ensuring that all clients, regardless of anonymous status, are asked a minimum set of questions for use in aggregate analysis. These questions are contained within the Nebraska Universal and/or the various Clarity Human Services assessments. Participating Agencies and End Users will follow all minimum data entry requirements on the NMIS client profile to ensure that Participating Agency information is complete and accurate.

Universal Data Elements (one and only one per client record)

- Name
- Date of Birth
- Gender
- Race
- Ethnicity
- Client location
- Social security number
- Veteran status

Universal Project Stay Elements (one or more value(s) per client or household project stay)

- Disabling Condition
- Project Start Date
- Project Exit Date
- Destination
- Relationship to Head of Household
- Client Location
- Housing Move-in Date
- Prior Living Situation

Program Specific Data Elements

To meet the statutory and regulatory requirements of federally funded programs using HMIS, additional elements are required for different funding sources. The Program Specific Data Elements are elements that are required by at least one of the HMIS Federal Partner Programs.

- Income and income sources
- Non-cash benefits
- Health Insurance
- Physical Disability
- Developmental Disability
- Chronic Health Condition
- HIV/AIDS
- Mental Health Disorder
- Substance Use Disorder
- Domestic Violence
- Current Living Situation
- Date of Engagement

- Bed Night Date
- Coordinated Entry Assessment
- Coordinated Entry Event

Nebraska Universal Elements

- Highest Level of Education Attained
- Zip Code of Last Permanent Address
- Foster Care

Federal Partner Program Data Elements

- Some project types are more complex and require additional data collection instructions otherwise known as the Federal Partner Program Data Elements. Please refer to the specific Federal Partner Program Manual for additional guidance.

503. DATA ACCURACY

Policy:

Participating Agencies and End Users are responsible for ensuring the accuracy of information entered into the system. Each Participating Agency will submit information only on individuals that are clients with the agency. Misrepresenting or knowingly reporting inaccurate client information is a misuse of the NMIS.

Procedure:

Imprecise or false data creates an inaccurate picture of homelessness within a community and may create or diminish gaps in services. Inaccurate data may be intentional or unintentional. In general, false or inaccurate information is worse than incomplete information, since with the latter, it is at least possible to acknowledge the gap. It should be emphasized to clients and staff that it is better to enter nothing than to enter inaccurate information. All data entered into the HMIS is a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference.

Any updates in information, errors, or inaccuracies that come to the attention of the Participating Agency will be corrected by that agency.

Deliberate entry of incorrect information into HMIS is a violation of the HMIS User Agreement and could result in revocation of user access.

504. PERFORMANCE IMPROVEMENT

Policy:

Each Participating Agency will endeavor to improve performance of entering data into NMIS.

Procedure:

System Administrators will work with Agency Administrators as needed to develop plans for improved and increased performance for Participating Agencies' programs and to assess reporting needs. System Administrators will meet as needed with the Participating Agency to review performance improvement plans and/or reports.

At a minimum, meetings will include plans to address issues pertaining to the following items:

- Controlling access to the system – End User identification names and passwords
- Training and technical software support
- Technical performance of the system
- Overall data integrity: timeliness, completeness, accuracy and consistency
- Confidentiality, Privacy, and Security (Section 6)
- Other Agency issues

Section 6

CONFIDENTIALITY, PRIVACY AND SECURITY

601. CLIENT'S RIGHT TO PRIVACY

Policy:

Personal information collected about the client should be protected. Each Participating Agency and End User must abide by the terms in the Agency Participation Agreement or Memorandum of Agreement and the HMIS User Agreement.

Participating Agency and End User privacy practices will comply with all applicable laws and policies governing client privacy and confidentiality. Applicable standards include, but are not limited to the following:

- Federal Register Vol. 69, No. 146 (HMIS FR 4848-N-02 - Federal statute governing information in a Homeless Management Information System)
- NMIS Policies and Standard Operating Procedures
- The Security, Privacy and Data Quality Plan for the Participating Agency's NMIS Member

NMIS is not a Covered Entity under HIPAA (Health Insurance Portability and Accountability Act) or 42 CFR Part 2 (Federal statute governing drug and alcohol treatment). Participating Agencies who are Covered Entities under HIPAA and/or 42 CFR Part 2 should have privacy policies that comply with those statutes.

Procedure:

- Participating Agencies are required to have a Privacy Policy. It should include:
 - The minimum standards an agency uses to collect, utilize, and disclose information:
 - How privacy policies will be explained
 - How client consent will be obtained (Policy 602).
 - How clients can access their record (Policy 603).
 - Who will have what access roles in the HMIS. Copies of the Agency Participation Agreement (Appendix A) or Memorandum of Agreement and the HMIS User Agreement (Appendix D) may be attached to the Privacy Policy.
 - How access to the office areas where the HMIS is being used will be controlled.
 - A plan for remote access that addresses privacy concerns if staff will be using the HMIS outside the office, such as doing data entry from home.
- Participating Agencies will post the NMIS Consumer Notice (Appendix E) in all client intake areas and high traffic areas. The NMIS Consumer Notice can be customized to reflect additional aspects of the Participating Agency's Privacy Policy.

Summary Required Elements & Documents	
Privacy Policy: This document outlines the minimum standard by which an agency collects, utilizes, and discloses information.	Agencies must adopt a privacy statement which meets all minimum standards. It must be posted on your Agency's local website (if available).
Consumer Notice: This posting explains the reason for asking for personal information and notifies the client of the Privacy Policy.	Agencies must adopt and utilize a Consumer Notice posting. The NMIS Consumer Notice (Appendix E) meets all HUD requirements.
Client Release of Information: This form must be signed by all adult clients. This gives the client the opportunity to refuse sharing of their information with other agencies within HMIS.	Client signatures are required prior to inputting information in HMIS in a manner that is shared. Agencies must "lock" or restrict access to others if consent is not obtained.

602. CLIENT CONSENT

Policy:

Current HUD data standards indicate that there is no requirement that client consent be obtained to enter client information into HMIS; there is only a requirement that client consent be obtained in order to share information entered into HMIS with other HMIS participating providers. **However, NMIS is an open system with statewide data sharing to facilitate coordination of services between Participating Agencies, so we are required to request consent from every client before sharing their information through NMIS.**

Participants who decline to provide a release of information for sharing data between organizations in Clarity will not be denied services. Clients may choose not to share their information, and Participating Agencies may not limit or deny services based on a client's refusal to sign the release of information.

Procedure:

- End Users will inform each client of the agency's participation in NMIS and what information is being shared, with whom it is being shared, and for what purposes.
- Each client must have the opportunity to sign a paper or electronic copy of the NMIS Client Release of Information (Appendix F) giving informed consent to have their data entered into Clarity and to share first name, last name, social security number, date of birth, gender, veteran status, race, ethnicity, and photo.
- Each adult in the household needs to provide consent. For minors, a parent or guardian must also give permission for their child's data to be shared.
 - Minor children are defined as dependent children in the household who are 18 years of age or younger.
 - Dependent adults with a legal guardian or caretaker can have an ROI signed by the legal guardian or caretaker.
- Verbal consent is allowed for electronic or telephone assessment. Participating Agencies are expected to present clients who participate in in-person services with a paper ROI upon receiving those services.
- If the client's Clarity record already contains an active Release of Information (ROI) that was signed in person, the End User does not need to present the client with another ROI form. If the active ROI is expiring soon, after obtaining consent, the End User can modify the start date of the new ROI to be the day after the existing ROI expires. The end date should still be one year from the date of consent. Specific programs may use an ROI that is valid for more than one year.
- Participating Agencies must store signed NMIS Client Release of Information forms in client records for up to seven years for auditing purposes.
- It is the responsibility of Participating Agencies that are also Covered Entities under the Health Insurance Portability and Accountability Act (HIPAA) to ensure compliance with HIPAA when entering client information or obtaining client consent.

Refusing or Revoking Consent

- If a client refuses consent to share their data, the record will still be created.
 - If the *client already has a record* in Clarity created by another agency, only enrollment in the new agency's program can be locked since the client has already consented to share.
 - If this is a *new client record*, agencies can lock the record down at the agency level.
- The end date for an ROI with a No response should be one year from the Start Date. Clients who previously denied consent but later provide consent can have their existing denial end-dated so the new ROI response can be recorded. A System Administrator can end-date ROIs with a No response that were created by another agency.
- Clients must be made aware of their right to revoke their consent to share their information. Participating Agencies must have copies of the Revocation of Consent (Appendix G) available upon request.

Anonymous Clients

- Only clients who are at risk due to domestic violence or other safety concerns may be created with the first name and last name as Anonymous. The other Universal Data Elements, except DOB, will be recorded as Client Refused when creating the record. DOB is an essential data element in identifying youth versus adult client records. Once the Profile has been saved, the Clarity Unique Identifier should be added to the Last Name (Anonymous ABCDEF123).

603. CLIENT ACCESS TO RECORDS

Policy:

Clients have the right to request a copy of their record from a Participating Agency. Participating Agencies may reserve the right to refuse a client's request under certain circumstances.

Procedure:

- Clients have the right to request inspection or a copy of their HMIS record from a Participating Agency.
- Clients also have the right to a current copy of the Participating Agency's Privacy Policy and to have access to the list of other Participating Agencies who can see their Protected Personal Information (PPI) and the NMIS Universal Data Elements (Policy 502).
- Participating Agencies may reserve the right to refuse a client's request for inspection or copying of their NMIS record in the following circumstances:
 - Information is being compiled in reasonable anticipation of litigation or comparable proceedings.
 - The record includes information about another individual.
 - The information was obtained under a promise of confidentiality from another party and disclosure would reveal the source of the information.
 - The Participating Agency believes that disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.
- If a client's request is denied, the client should receive a written explanation of the reason for the denial.
- The client has the right to appeal the denial by following the Participating Agency's established grievance procedure.
- Regardless of the outcome of the appeal, the client shall have the right to add a concise statement of disagreement to his/her NMIS record.

604. PROTECTING CONFIDENTIALITY WHEN USING TECHNOLOGY

Policy:

Client and NMIS PPI will be protected from unintentional or intentional disclosure through the use of technology. Participating Agencies will take the precautions necessary to prevent the use of AI/Artificial Intelligence assistants and other technologies to analyze, record, transcribe, summarize, or otherwise process any communications, meetings, or documents containing Client or NMIS PPI. Participating Agencies should also be mindful to prevent the insecure sharing of any recording, transcript, summary, or notes containing Client or NMIS PPI resulting from a virtual meeting software or other technological tool.

Procedure:

- Participating Agencies hosting virtual meetings where Client or NMIS PPI is discussed will disable AI assistants embedded in virtual meeting software such as Zoom and WebEx and will prevent meeting attendees from activating such technologies.
- Participating Agencies hosting virtual meetings where Client or NMIS PPI is discussed will disable recording, transcription, or other documentation of such discussion in virtual meeting software such as Zoom and WebEx.
- Participating Agencies will take steps necessary to ensure that Client or NMIS PPI is not shared in an insecure format, such as disabling the automatic sharing of meeting notes via email.

APPENDIX A

Agency Participation Agreement

Nebraska Management Information System

AGENCY PARTICIPATION AGREEMENT

The Nebraska Management Information System (NMIS) uses Clarity Human Services as a shared database which allows homeless and human service provider agencies throughout the State of Nebraska to enter, track, and report on information concerning their own clients and to share basic information on common clients. NMIS will assist homeless and human service agencies to:

- Improve coordinated care for services to homeless and at-risk persons;
- Provide a user-friendly and high-quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service planning;
- Meets the reporting requirements of the U.S. Department of Housing and Urban Development, Nebraska Homeless Assistance Program, and other funders as needed and possible.

The signature of the Participating Agency Executive Director indicates agreement with the terms set forth and is required before an NMIS account can be established for the Agency.

The Nebraska Management Information System (NMIS) is the primary coordinating Agency. _____ (CAN, CCFL, ICA) shall be the System Administrator. In this Agreement, "Participating Agency" is an agency that participates in NMIS, "Client" is a consumer of services, and "Agency" is the Agency named in this agreement.

I. Client Privacy and Confidentiality

- A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records, and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.
1. The Agency will comply with all applicable federal and state laws regarding protection of Client privacy.
 2. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse clients.
 3. The Agency will comply specifically with the Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 & 164, and corresponding regulations established by the U.S. Department of Health and Human Services.
 4. The agency will comply with all policies and procedures established by NMIS.
 5. The Agency shall provide Clients with a verbal or written explanation of the NMIS database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that a Client is not literate in English or has difficulty understanding the consent form.
 6. The Agency shall not solicit or input information from Clients into the NMIS database unless it is essential to provide services or to conduct evaluation or research.
 7. The Agency agrees not to release any confidential information received from the NMIS database to any organization or individual without proper Client consent.
 8. The Agency shall ensure that all staff, volunteers and other persons issued an End User identification name and password for NMIS receives basic confidentiality training prior to user license activation and abides by

this Participation Agreement.

9. The Agency shall maintain appropriate documentation of Client consent to participate in the NMIS database.
10. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.
11. The Agency in good standing shall not be denied access to Client data entered by the Agency. The Agency shall not knowingly enter false or misleading data under any circumstances.
12. If this Agreement is terminated, _____ (CAN, CCFL, ICA) and remaining Participating Agencies shall maintain their right to the use of all Client data previously entered by the terminating Participating Agency; this use is subject to any restrictions requested by the Client.
13. The Agency will utilize the NMIS Client Release of Information for all Clients providing information for the NMIS database. The NMIS Client Release of Information, once signed by the Client, authorizes Client data to be shared with NMIS Participating Agencies.
14. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's program enrollment information is unavailable to all other Participating Agencies.
15. The Agency shall keep signed copies of the NMIS Client Release of Information for a period of 7 years unless program regulations require release forms to be kept on file for a longer period of time.
16. NMIS does not require or imply that services must be contingent upon a Client's participation in the NMIS database. Services should be provided to Clients regardless of NMIS participation provided the Clients would otherwise be eligible for the services.
17. The Agency agrees to permit the _____ (CAN, CCFL, ICA) System Administrator to monitor its handling of confidential Client data in connection with the NMIS, including but not limited to, its confidentiality procedures and documentation (client release of information, privacy policies, etc.).

II. NMIS Use and Data Entry

- A. The Agency shall follow, comply with, and enforce the HMIS User Agreement and the NMIS Policies and Standard Operating Procedures. _____ (CAN, CCFL, ICA) will announce approved modifications in a timely manner. Copies of both documents may be requested from _____ (CAN, CCFL, ICA).
- B. The Agency will not permit End User identification names and passwords to be shared among Users.
- C. The Agency shall only enter individuals in NMIS that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in NMIS by entering known, inaccurate information. Anonymous client entry is discouraged because of reporting accuracy. Different security models may be explored for agencies whose clients need more anonymity.
- D. The Agency shall use Client information in the NMIS database, as provided to the Agency or Participating Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- E. The Agency shall consistently and directly enter information into the NMIS database and will strive for real-time, or close to real-time data entry for data accuracy. Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the NMIS database within 24-48 hours.
- F. The Agency will not alter information in the NMIS database that is entered by another Participating Agency by entering known, inaccurate information (i.e., Agency will not purposefully enter inaccurate information to over-

write information entered by another Agency).

- G. The Agency shall not include profanity or offensive language in the NMIS database.
- H. The Agency shall utilize the NMIS database for business purposes only.
- I. _____ (CAN, CCFL, ICA) will provide initial training and periodic updates to that training to select Agency staff on the use of the NMIS software.
- J. _____ (CAN, CCFL, ICA) will be available for training and technical assistance within reason (i.e., troubleshooting and report generation).
- K. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- L. The Agency shall not use the NMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- M. The Agency shall pay the End User License Fees, NMIS Sustainability Fees, and _____ (CAN, CCFL, ICA) Sustainability Fees for support each year. If these fees are not covered by CoC HMIS grant funding, the Agency is responsible for the entire cost.
- N. The Agency agrees that _____ (CAN, CCFL, ICA) or the appropriate Continuum of Care may convene local or regional End User Groups to discuss procedures, updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate at least one specific End User to regularly attend End User Groups.
- O. The Agency will incorporate procedures for responding to client concerns regarding use of NMIS into its existing Grievance Policy. While appeals to _____ (CAN, CCFL, ICA) and NMIS should not be considered part of the formal process, a copy of any HMIS related grievances and a copy of the Agency's response must be submitted to _____ (CAN, CCFL, ICA).
- P. _____ (CAN, CCFL, ICA) reserves the right to immediately suspend service, and where appropriate, take legal action against offending entities for any violation of this Participation Agreement, HMIS User Agreement, or NMIS Policies and Standard Operating Procedures.

III. Reports

- A. The Agency agrees to only release aggregated information generated by NMIS that is specific to its own services. The Agency is responsible to divulge any qualifiers on the data the Agency releases.
- B. Agency is able to request customized reports through the _____ (CAN, CCFL, ICA) System Administrator. All requested reports will be evaluated before the System Administrator commits to being able to develop such a report. _____ (CAN, CCFL, ICA) reserves the right to charge for reports.
- C. The Agency can request and purchase a Data Analysis License for a User to build or run customized reports.
- D. NMIS and/or _____ (CAN, CCFL, ICA) will use only unidentified, aggregate data for homeless and human service policy and planning decisions; in preparing federal, state, or local applications for homelessness or human service funding; to demonstrate the need for and effectiveness of programs; and to obtain a system-wide view of program utilization in the state. De-identification will involve the removal or masking of all identifying or potentially identifying data such as Name, Social Security Number, Date of Birth, Address, Agency Name and/or Location, and Client's Unique ID number.

IV. Proprietary Rights of Bitfocus, Inc.

- A. The Agency shall not give or share assigned passwords and access codes of the NMIS Clarity Human Services database with any other agency, business, or individual.
- B. The Agency shall not cause in any manner, or way, corruption of the NMIS Clarity Human Services software.

V. Hold Harmless

- A. _____ (CAN, CCFL, ICA) and NMIS make no warranties, expressed or implied. The Agency, at all times, will indemnify and hold _____ (CAN, CCFL, ICA)/NMIS harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the NMIS; or arising from any acts, omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold _____ (CAN, CCFL, ICA)/NMIS harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by Bitfocus, Inc., by the Agency's or other Participating Agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. _____ (CAN, CCFL, ICA)/NMIS shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of _____ (CAN, CCFL, ICA)/NMIS. _____ (CAN, CCFL, ICA) and NMIS agree to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of _____ (CAN, CCFL, ICA)/NMIS.
- B. The 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). Said insurance policy shall include coverage for theft or damage of the Agency's NMIS Clarity related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.
- C. Provisions of Section V shall survive any termination of the Participation Agreement.

VI. Terms and Conditions

- A. The parties 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 _____ (CAN, CCFL, ICA) nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.
- C. Upon violation of any of the confidentiality provisions of this agreement _____ (CAN, CCFL, ICA) may immediately terminate the Agency from use of the NMIS by giving verbal notice to the Agency followed by written notice.
- D. Upon violation of any other provision of this agreement, _____ (CAN, CCFL, ICA) may immediately suspend the Agency from use of the NMIS by giving written notice to the Agency. If the violation(s) are not corrected within ten (10) calendar days from notification date, _____ (CAN, CCFL, ICA) at its sole option may immediately terminate this agreement.
- E. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
- F. This Agreement may be terminated, modified, or amended with 30 days written notice.

ASSURANCE

_____ (CAN, CCFL, ICA)

_____ (Name of Agency) assures that the following fully executed documents will be on file and available for review by _____ (CAN, CCFL, ICA) or Nebraska Management Information System.

- The Agency's Board Approved Privacy Policy.
- The Agency's Grievance Policy, including a procedure for external review.
- The Agency's official Privacy Notice or NMIS Consumer Notice for NMIS Clarity clients.
- Executed _____ (CAN, CCFL, ICA) NMIS Client Release of Information forms.
- Executed Agency *Authorizations for Release of Information* as needed.
- A copy of the NMIS Policies and Standard Operating Procedures manual.

By: _____

Title: _____

Signature: _____

Date: _____

APPENDIX B

Workstation Technical Specifications

BROWSER BRANDS IN GENERAL

Clarity Human Services requires an up-to-date web browser to access all of the software's features. To ensure the latest security features are in place, we strongly recommend always using the latest version of a supported web browser when accessing Clarity Human Services. To find out what browser you are currently using, visit whatsmybrowser.org.

Bitfocus supports the most recent version of the following web browsers for accessing Clarity Human Services:

- [Google Chrome](#)
- [Microsoft Edge](#)*
- [Mozilla Firefox](#)
- [Apple Safari](#)

*Though Microsoft still supports Internet Explorer for backward compatibility (interoperability with legacy systems), they now [recommend using Microsoft Edge](#).

BROWSER PERFORMANCE IN GENERAL

In the context of Clarity, there are three factors that outweigh all others: data transfer efficiency, memory management, and machine speed.

- **Data Transfer**

We have observed that transfer efficiency may quickly become an issue if the user's machine's internet connection or their browser has abnormalities. A very bad internet connection will have different effects in different browsers.

How to find out if you have data transfer problems:

- If things are fast, you don't have data transfer problems.
- If pages seem to load slowly or not at all, you may have data transfer problems; or you may have browser problems. At this point, a transfer problem is not certain, but may be possible.

- **Memory Management**

Some browsers handle memory differently than others. The best practice for determining the best browser is to see if you experience any of the following issues.

Effects of poor memory management:

- Your overall system performance may degrade.
- Your browser may suddenly seem to completely stop working. Blank pages may appear or certain page components won't work.
- Your browser may run more and more slowly.

What to do:

If you suspect that you may have poor browser memory management, try updating your browser to a more recent version before switching to a different brand of browser. More than likely, any major issue will be fixed with a more current release. If you still have issues, try switching to one of the other 3 major browsers. If you need help updating your browser, contact your IT Department.

OPERATING SYSTEMS

Clarity relies on the client machine's processing capacity. Faster machines will have better results.

APPENDIX C

License Request Form



Nebraska Management Information System License Request Form

This form must be completed and signed to request a Clarity Human Services license. EACH License Request Form must be completed prior to training, and the form must be signed by the Agency designated representative before a username and password will be assigned.

Agency Requesting License:

Name of Authorized Staff:

Authorized Signature:

Authorized Staff Phone:

Email Address:

Today's Date:

Requested Training Date:

User Information

Select One: New User Delete User Transfer from Previous User:

User Name (Print First & Last):

User Phone:

User Email:

Please check all workflows for which this user will need training:

- | | | | |
|--|-------------------------------|---|---------------------------------|
| <input type="checkbox"/> CoC | <input type="checkbox"/> PATH | <input type="checkbox"/> YHDP | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Coordinated Entry | <input type="checkbox"/> RHY | <input type="checkbox"/> Prevention/Diversion | <input type="text"/> |
| <input type="checkbox"/> CSBG | <input type="checkbox"/> SOAR | <input type="checkbox"/> Community Response | |
| <input type="checkbox"/> ESG/NHAP | <input type="checkbox"/> SSVF | <input type="checkbox"/> Service Only | |

Please select your Agency CoC:

For System Administrator Use Only

Date LRF Received:

Date Privacy and Security Completed:

Date Training Completed:

Date User Activated:

Activated By:

APPENDIX D

HMIS User Agreement

HMIS USER AGREEMENT

For Nebraska Management Information System (NMIS)

USER POLICY

The Nebraska Management Information System (NMIS) is a collaborative statewide project of the three Nebraska Continuums of Care (Balance of State, Omaha, and Lincoln); Community Action of Nebraska; and all Participating Agencies. The NMIS homeless management information system is an internet-based data collection application designed to capture information about the numbers, characteristics, and needs of homeless persons and those at risk of homelessness over time.

Participating Agencies may choose to share information for provision of services to homeless persons through a networked infrastructure that establishes electronic communication among the Participating Agencies.

Participating Agencies in good standing shall at **all** times have rights to the data pertaining to their clients that they directly enter into the NMIS system. Participating Agencies shall be bound by **all** permissions and restrictions imposed by Clients pertaining to the use of personal data for which they have signed an NMIS Client Release of Information form.

All NMIS Users are required to attend Clarity Human Services training sessions prior to using the system.

All NMIS Users are required to complete a privacy training specific to protecting information contained within NMIS prior to using the system and again annually.

All NMIS Users are required to have read and understand their Agency's Privacy Policy.

Minimum data entry on each Client will be defined by your agency's workflow. However, all agencies are encouraged to complete the following sections of the database:

- Client Profile
- Program Enrollment (these screens will vary depending on Agency and Project set-up)
- Assessments (if applicable)
- Services (if applicable)

USER RESPONSIBILITY

Your End User Identification and Password give you access and authority to use the NMIS. Check each item below to indicate your understanding and acceptance of the proper use of your End User Identification and Password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination of User privileges.

Please check each item below to indicate your acceptance and understanding of the User responsibilities below:

- I have read and understand my Agency's Privacy Policy and NMIS Policies & Standard Operating Procedures.
- My End User Identification and Password must be kept secure and are not to be shared with anyone, including other staff members.
- I understand that the only individuals who can view information in the NMIS are authorized users and the Client to whom the information pertains. NMIS users must respect the privacy and hold in confidence all information obtained in the course of their use of the software system.
- I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
- I understand that in the event that I am terminated or leave my employment with this agency, my access to the NMIS will be revoked.
- I agree to not use the NMIS at a publicly accessible workstation.

- If I am logged into NMIS and must leave the work area where the computer is located, I must log-off of the NMIS before leaving the work area.
- I will not make discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, or sexual orientation in the NMIS. I understand that profanity and offensive language are not permitted in the NMIS database.
- I agree to properly protect and store in a secure location client-specific hardcopy information printed from NMIS.
- I agree to enter and maintain accurate information into the NMIS.
- If I notice or suspect a security breach, I must immediately notify my Agency Administrator for the NMIS and my Executive Director or the NMIS System Administrator.
- I understand that I am responsible for reporting any system malfunctions or “bugs” that I notice or suspect to the Agency Administrator and other appropriate system support staff.

USER CODE OF ETHICS

- Nebraska HMIS Users must treat Participating Agencies with respect, fairness and good faith.
- Each Nebraska HMIS User shall maintain high standards of professional conduct.
- All Nebraska HMIS Users shall endorse and maintain the client’s rights related to privacy and confidentiality and shall adhere to NMIS Policies and Standard Operating Procedures.
- Nebraska HMIS Users will not misrepresent its client base in the Nebraska HMIS system by entering knowingly inaccurate information (i.e. User will not purposefully enter inaccurate information on a new record or to overwrite information entered by another agency.)
- The User will not use the Nebraska HMIS system with intent to defraud the federal, state, or local government or an individual entity or to conduct any illegal activity.

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

Nebraska HMIS User Signature

Date

APPENDIX E

NMIS Consumer Notice

NMIS Consumer Notice

This Agency may receive funding to provide services for homeless and near homeless individuals and their families. A requirement of some funding is that the Agency participates in the Nebraska Management Information System, which collects basic information about clients receiving services from this Agency. This requirement was enacted in order to get a more accurate count of individuals and families who are homeless and to identify the need for different services.

We only collect information that we consider to be appropriate. The collection and use of all personal information is guided by strict standards of confidentiality. A copy of our Privacy Notice describing our privacy practice is available to all consumers upon request. You do have the ability to share your personal information with other area agencies that participate in the network by completing a “Release of Information” form. This will allow those agencies to work in a cooperative manner to provide you with efficient and effective services.

Public Notice (Federal Register / Vol. 69, No. 146) / Effective August 30, 2004

Summary Required Elements & Documents	
Privacy Policy: This document outlines the minimum standard by which an agency collects, utilizes, and discloses information.	Agencies must adopt a privacy statement which meets all minimum standards. It must be posted on your Agency’s local website (if available).
Consumer Notice: This posting explains the reason for asking for personal information and notifies the client of the Privacy Policy.	Agencies must adopt and utilize a Consumer Notice posting. The NMIS Consumer Notice (Appendix E) meets all HUD requirements.
Client Release of Information: This form must be signed by all adult clients. This gives the client the opportunity to refuse sharing of their information with other agencies within HMIS.	Client signatures are required prior to inputting information in HMIS in a manner that is shared. Agencies must “lock” or restrict access to others if consent is not obtained.

APPENDIX F

NMIS Client Release of Information



Nebraska Management Information System Client Release of Information

The Nebraska Management Information System (NMIS) manages a database of homeless services information in order to improve coordination of services that support people who are homeless or at risk of homelessness and to better understand homelessness, improve service delivery, and evaluate the effectiveness of services provided. Participation in data collection is a critical component of our community's ability to provide the most effective services and housing possible. The information that is collected is protected by limiting access to the database and limiting what information may be shared.

The information to be collected and shared may include:

- name, date of birth, gender, race, ethnicity, social security number, contact information, location, prior residence
- disabling condition, veteran status, domestic violence, photo (if applicable)
- family composition, income, non-cash benefits, homeless history, housing information, health insurance
- program entry and exit, assessments, services provided

By signing this form, I authorize the Participating Agencies and their representatives to share basic information regarding me and my family members listed below.

I understand that:

- My information will be shared for the purpose of assessing my needs for housing, utility assistance, food, counseling, and/or other services.
- Every person and every agency that is authorized to read or enter information into the system has signed an agreement to maintain the security and confidentiality of the information. I have the right to view the client confidentiality policies used by the NMIS Participating Agencies and to see a list of Participating Agencies before signing this form.
- NMIS data access and sharing comply with federal, state, and local regulations protecting the confidentiality of client records. My information cannot be disclosed without my written consent unless otherwise provided for in the regulations.
- Auditors or funders who have legal rights to review the work of this agency, including the U.S. Department of Housing and Urban Development and the Nebraska Department of Health and Human Services Homeless Assistance Program may see my complete file if services received are funded by their organization.
- Signing this Release of Information does not guarantee that I will receive assistance.
- Refusal to authorize sharing of my information does not disqualify me from receiving assistance.
- This release is valid for one year from the date of my signature below, unless noted otherwise*.
- I may withdraw my consent at any time. This authorization will remain in effect until I revoke it in writing. If I revoke my authorization, all information about me already in the database will remain.

CLIENT RELEASE OF INFORMATION

Yes, I agree to share my NMIS information. *Expiration Date (if other than 1 year) _____

No, I do not agree to share my NMIS information. Only our agency will see your program participation information.

Client Printed Name Client Signature Date

Signature of Guardian or Authorized Representative (when required) Relationship to Client Date

Agency Staff Printed Name Date

This Release of Information also applies to the following dependent children in the household who are 18 years of age or younger:

First Name	Last Name	Birthdate	First Name	Last Name	Birthdate

APPENDIX G

NMIS Revocation of Consent

Revocation of Consent

The Nebraska Management Information System (NMIS) manages a database of homeless services information in order to improve coordination of services that support people who are homeless or at risk of homelessness and to better understand homelessness, improve service delivery, and evaluate the effectiveness of services provided.

If you have previously signed the NMIS Client Release of Information, you may choose to revoke your consent, and you will not be denied any benefits or services for which you are eligible. If you choose to revoke consent, all information about you and your household that is already in the database will remain.

By signing this form, you revoke your authorization for this agency to share basic data about yourself and your household (if applicable) in the Nebraska Management Information System.

If you have any questions or you feel your information has been misused in any way, please notify an agency staff member.

Client Signature

Date

Printed Name

Agency Witness

Date