South Dakota Housing for the Homeless Consortium

SDHMIS Governance Charter & Standard Operating Procedures
Approved 1/14/2024

Contents

Purpose

The purpose of the South Dakota Housing for the Homeless Consortium (SD-500 CoC) HMIS Governance Charter & Standard Operating Procedures is to outline the roles and responsibilities of South Dakota Housing for the Homeless Consortium (SDHHC) as a group of homeless service providers, advocates, community agencies, the South Dakota Housing Development Authority (SDHDA) as the Homeless Management Information System (HMIS) Lead Agency for the SDHHC, and Policy and Advisory Committee (PAC) as the leadership board of the SDHHC. As such, this Charter sets forth the general

understandings and specific responsibilities of each party relating to key aspects of the governance and operations of the South Dakota HMIS.

Background

HMIS is a web-based data collection application designed to capture information about homeless and at-risk of homelessness people and homeless programs over time. HMIS is mandated by the US Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD Continuum of Care (CoC) homeless assistance funds and Emergency Solutions Grants Program (ESG) funds. HMIS is essential to efforts to streamline client services, improve coordination and inform public policy. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness in South Dakota, which may include measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs. The parties to this Charter share a common interest in collaborating to end homelessness and successfully implementing and operating HMIS in South Dakota.

The SDHHC is a statewide collaborative that works to coordinate a range of programs, housing and services for those experiencing homelessness or at risk of it. The Continuum of Care system components include prevention, Emergency Shelter, Transitional Housing, Permanent Supportive Housing, Rapid Rehousing, Coordinated Entry System, and Supportive Services.

General Understanding

SDHHC is the CoC lead/planning organization for efforts to end homelessness and for implementing and operating a homeless system or continuum of care in South Dakota. As such and under HUD policy, SDHHC is responsible for HMIS oversight and implementation, including planning, software selection, and setting up and managing the HMIS in compliance with HUD's HMIS Standards. SDHHC's oversight and governance responsibilities are carried out by the Policy and Advisory Committee (described below), which also reviews and approves all HMIS policies and procedures. The SDHHC HMIS Committee is a group of SDHHC members who meet regularly to address specific issues involving HMIS and provide recommendations to the PAC.

Lead Agency Designation
SDHHC and the Policy and Advisory Committee (PAC) designate the South Dakota Housing Development Authority (SDHDA), which is the State's housing finance agency and has the staff and available resources to serve as the HMIS Lead Agency to manage HMIS operations on its behalf and to provide HMIS administrative functions at the direction of the SDHHC, through its Policy and Advisory Committee.

Policy and Advisory Committee (PAC)
The Policy and Advisory Committee (PAC) is the governing board for the SDHHC. The PAC is also the governing board for HMIS and works with SDHDA and the HMIS Committee in the management of the HMIS process under HUD requirements, including establishing policies, procedures and protocols for privacy, data sharing, data analysis, reporting, data integrity/quality, etc. essential to the viability and success of HMIS.

Funding
HMIS activities are paid for by a HUD CoC grant, HUD-required local match funds, and service fees from HMIS partner agencies.

Software and Hosting

SDHHC has selected Eccovia Solutions–ClientTrack to serve as the HMIS software vendor for South Dakota as well as the hosting site for South Dakota's HMIS information. All partner agencies agree to use Eccovia Solutions-ClientTrack as configured for the South Dakota HMIS.

Compliance with HMIS Standards

HMIS is operated in compliance with HUD's HMIS requirements in the CoC Program interim rule, the HUD HMIS Data Standards, and any local HMIS requirements, if applicable. The PAC, in cooperation with SDHDA, ensures that all HUD HMIS requirements are being followed with Eccovia as well as with all Covered Homelessness Organizations (CHOs). The parties (SDHDA, PAC and CHOs) agree to comply with all applicable HUD standards.

Local Operational Policies and Agreements

HMIS continues to operate within the framework of agreements, policies and procedures that have been developed and approved over time by SDHDA, HMIS Committee, and SDHHC PAC. These agreements, policies and procedures include but are not limited to:
- SDHMIS Standard Operating Procedures, (pp4)
- Agency Partnership Agreement, Appendix A
- SD HMIS Privacy Notice, Appendix B
- SDHMIS End User Agreements Appendix C
- SDHMIS Data Quality Plan, Appendix D

Changes to the policies and procedures may be made by SDHHC to comply with the HMIS standards or otherwise improve HMIS operations.

Specific Responsibilities of the Parties

Policy and Advisory Committee (PAC)

The PAC serves as the SDHHC governance body, providing oversight, project direction, policy setting, and guidance. SDHHC exercises its responsibilities for HMIS governance through Policy and Advisory Committee. These responsibilities include:
1. Ensuring and monitoring compliance with the HUD HMIS Standards
2. Designating the HMIS Lead Agency and the software to be used for HMIS and approving any changes to the HMIS Lead Agency or software
3. Developing and approving all HMIS operational agreements, policies, and procedures
4. Reviewing, revising, and approving a privacy plan, security plan, and data quality plan for HMIS
5. Ensuring consistent participation of recipients and subrecipients in the HMIS and assisting the lead agency in monitoring the performance of agencies in HMIS and in the development of any improvement plans.

South Dakota Housing Development Authority (SDHDA)

SDHDA serves as the Lead Agency for SDHHC and the HMIS project, managing and administering all HMIS operations and activities. SDHDA exercises these responsibilities at the direction of the PAC. These responsibilities are contingent on receipt of the appropriate HUD grant funding and local match dollars. These responsibilities include:
1. Serving as the liaison with HUD regarding the HUD HMIS grant
2. Attending the Policy and Advisory Committee meetings, HMIS Committee meetings, and advising PAC on issues related to HMIS
3. Providing staffing for day-to-day HMIS operations

4. Conducting outreach to and encouraging participation by all homeless assistance and prevention programs and other mainstream programs serving people experiencing homelessness.
5. Working to inform elected officials, government agencies, the nonprofit community, and the public about the role and importance of HMIS and HMIS data
6. Promoting the effective use of HMIS data, including measuring the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs
7. Providing all state information as necessary for compilation of the CoC Housing Inventory Chart, and preparing the Annual Longitudinal Systems Analysis, and Systems Performance Measurements
8. Administering HUD McKinney-Vento Act collaborative applicant duties, carrying out planning activities on behalf of SDHHC, and applying for renewal funding for HUD CoC HMIS grant
9. Managing user licenses
10. Providing in cooperation with HMIS vendor Eccovia ClientTrack all training and user guidance needed to ensure appropriate system use, data entry, data reporting, and data security and confidentiality including:
    a. Training for end users
    b. End user support
    c. Helpdesk
11. Assisting partner agencies with agency-specific data collection and reporting needs, such as the Annual Performance Report (APR)
12. Obtaining and maintaining signed partner agency MOUs
13. Provides for accounting of all HMIS payments made by CHOs and the HMIS grant
14. Working with Eccovia ClientTrack to ensure server security, configuration, setup of maintenance and hardware, configuration of network and security layers, system backup and disaster recovery, securing the system against breaches of security and system crashes, and managing system uptime and downtime.
15. Develops and monitors privacy policy and updates annually. Ensures privacy plan complies with federal, state, and local privacy laws
16. Develops and monitors security and updates security plans annually. Ensures security is maintained. Security plan includes virus protection, firewalls, access of data and paper records, disaster recovery, and monitoring of security plan
17. Completes End User Agreements and monitors for system access.
18. Ensures data quality. Establishes data quality standards, monitors data quality based on *Data Quality Plan* and updates *Data Quality Plan* yearly. Ensures consistent participation of recipients and subrecipients in HMIS and ensures that all client and homeless program data are collected in adherence to the HUD HMIS Data Standards
19. Completes HMIS vendor contracting for all HMIS services, reviews contracts on a yearly basis and is responsible for financing contract costs
20. Maintains, via HMIS vendor contract, a comparable database to be used for victim services programs (VSP) that is completely separate from HMIS but has the same functionality. (DV-SDHMIS)

Satisfactory Assurances Regarding Confidentiality and Security:

It is understood that SDHDA will receive client information that may be subject to the privacy and security protections and requirements of HUD HMIS standards, HIPAA Privacy Rule, and other laws. SDHDA hereby agrees that it will use protected client information only for purposes permitted by agreements with partner agencies and as permitted by the applicable law and standards. Further, SDHDA agrees it will make use of all safeguards required by HUD Privacy Standards and HIPAA Privacy Rule, where appropriate, to prevent any unauthorized disclosure of protected client information.

The SDHMIS Governance Charter Policy and Procedure Manual and all documents contained within shall be reviewed and updated annually by the PAC.

Standard Operating Procedures (SOP)

Introduction

The South Dakota Homeless Management Information System (SDHMIS) is the statewide system for collecting homeless data used in reporting, analysis, and decision-making. SDHMIS has been adopted by the statewide South Dakota Housing for the Homeless Consortium (SDHHC) as the official homeless management information system for service providers. It's utilized to collect client-level data from persons who are homeless or at risk of becoming homeless, in order to understand the extent and nature of homelessness and the effectiveness of the homeless service delivery system in the state. SDHMIS is also used to implement the Coordinated Entry System to facilitate referral to appropriate housing and other services as needed. SDHMIS utilizes internet-based technology to assist service organizations across South Dakota in capturing information about the clients they serve. The software selected for SDHMIS is ClientTrack which is a web-based program produced by Eccovia Solutions in Salt Lake City, UT. SDHMIS is administered by the South Dakota Housing Development Authority (SDHDA). SDHDA administers licensing, training, and compliance. Each service provider utilizing HMIS will hereafter be referred to as _Contributing Homelessness Organizations (CHOs)._

The primary goal of the SDHMIS is to provide a case management, data collection, and service referral tool to help end homelessness in South Dakota. The SDHMIS provides an important vehicle to collect long-term, client-level data that is grounded in the actual experiences of homeless and at-risk persons and the service providers who assist them in shelters and programs. SDHMIS enables service providers to measure the effectiveness of their interventions; facilitate analysis within the CoC of service needs and gaps and inform public policy about the extent and nature of homelessness in the state.

SDHMIS information is gathered via consumer interviews conducted by service providers. The information is analyzed for an unduplicated count, aggregated (void of any identifying client - level information), and made available to policy makers, service providers, advocates, and consumer representatives, as well as reporting to the U.S. Department of Housing and Urban Development (HUD). SDHMIS information is used to aid in understanding the gaps in housing and services to consumers of the social service delivery system, in an attempt to end homelessness.

This document provides the policies, procedures, guidelines, and standards that govern SDHMIS operations as well as roles and responsibilities for the CHOs utilizing SDHMIS and SDHDA. The document is to be reviewed by the SDHHC's HMIS Committee and approved by the Policy and Advisory Committee (PAC) in a yearly document review process.

Benefits accrued through the statewide SDHMIS

For Contributing Homelessness Organizations	For Homeless Persons	For the State of SD
● Provides online real-time information about needs and available services for homeless persons; ● Assures confidentiality by providing information in a secured system; ● Decreases duplicative client intakes and assessments; ● Tracks client outcomes and provides a client history; ● Generates data reports for local use and to meet state and federal reporting requirements; ● Facilitates the coordination of services internally and externally with other agencies and programs; and ● Provides access to a statewide database of service providers and allows agency staff to easily select a referral agency.	● Intake information and needs assessments are maintained historically so the number of times homeless persons must repeat their demographic information to multiple service providers is reduced; ● The opportunity to provide intake and life history one time demonstrates that service providers consider the homeless person's time is valuable and restores some of the consumer's dignity; ● Multiple services can be easily coordinated and referrals streamlined. ● Long-term, safe storage of vital documents often needed for housing services.	● Better able to define and understand the extent of homelessness throughout South Dakota; ● Better able to focus staff and financial resources to those geographical areas, agencies and programs where services for homeless persons is needed the most; ● Better able to evaluate the effectiveness of specific interventions and specific programs and services provided. ● Better able to provide the State Legislature and the federal government with data and information on the homeless population in South Dakota; and ● Better able to meet all federal reporting requirements.

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Participation Requirements & Covered Homelessness Organizations

Participation in SDHMIS is overseen by the SDHMIS Administrator, the SDHMIS Committee, and the PAC which establishes any additional requirements for participation.

All Emergency Solutions Grant recipients and recipients of Continuum of Care, Housing Opportunities for Persons with AIDS (HOPWA), Supportive Services for Veteran's Families (SSVF), Grants & Per Diem (GPD), Health Care for Homeless Veterans (HCHV), Projects for Assistance in Transition from Homelessness (PATH), Run Away Homeless Youth (RHY) funding, HOME ARP and Youth Homeless Demonstration Project (YHDP) subrecipients are required to participate in SDHMIS. Victim Service Providers receiving funding are required to participate in the SD Domestic Violence Database (SDDVD). This is a separate module for their data collection and is also hosted by Eccovia Solutions. In addition, Continuum of Care and Emergency Solutions Grant recipients are also required to participate in the Coordinated Entry System which is housed in HMIS. Additional programs may be included as their program requires. These organizations are considered Covered Homelessness Organizations (CHO), and the HMIS Lead Develops and monitors policies and procedures for CHOs participating in HMIS as approved by PAC.

Appendix E lists all current CHOs.

(CHOs) will identify key personnel to serve as the designated SDHMIS license users. All designated users must have signed the HMIS User Agreement and have agreed to abide by all policies and procedures in this document. All new users must be trained prior to accessing SDHMIS online. The training curriculum is determined by the HMIS Administrator.

CHOs will sign a participation agreement verifying their commitment to adhere to the SDHMIS policies and procedures.

CHOs will use electronic or signed client consent forms to authorize their agency to input client personal information. The consent form also allows the sharing of a client's personal information electronically with other participating agencies if the client agrees.

CHOs will collect all required data for each client as determined by HUD HMIS Data and Technical Standards. These data elements may change as HUD HMIS Data and Technical Standards are revised and updated. Periodic reports will be generated to review data quality by the Agency's Lead HMIS User and the CoC Administrator. Specific reports required by different programs will be the responsibility of the CHOs and are specified in the *SDHHC Data Quality Plan*.

Fee Structure for SDHMIS Licenses

Monthly license fees are set by Eccovia Solutions.

The monthly user fee for the license is the cost required for an individual user to log onto SDHMIS. Up to two user license fees for CHOs will be paid by SDHDA for the first six months that the CHO utilizes SDHMIS. This benefit will be paid with funds from the SDHMIS CoC grant or other sources. After the initial 6 months in HMIS user fees are then billed quarterly by the Program Coordinator to the CHO. For the agencies funded by ESG or CoC, there will be up to two (2) users per agency covered by the ESG & CoC grants, respectively. Agencies requesting more than two licenses will be required to pay for the additional

licenses. The Program Coordinator will bill the CHOs quarterly. User fees are based on the percentage of time they had an "active" user in SDHMIS. Users that had less than 100% will have their fee pro-rated based on their percentage.

While the South Dakota Housing Development Authority (SDHDA), on behalf of the Housing for the Homeless Consortium, will attempt to find and obtain funding for SDHMIS project each year, the availability of funding from SDHDA is subject to change. Should SDHDA not be able to obtain funding for the project costs, each SDHMIS CHO may have to pay for the licensing fee to continue using the system.

Consent

The CHOs shall uphold relevant federal and state confidentiality regulations and laws that protect client records and only release client records with written consent by the client unless otherwise provided for in the regulations.

Informed Consent

CHOs will develop procedures for providing oral explanations to their clients about using SDHMIS. This is called informed consent. Participating Agencies will use written client consent forms when information is to be shared with another agency to ensure the protection of each clients' privacy. The CHOs agree not to release any confidential information received from the SDHMIS database to any organization or individual without proper written consent. For Coordinated Entry case conferencing and referral purposes, verbal consent is established at the time of enrollment and documented electronically in the SDHMIS system. More information on CES Informed Consent is found in the CES Operations Manual.

For purposes of gathering consumer feedback about their service experience through the SDHHC homeless response system, SDHDA may utilize SDHMIS enrollment data and contact information for evaluation and monitoring purposes. This may include contracted third-party evaluators.

All clients will be provided an oral explanation that their information will be entered into a computerized record keeping system. The CHOs will provide an oral explanation of SDHMIS and the terms of consent. The CHOs are responsible for ensuring that this procedure takes place at the initial interview for every client. The oral explanation must contain the following information:

1. SDHMIS
   ● Web based information system service agencies across the state use to collect information about the persons they serve.

2. Uses of HMIS
   ● To understand their clients' needs.
   ● Help program managers plan appropriately to have sufficient resources for the people they serve.
   ● To inform public policy in an attempt to end homelessness.

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

4. Privacy Protection and client rights
   ● No information will be released to another agency without written consent.
   ● Client has the right to not answer any questions.

- Client has the right to know who has added to, deleted, or edited their HMIS record.
- Information transferred over the web is done via a secure network.
- Clients have the right to access their information and to file a grievance with SDHDA.
5. Benefits for clients
   - Case manager should tell the client what services are offered on site or by referral through the assessment and coordinated entry process.
   - Case manager and client can use information to assist clients in obtaining resources that will help them find and keep permanent housing.

Written Client Consent

Participating agencies sharing client information with another entity that is not an identified CHO must obtain written consent. The document must indicate what information is being shared and with whom it is being shared and contain a time limit on sharing.

Unnecessary Solicitation

The CHOs will not solicit or input information from clients unless it is essential to provide services, conduct evaluations, or gather data for research purposes.

Server access

The CHOs understand that Eccovia Solutions will maintain the server, which will contain all client information. All client identifiable data is inaccessible to unauthorized users.

Security

The client record contains two basic components, client intake and client transactions. CHOs own the data they enter and have rights to share or restrict the information with other CHOs. Sharing and restriction of records is managed through Data Sharing Tools and Restriction Options.

Data Sharing Tools

Data sharing tools discretely share the transactions recorded by a CHO and can also be used to selectively share client intake records. Data sharing tools include information Release Exceptions and Information Release Agreements.

Note: Data sharing is handled at the administrative level, so users may not see all data sharing tools.

Information Release Exceptions
- Information Release Exceptions are one-way sharing relationships between two CHOs; a granting agency shares with an accessing agency.
- An Information Release Exception is created on the client level and applies only to that client.
- An Information Release Exception contains begin and end dates.
- A client can have multiple Information Release Exceptions.
- Information Release Exceptions augment an Information Release Agreement if the client has been assigned to an Information Release Agreement.
- The Information Release Exception tool consists of an Information Release form, which lists the accessing agency, is signed by the client, and is kept on file by the Participating Agency.

Note: A CHO can only share *out* to other organizations through Information Release Exceptions.

Information Release Agreements/MOUs

- An Information Release Agreement or Memorandum of Understanding (MOU) is a multi-direction sharing relationship between multiple Participating Agencies.
- MOUs are created by System Administrators and are available to any granting organization within the MOU.
- MOUs do not share all clients by default. A client must be assigned to an MOU to be a part of that sharing scenario.
- A client can only be assigned to one MOU.
- The MOU tool consists of a written agreement signed by the Participating Agencies and anInformation Release form listing either the collaboration or accessing agencies by name, signed by the client and kept on file by the Participating Agency.

Note: Only the Participating Agency that created that client intake can assign an MOU to that client.

Restriction Options

Restriction Options are security settings on each client intake and transaction record that control whether that record is accessible to other Participating Agencies. Restriction options work in conjunction with data sharing tools in the ClientTrack security model.

Client Restriction Options

The Security Restriction options on the Client Intake record are located on the Information Release and Security page and also appear on the Client Intake page. The client restriction governs the intake portion of the client record and controls access to the client record through the Find Client Search. Only the creating CHO can define or modify this security setting, and the creating agency must select only one of the following settings for each client.

- _Restrict to Organization:_ This setting overrides Information Release. No other CHO can see the client's name and intake information using the Find Client search method. In addition, they will be unable to open the client record. This setting is for clients who refuse to share their identity within the system, for organizations that do not want their clients to appear in the system and for situations where the client's information does not need to be shared with other CHO for reporting purposes.

  Note: Restrict to Organization on the client intake will hide the client's record from other CHOs and can result in the creation of duplicate client records in the system.

- _Share Intake to MOU/Info Release:_ This setting allows any CHO in the system to see the client's name in the Find Client search method. Any CHO can open the client's intake information and create transactions for that client. However, CHOs will not be able to view information recorded by other agencies without an MOU or Information Release Exception. This is the system-wide default setting when a client intake is created.

  Note: To use this setting for a client's record, the CHO may need to obtain client consent to share information with other Participating Agencies in the system.

Transaction Restriction Options

Transactions such as Assessments, Services, and case notes, by default, are NOT shared. In order to share transactions across Participating Agencies, data sharing must be enacted through an Information Release

Agreement or Information Release Exception. If data sharing is in place, records can be excluded from sharing on a record-by-record basis through the transaction level restriction.
- ● Restrict to Organization: will hide the record from other Participating Agencies that have access to the client through information release.
- ● Restrict to User: will hide the transaction record from all other users within or outside of the Participating Agency. This option should be used very sparingly, if at all.

Unrestricted: this is the default setting and will share the record for viewing but not editing by other Participating Agencies if the client record is set to Share Intake to MOU/Info Release. If no MOU is specified, this will behave the same as Restrict to Organization.

Physical Security

Participating Agencies must develop rules to address unattended workstations and physical access to workstations. Monitors displaying client data should be oriented to minimize viewing by unauthorized people.

User Authentication

SDHMIS will only be accessed with a valid username and a strong password combination. If a user enters an invalid password six consecutive times, SDHMIS automatically shuts them out of that session. They will have to contact the Program Coordinator to reset their password.

Virus Protection, Firewalls, Disaster Recovery
HMIS Lead Agency works in close coordination with HMIS vendor, Eccovia Solutions, and ensures that SDHMIS is free of viruses and that firewalls are maintained to protect data. Eccovia Solutions maintains the system server and system data warehousing and is responsible for data in disaster recovery. HMIS Lead Agency maintains a disaster recovery plan.

HMIS System Requirements

In order for the program to work properly, please check the system requirements listed below and make any necessary adjustments.

Connection
For best results, make sure the computer used to access ClientTrack has a DSL or faster connection to the internet.

Modern Browser
 ClientTrack is designed to run on Microsoft Internet Explorer 7+, Google Chrome, and Firefox 9.0+. The operation of ClientTrack depends on the browser, *not* on the operating system installed on the computer. If the system runs one of the browsers above, ClientTrack should operate normally. The program may not operate properly in other browsers, such as Netscape Navigator or Safari.

Video Display
The video display must be set to 1024 x 768 or higher. Certain pages in ClientTrack will not display properly in resolutions less than 1024x768, although higher resolution settings are fine.

Data Collection and Protocol

CHOs that collect client data through SDHMIS will agree to collect the data elements prescribed by HUD's Universal and Program Specific Data Standards. These elements will ensure that data collected by the agencies will be useful for aggregate analysis, measuring program usage, and drawing inferences.

The CHO will commit to and ensure that all clients are asked a minimal set of questions and obtain the mandatory HUD data elements for SDHMIS. These mandatory data elements are required fields in SDHMIS programs and are marked with red asterisks. The required data elements are subject to change and may vary by program.

Data Integrity and Reliability

The HMIS Lead will monitor the prevalence of data collection for random data elements and hold CHOs accountable. Participating Agencies are responsible for the overall quality, accuracy, and completeness of data entered by their staff for their clients. Monthly, each CHO will run system-wide reports to assess the quality of their data. The Program Coordinator will check the system quarterly to assess CHO data and level of participation. Quarterly Data Quality Reports will be made available to the PAC, and the findings discussed. The SDHHC Data Quality Plan will be adhered to by all CHOs and specialized individual data improvement plans may be developed for any CHOs that the HMIS Program Coordinator identifies as deficient based ondata quality expectations described in the SDHHC Data Quality Plan.

See Appendix D: SDHMIS Data Quality Plan

Appendix A – Agency Partnership Agreement

For the South Dakota Homeless Management Information System (SDHMIS)

The South Dakota Homeless Management Information System (SDHMIS) is an internet-based database that is used by organizations across South Dakota to record and store client-level information including the numbers, characteristics and needs of homeless persons and those at risk of homelessness.

The statewide implementation of SDHMIS is administered by the South Dakota Housing Development Authority (SDHDA) on behalf of the South Dakota Housing for the Homeless Consortium (SDHHC) and Eccovia Solutions. Eccovia Solutions administers the central server and SDHDA administers user and agency licensing, training and compliance. This Agency Partnership Agreement will be referred to as "Agreement" from this point forward, "Partner Agencies'' is any agency participating in HMIS, "Client" is a consumer of services and "Agency" is the agency named in this Agreement.

_____ (Agency) agrees to the following:

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 in accordance with this Agreement and the SDHMIS Standard Operating Procedures.
   i.   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 that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
   ii. The Agency shall abide specifically, when applicable, with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and corresponding regulations passed by the Federal Department of Health and Human Services.

B. The Agency shall input information from Clients in the SDHMIS database that is essential to provide services, to develop reports and provide data, or to conduct evaluation or research, furthermore:
   i.   The Agency shall provide its Clients a verbal explanation of the SDHMIS database and the terms of consent, and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.
   ii. The Agency shall maintain appropriate documentation of Client consent to participate in the SDMIS database.
   iii. The Agency agrees not to release any confidential information received from the SDHMIS database to any organization or individual without proper client consent.
   iv. If a Client withdraws consent for release of information, the Agency is responsible for ensuring that the Client's information is made unavailable to all other Partner Agencies. A client may withdraw consent by notifying the partner agency in writing that the client's consent has been withdrawn.
   v.   SDHDA does not require or imply that services must be contingent upon the Client's participation in the SDHMIS database. Services should be provided to Clients regardless of SDHMIS participation, provided the Clients would otherwise be eligible for the services.

C. The Agency is responsible for ensuring its users comply with the requirements for informed consent and client confidentiality.

    i. The Agency shall ensure that all staff and volunteers issued a User ID and password for SDHMIS will comply with the following:

- Read and abide by the Partnership Agreement
- Read and abide by SDHMIS Policies and Procedures
- Read and sign the SDHMIS User Agreement form
- Participate in all user privacy and security training or on-going security training on an annual basis
- Participate in additional trainings as required by SDHDA
- Will be provided a unique User ID and password, and will not share or reveal that information to anyone by written or verbal means.
- SDHDA strongly encourages the Agency to perform a background check on all HMIS users.

D. Partner Agencies are bound by all restrictions placed upon the data by the Client. The Agency shall diligently record in SDHMIS all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.

E. The Agency understands that the file server will contain all client information. The Agency understands that all Client information will be encrypted on a file server physically located in a locked office at the office off Eccovia Solutions, located at 545 East 4500 South, Suite E260, Salt Lake City, UT 84107.

F. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, the Agency will prominently display at each intake desk (or comparable location) the HMIS Privacy Policy provided by SDHDA that explains generally the reasons for collecting identified information in the HMIS and the Client rights associated with providing Agency staff with identified data. Agency will ensure Client's understanding of their rights.

G. If this Agreement is terminated, SDHDA and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the Agency; this use is subject to any restrictions requested by the Client.

HMIS USE AND DATA ENTRY

A. The Agency shall follow, comply with, and enforce the User Agreement, SDHMIS Data Quality Plan, and the HMIS Standard Operating Procedures. Modifications to the User Agreement, SDHMIS Data Quality Plan, and Standard Operating Procedures needed for the purpose of smooth and efficient operation of the HMIS and to meet US Department of Housing and Urban Development requirements shall be established in consultation with the Policy and Advisory Committee. SDHDA will announce approved modifications in a timely manner as needed.

    i. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its client base in the HMIS database by knowingly entering inaccurate information.

    ii. The Agency shall use Client information in the HMIS database, as provided to the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

B. The Agency shall consistently enter information into the HMIS database and will strive for real-time, or close to real-time data entry. Real-time or close to real-time is defined by either immediate data

entry upon seeing a Client or data entry into the HMIS database within five business days of program enrollment.

C. The Agency will not alter information in the HMIS database that is entered by Partner Agencies with inaccurate information.

D. The Agency shall not include profanity or offensive language in the HMIS database. This does not apply to the input of direct quotes by the Client if the Agency believes that it is essential to enter these comments for assessment, service, and treatment purposes.

E. The Agency shall utilize the HMIS database for business purposes only.

F. SDHDA will provide initial training and periodic updates to that training to Agency staff on the use of HMIS. Additional training needs will be made available at the cost of the Agency.

G. SDHDA will provide technical support Monday thru Friday (excluding holidays) from 8:00 a.m. to 5:00 p.m. (CST).

H. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secrets.

I. The Agency shall not use the HMIS database with intent to defraud federal, state, or local governments, individuals or entities, or to conduct any illegal activity.

J. The Agency must be an active participant in the South Dakota Housing for the Homeless Consortium.

K. An inactive username and password will automatically be deactivated within 90 days of last use. If an employee who is in HMIS leaves the Agency, the Agency must contact SDHDA within 5 business days of employment termination to deactivate their privileges.

REPORTS

A. The Agency shall retain access to identifying and statistical data on the Clients it serves.

B. The Agency's access to reports containing data on Clients it does not serve shall be limited to non-identifying and statistical data.

C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. The aggregate data shall not directly identify individual Clients.

D. SDHDA and/or the SDHHC will use only unidentified, aggregate HMIS data for homeless policy and planning decisions, in preparing federal, state or local applications for homeless funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

E. Once a report containing confidential Client information is downloaded from HMIS, it is the responsibility of the Agency to protect all confidential information.

F. The Agency may distribute a report containing personally identifying information for the express purpose of referring its own Clients to a community housing program or other service intended to benefit its Clients.

FEES

User fees are based on $ 85.40 per user per month (subject to an annual increase), based on the percentage of time they had an "active" user in HMIS. Those users that had less than 100% will have their fee pro-rated based on their percentage. SDHDA will cover the cost of up to two (2) users per agency per month. The Agency will be billed quarterly by SDHDA for any additional users.

TERMS AND CONDITIONS

A. Neither SDHDA nor the SDHHC shall transfer or assign any rights or obligations without the written consent of the other party.

B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.

C. This Agreement may be terminated with a 30 day written notice. Upon agreement termination, the Partner Agency's HMIS end users will be deactivated and the Partner Agency's access to the client data within HMIS will end.

The signature of the Executive Director of the Agency indicates agreement with the terms set forth in this agreement. By signing this Partnership Agency Agreement, I understand and agree with the terms within. Failure of any or all users to comply may result in suspension or termination of access to the HMIS database.

_____   _____
Name of Executive Director (Please Print)   Signature of Executive Director

_____
Date

_____   _____
Agency Name

_____   _____
Address   City/State/Zip Code

_____
Phone Number

_____   _____
Director of Rental Housing Development   Signature

_____
Date

Appendix B- SDHMIS Privacy Notice

The following page is a notice that is to be posted and visible wherever intakes take place. It is used to educate clients on the HMIS system and their rights regarding their information.

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION

PLEASE READ IT CAREFULLY.

Our Duty is to Safeguard Your Protected Information

South Dakota Housing Development Authority (SDHDA) on behalf of the South Dakota Housing for the Homeless Consortium (SDHHC) collects information about who accesses our services. When we meet with you we will ask you for information about you and your family and enter it into a web-based database called the *South Dakota Homeless Management Information System (SDHMIS).* Although *SDHMIS* helps us to keep track of your information, individually identifiable information about you is considered **"Protected Information".** We are required to protect the privacy of your identifying information and to give you notice about how, when, and why we may use or disclose any information you may give us.

We are required to follow the privacy practices described in this Notice, although SDHHC reserves the right to change our privacy practices and the terms of this Notice at any time. You may request a copy of the new notice from SDHDA.

How We May Use and Disclose Your Information

Participating HMIS Agencies will create their own process for explaining to their clients about the usage of SDHMIS. This process is called informed consent and will be used consistently at every intake. Participating Agencies will use written client consent forms when information is to be shared with another agency (outside of HMIS) to ensure protection of clients' privacy. HMIS agencies agree not to release any confidential information received from the SDHMIS database to any organization or individual without proper written consent. For Coordinated Entry case conferencing and referral purposes verbal consent is established at the time of enrollment and documented electronically in the SDHMIS system.

For purposes of gathering consumer feedback about their service experience through the SDHHC homeless response system, SDHDA may utilize SDHMIS enrollment data and contact information for evaluation and monitoring of programs. This may include contracted third-party evaluators.

Your Rights Regarding Your Information

- ✔ You have the right to ask for information about who has seen your information
- ✔ You have the right to see your information and change it if it isn't correct
- ✔ You have the right to file a complaint if the organization providing you with services does not follow the rules in this notice. This is done through the SDHMIS Grievance Form that is available with every agency and online at housingforthehomeless.org.

Appendix C – SDHMIS End User Agreement

USER POLICY, RESPONSIBILITIES AND CODE OF ETHICS
For South Dakota Homeless Management Information System (SDHMIS)

USER POLICY

Participating Agencies who use SDHMIS and each User within any Participating Agency are bound by various restrictions regarding the client information.

It is a client's decision about which information, if any, is entered into SDHMIS and whether that information is to be shared with any other Participating Agency. *Client Consent/Release of Information* form shall be signed by the client BEFORE any identifiable client information is designated in SDHMIS for sharing with any Participating Agency. User shall insure that prior to obtaining client's signature; the *Client Consent/Release of Information* was fully reviewed with the client in a manner to ensure that the client fully understood the information (e.g. securing a translator if necessary).

USER CODE OF ETHICS

- ✔ Users must be prepared to answer client questions regarding SDHMIS.
- ✔ Users must faithfully respect client preferences with regard to the entry and sharing of client information within SDHMIS. Users must accurately record the client's preferences by making the proper designations as to sharing of client information and/or any restrictions on the sharing of client information.
- ✔ Users must allow clients to change his or her information sharing preferences at the client's request.
- ✔ Users must not decline services to a client or potential client if that person refuses to allow entry of information into SDHMIS or to share their personal information with other agencies via SDHMIS.
- ✔ Users are responsible and accountable for work done under their personal identifiers.
- ✔ Information Users enter must be truthful, accurate and complete to the best of their knowledge.
- ✔ Users will not solicit from or enter information about clients into SDHMIS unless the information is required for a legitimate business purpose such as to provide services to the client
- ✔ Users will not use SDHMIS to violate any law, to defraud any entity or conduct any illegal activity.
- ✔ Upon client's written request, users must allow a client to inspect and obtain a copy of their own information contained within SDHMIS. Information compiled in reasonable anticipation of or for use in a civil, criminal or administrative action or proceeding need not be provided to the client.
- ✔ Users must permit clients to file a written complaint regarding the use or treatment of their information within SDHMIS. Clients may file a written complaint to Denise Albertson, SDHMIS Project Coordinator, SD Housing Development Authority, PO Box 1237, Pierre, SD 57501. Clients may not be retaliated against for filing a complaint.

USER RESPONSIBILITY

Initial each item below to indicate your understanding and acceptance of the proper use of your username and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from SDHMIS database access and may result in

disciplinary action from the Partner Agency as defined in the Partner Agency's personnel policies.

I agree to maintain the confidentiality of client information in SDHMIS in the following manner:

_____My username and password are for my use only and will not be shared with anyone.

_____I will read and abide by the SDHMIS Privacy Notice; ensuring the client understands their rights.

_____I will not use the browser capacity to remember passwords: I will enter the password each time I log into SDHMIS.

_____I will take reasonable means to keep my password physically secure.

_____I will only view, obtain, disclose, or use the database information that is necessary to perform my job.

_____I understand that the only individuals who may directly access SDHMIS client information are authorized users and I will take the steps necessary to prevent casual observers from seeing or hearing client information.

_____I will log off SDHMIS before leaving my work area.

_____I will not leave unattended any computer that has SDHMIS "open and running".

_____I will store hard copies of SDHMIS information in a secure file and not leave such hard copy information in public view on my desk, or on a photocopier, printer or fax machine.

_____I will properly destroy paper copies of SDHMIS information when they are no longer needed unless they are required to be retained in accordance with applicable law.

_____I will not discuss SDHMIS confidential client information with staff, clients, or client family members in a public area.

_____I will not discuss SDHMIS confidential client information on the telephone in any areas where the public might overhear my conversation.

_____I will not leave messages on my agency's answering machine or voicemail system that contains SDHMIS confidential client information.

_____I will keep answering machine volume low ensuring SDHMIS confidential information left by callers is not overheard by the public or unauthorized persons.

_____I understand that a failure to follow these security steps appropriately may result in a breach of SDHMIS confidentiality and security. If such a breach occurs, my access to SDHMIS may be terminated and I may be subject to further disciplinary action as defined in the Participating Agency's personnel policy.

_____If I notice or suspect a security breach, I will immediately notify the Director of my Agency and the SDHMIS Project Coordinator.

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

_____
Participating Agency Name and Address **(please print)**

_____   _____   _____
User's Name **(please print)**   Date   User's Signature

_____
User's Email Address   Program(s) using HMIS for

_____   _____   _____
Participating Agency Director Name **(Print)**   Date   Participating Agency Director
Signature

Appendix D – SDHMIS Data Quality Plan

This document serves as the template for ongoing data quality management of the South Dakota Continuum of Care's Homeless Management Information System (SDHMIS). This Data Quality Plan details the policies and protocols required by the Department of Housing and Urban Development (HUD) and all participating agencies of the SDHMIS. As standards change and the Continuum of Care (CoC) grows to meet new challenges this document shall be renewed annually in consultation with the Policy and Advisory Committee (PAC).

A data quality plan is intended to be end-user focused while allowing the CoC as a whole to realize accurate and consistent data. In order to fully demonstrate need and meet funding requirements the CoC is required to establish and adhere to a set of expectations for data collection and entry.

The SDHHC Data Quality Plan:
- Identifies the responsibilities of all parties within the CoC
- Establishes specific data quality standards for timeliness, completeness, accuracy and consistency
- Summarizes the process for data quality implementation and
- Sets a reasonable timeframe for the ongoing monitoring of data quality at regular intervals

HMIS is now used by numerous federal partners and their respective programs in an effort to end homelessness. Specific data sets that are routinely collected and monitored are broken down by those considered **Universal Data Elements** and **Program Specific Elements.**

Universal Data Elements

HMIS Universal Data Elements are elements required by all projects using software as an HMIS. Projects funded by any one or more of the federal partners must collect the Universal Data Elements as are projects that are not funded by any federal partner (e.g. missions) but are entering data as part of the Continuum of Care's HMIS implementation.

Universal Data Elements enable the HMIS the ability to record unique, unduplicated client records, establish participation in a project within a date range, and identify clients who meet time criteria for chronic homelessness. The required data elements are established by HUD and incorporated into SDHMIS by our vendor Eccovia Solutions.

Programs that expect to serve undocumented clients who cannot provide a social security number should create a process to report on the unduplicated number of such clients served.

The required Universal Data Elements include the following:
- 3.01 Name
- 3.02 Social Security Number
- 3.03 Date of Birth
- 3.04 Race & Ethnicity
- 3.06 Gender
- 3.07 Veteran Status
- 3.08 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.15 Relationship to Head of Household
- 3.16 Enrollment CoC
- 3.20 Housing Move-in Date
- 3.917 Living Situation

Program Specific Data Elements

Program-Specific Data Elements provide information about the characteristics of clients, the services that are provided, and client outcomes. The HMIS Federal partners have cooperatively developed these elements. Some of the program specific data elements are collected across all federal partner programs. Others are limited to a single federal partner program or even further to a single component of one of the federal partner programs. Program guidance will be issued through HUD in cooperation with their partner programs for each of the federal partner programs utilizing HMIS that will provide users the specific guidance the federal program requires on each applicable element.

The Program-Specific Data Elements that are required for federal reporting include elements that may be used by more than one federally funded program. The following are common across Federal partners:

● 4.02 Income and Sources	● 4.11 Domestic Violence
● 4.03 Non-Cash Benefits	● 4.12 Contact
● 4.04 Health Insurance	● 4.13 Date of Engagement
● 4.05 Physical Disability	● 4.14 Bed-Night Date
● 4.07 Chronic Health Condition	
● 4.80 HIV/AIDS	● 4.19 Coordinated Entry Assessment
● 4.09 Mental Health Disorder	● 4.20 Coordinated Entry Event
● 4.10 Substance Use Disorder	

These are listed in the HMIS Data Dictionary. Guidance to each program can be found on the HUD Exchange at https://www.hudexchange.info/programs/hmis/ .

Timeliness

Extended lengths of time between data collection and its entry into the HMIS negatively impact the correctness of the data. If a client's data is not entered in a timely manner it could have a negative bearing on that client's prioritization and referral to the appropriate service. Certain data elements are collected and entered only upon enrollment or exit while others (service delivery and income) need to be updated as they occur because this data affects a client's eligibility for other programs and services.

Users shall consistently enter information into the HMIS database and will strive for real-time data entry. "Real-time" is defined by either immediate data entry upon seeing a client or data entry into the HMIS database within days of program enrollment.

Completeness

Data that is incomplete impacts proper analysis and spreads doubt to the validity of existing data and its extensions. Client care and service delivery cannot be efficiently administered

without robust data collection that fully portrays a household's needs. Programs must strive for a **100% data completion rate** for all Universal and Program Specific Data Elements. Answering questions with "Data Not Collected" will result in that data being listed as missing for data quality purposes, so agencies must strive to collect all of the required data elements from the clients. The threshold for acceptable data completion rate is 95%.

Accuracy & Consistency
Data needs to reflect all the information provided by the client and should be the best representation of reality. Data accuracy and consistency are closely linked. Data collection and entry efforts should be consistent and standard among staff. Inconsistent efforts will produce inaccurate data. There are many ways erroneous information can be entered into HMIS, including false information from a client or end user, misspellings or incorrect selections from drop-down menus. Intake processes that are different between clients or programs will also create inconsistent data.

Client files and all other known, pertinent information must be accurately entered into the system. Along every step of the process data needs to be collected, understood, and entered in the same manner across all participating programs. Standardized forms that are consistent with HMIS queries should be used by all participating data collectors and data entry users. End users will need to undergo an initial training before gaining access to the HMIS production system. End users and front-line staff should communicate their shared goals towards data accuracy and consistency and ensure all efforts are conducted in accordance with the most current HUD HMIS Data Standards.

Monitoring
Roles and Responsibilities
- Agency
  - Agencies are ultimately responsible for the quality of their data.
  - Each participating agency has the option to designate an agency representative to act as their agency's "HMIS Administrator." That person will ensure compliance with the policies and procedures of this plan.
  - Agencies are obligated to provide timely updates to the HMIS lead on program and staff changes that could affect data quality. Notification of a change in staff should be sent to the HMIS Administrator within five (5) business days of the change.
  - Agencies are required to submit the standardized HMIS HUD Data Quality Report on a quarterly basis to SDHDA HMIS Administrator.
- HMIS Administrator
  - The HMIS Administrator collects quarterly reports from the CoC, YHDP, and ESG grantees.
  - These reports are reviewed for a percentage of errors in each of the required Data Quality categories and timeliness of data entry.

- The HMIS Administrator reaches out to agencies with over 5% data error rates. The data error rate is brought to the agency's attention with suggestions and procedures for corrective actions. If the agency continues to struggle with data correction, a mentoring session will be scheduled.

Monitoring Methods
- Timeliness will be measured by running reports that allow the HMIS Administrator to compare a records date of entry to the date it is referencing.
- The HMIS Administrator will measure completeness through reports that allow them to measure the rate of missing data elements.
- Accuracy-Source documentation will be reviewed by comparing hardcopy materials to HMIS data to ensure they match.

Monitoring Frequency
- Agency Frequency – all agencies are strongly encouraged to print and review monthly the standardized HMIS HUD Data Quality Report and the HMIS Clients in Programs Reports. They need to review client numbers, entry & exit dates, services, and recertification assessments
- The CoC Administrator and the HMIS Administrator will review quarterly reports from their grantees.
- The PAC and/or the HMIS Committee may have SDHDA staff pull aggregate data reports at any time for their review.

Incentives
Incentives
It is challenging to achieve superior data collection and entry. While compliance with this data quality plan is considered part of an agency's HMIS participation agreement, those who routinely succeed in data quality efforts should be rewarded. CoC and ESG scoring matrices contain an HMIS category that has a substantial award for data quality. Individual agencies are encouraged to incorporate some aspect of data quality into their employee performance reviews. Whenever possible, agencies with excellent data will be prioritized for additional funds. This occurs through application rating for ESG, CoC, and YHDP applications and must be prioritized because HMIS data is used to gauge other areas of performance. The CoC is actively developing an HMIS user training platform that will provide a series of recorded training modules and corresponding skills testing. The HMIS Administrator works directly with grantees to improve data quality. The HMIS training platform, testing, and one-on-one mentoring are designed to build grantee HMIS capacity.

SDHDA staff distribute training opportunities and webinars from a variety of national groups, including HMIS vendors, technical assistance agencies, and HUD.

Appendix E – List of Covered Homelessness Organizations

Victim Service Providers

- Safe Harbor
- Women Escaping a Violent Environment
- Wholeness Center
- Domestic Violence Network
- Mitchell Area Safehouse
- Missouri Shores DV Center
- Artemis House
- Crisis Intervention Shelter Services
- Beacon Center
- River Cities Domestic Violence Center

All other Federally Funded (ESG, CoC, YHDP, RHY, VA)

- Cornerstone Rescue Mission
- Inter-lakes Community Action Partnership
- Sioux Falls Housing Redevelopment Commission
- Volunteers of America – Dakotas
- Volunteers of America, Northern Rockies
- Lewis and Clark Behavioral Health
- Lutheran Social Services, South Dakota
- South Dakota Housing Development Authority
- Behavior Management Services
- Journey Home
- Union Gospel Mission
- Southeastern Directions for Life
- Pathways Shelter for the Homeless
- Dakota Counseling Institute
- Human Service Agency
- Bishop Dudley Hospitality House
- Journey On
- Wambli Ska Society
- BH Community Loan Fund
- Veterans Administration

- Pine Ridge Reconciliation Center

- Oglala Sioux Tribe Partnership for Housing

- Housing Plus Inc.

<u>Coordinated Entry Only</u>

- Pennington County Health & Human Services
- Minnehaha County Human Services
- Rural Office of Community Services, Inc.
- VA Black Hills Healthcare System

Appendix F- SDHMIS Grievance Form

The following page provides an outline for clients to notify the HMIS Lead at South Dakota Housing that they believe their privacy rights have been violated. Copies of this form should be available to all clients. Agencies need to ensure that clients are aware of this option available to them.

South Dakota HMIS Grievance Form

If you believe your privacy rights for the information entered into SDHMIS have been violated, use this form to report the violation. It is against the law for any agency to retaliate against you or deny services if you file this grievance. The agency is required by law to maintain the privacy of your protected personal information and to accept and consider grievances.

Your Name:

Agency where the incident occurred:

Agency Location:

Date the violation occurred:

Please describe the violation:

How may we contact you:
Phone: _____   **Email:**_____
Mailing Address: _____
Other: _____

Please mail this completed grievance form to:
    South Dakota Housing Development Authority
    Attn: HMIS Lead
    PO Box 1237
    Pierre, SD 57501

    OR you can send via email to denise@sdhda.org | For assistance dial SDHDA at 605-773-3181

SDHDA, in accordance with SD Housing for the Homeless Consortium (SDHHC), will attempt a voluntary resolution of the complaint. SDHDA does <u>not</u> provide legal services.

_____   _____
(Client or Guardian Signature)   *(Date)*

_____
(Please PRINT name)