Homeless Management Information System (HMIS)

Partner Agency Agreement

(updated 10/10/25)

INTRODUCTION

The Homeless Management Information System (HMIS) is an internet-based record-keeping system that is used by agencies in the Maryland Balance of State CoC participating in the homeless response system to record and store client-level information about the numbers, characteristics, and needs of persons at-risk of or experiencing homelessness. The HMIS central server is administered by WellSky, and the HMIS Lead administers Partner Agency and End User licensing, training, and compliance for HMIS.

The MD BoS HMIS creates an unduplicated count of individuals and households experiencing homelessness, which may include those at-risk of experiencing homelessness, and develops aggregate information that assists in developing policies and procedures to end homelessness in the MD BoS CoC. In addition, HMIS allows Partner Agencies to share information electronically about clients, including their service needs, to better coordinate services.

A Partner Agency, **_regardless of fund source_**, is defined as an agency that is a member of the MD BoS CoC **and** serve persons experiencing homelessness, or near homelessness, (as defined by HUD) in the geographic area of the MD BoS CoC, **and** have a current '_HMIS Partner Agency Agreement_' with the HMIS Lead to use the MD BoS HMIS.

A Partner Agency may have projects in HMIS that are categorized as either an '_HMIS Participating_' project or '_Non-HMIS Participating_' project.

- _HMIS Participating Project_: Are projects that are either required by a funder to, or the Partner Agency has opted to, enter client level data into the CoC's HMIS
- _Non-HMIS Participating Project_: Are projects that do not enter client level data into the CoC's HMIS but are required to provide aggregate client level data to the CoC for reporting purposes. (Example: Domestic Violence Shelters, HUD-VASH, etc.)

The MD BoS HMIS operates under '**Implied Consent**' (CLICK HERE to view the _MD BoS HMIS Privacy Policy_ on the HMIS website for details) resulting in an open data sharing system among Partner Agencies, this allows End Users to see client data entered by other MD BoS HMIS Partner Agencies. The exception being when a client completes the '_MD BoS HMIS Client Data Sharing Opt-Out Form_'.

End Users at the Partner Agency named on this Agreement will be assigned an HMIS license that aligns with this Partner Agencies HMIS '_Parent_' project in the MD BoS HMIS.

- Should this Partner Agency need for an End User _at a different_ Partner Agency to have 'Enter Data As' access to this Partner Agencies HMIS projects (for entering /editing client data, pulling reports, etc.), the **Business Agreement** section of the **_HMIS End User Agreement_** must be completed.

Allowable uses and disclosures of PII are described in the MD BoS **HMIS Policies & Procedures Manual**, and the MD BoS **HMIS Privacy Policy**. Before the HMIS Lead or Partner Agencies make any use or disclosure of client personal information that **is not** described in the **HMIS Privacy Policy**, written consent must be obtained from the client.

PURPOSE

The purpose of the *HMIS Partner Agency Agreement* (hereinafter "Agreement") is to *establish* participation in the MD BoS HMIS & *ensure* Partner Agencies are aware of MD BoS HMIS polices and related procedures, including those in the **HMIS Privacy Policy** and **HMIS Data Quality Plan**, so that they are able to meet, or exceed, minimum data collection requirements. The signed Agreement will be maintained by the HMIS Lead Team.

1. The Partner Agency shall fully abide by this Agreement

2. The Partner Agency shall not knowingly enter false or misleading data into HMIS under any circumstances

3. The Partner Agency shall not cause in any manner, or way, corruption of HMIS

4. The Partner Agency shall fully comply with the MD BoS **HMIS Privacy Policy** & **HMIS Data Quality Plan**, including, but not limited to:
   - Ensuring that data is entered into HMIS according to both the *HMIS Privacy Policy* & *HMIS Data Quality Plan*
   - Ensuring that <u>clients are aware of their rights</u> as outlined in the *HMIS Privacy Policy*
   - Ensure that the use &/or release of any HMIS client data complies with the MD BoS *HMIS Privacy Policy*

5. The Partner Agency is responsible for ensuring that its HMIS End Users comply with the requirements laid out in all MD BoS HMIS policies and related procedures, including, but not limited to, the MD BoS **HMIS Policy & Procedures Manual**, **HMIS *Privacy Policy***, **HMIS Data Quality Plan**, and the **HMIS End User Agreement**

6. The Partner Agency shall ensure that all of its HMIS End Users:
   - Read and abide by the *HMIS Policies and Procedures Manual*
   - Read and abide by the *HMIS Privacy Policy*
   - Read and abide by the *HMIS Data Quality Plan*
   - Read and sign the *HMIS End User Agreement*
   - Successfully complete New HMIS End User Training
   - Successfully complete additional HMIS End User trainings as required by the HMIS Lead Team, including but not limited to:
     - Annual HMIS Privacy & Security Training
     - New HMIS End User Training should an EU need addt'l EDA access to project types they previously did not have
   - Maintain a unique email address, HMIS End User ID and password, **and** not share or reveal that information to anyone by written or verbal means
   - Read all HMIS communications (Newsletters, emails/Help Desk tickets, HMIS Home page 'System News', etc.)

RESPONSIBILITIES

Partner Agency Responsibilities include, in part, the following (refer to HMIS policies and related procedure documents for full details)**:**

- **Be responsive** to questions and requests from the HMIS Lead Team related to HMIS data
- **Read** all HMIS communications (Newsletters, emails/Help Desk tickets, HMIS Home page 'System News', etc.)
- **Designate** at least one person to act as the designated _HMIS Partner Agency Point-of-Contact_ (PoC)
- **Post** the _HMIS Privacy Notice_ (template can be found on the MD BoS HMIS website)
- **Maintain** a high level of HMIS data quality, using the requirements as laid out in the _HMIS Data Quality Plan_
- **Provide** sufficient training, resources, materials, and follow-up to its HMIS End Users to ensure a high level of understanding related to entering data into HMIS
- **Seek** assistance from the HMIS Lead Team when there are questions about HMIS and HMIS data quality
- **Inform** the HMIS Lead Team when changes occur within this Partner Agency that specifically relate to HMIS and/or HMIS data quality, including but not limited to:
  - When an existing HMIS End User no longer needs access to the system, within 24 hours of no longer needing access
  - When an existing HMIS project ends operations, at least 10 business days **prior to** project closure
    - Prior to informing the HMIS Lead Team that an HMIS project needs to be closed, Partner Agencies are responsible for ensuring that:
      - The HMIS project data complies with standards set forth in the _HMIS Data Quality Plan_
      - That all clients have been properly exited from the HMIS project **prior to** the operating end date
  - When a new HMIS project needs to be created, at least 10 business days prior to the project's beginning

HMIS Lead Team Responsibilities include, in part, the following (refer to HMIS policies and related procedure documents for full details)**:**

- Oversee the operation and management of HMIS
- Provide HMIS training and materials to ensure that Partner Agencies and HMIS End Users have resources available to them in order to understand how to enter and utilize HMIS data, and monitor HMIS data quality
- Respond to Partner Agency inquiries related to HMIS

MD BoS HMIS Data Ownership & Use Cases

MD BoS HMIS, _including any and all data stored in the MD BoS HMIS_, **is the property of HMIS Lead**. The HMIS Lead has authority over the creation, maintenance, and security of HMIS including distribution of the data stored within.

Agencies that hold membership in the Maryland Balance of State Continuum of Care, _including_ MD BoS HMIS Partner Agencies, **may not** enter into contracts with any HMIS vendor.

Because Partner Agencies in the MD BoS HMIS receive various funding streams with varying data collection/reporting requirements, the HMIS Lead shall maintain ownership of the database in its entirety in order that these funders cannot access data to which they are not legally entitled.

If this Agreement is terminated, the CoC & HMIS Lead Teams and remaining Partner Agencies shall maintain their right to the use of all client data previously entered by the terminating Partner Agency; this use is subject to any restrictions laid out in the **HMIS Policies and Procedures Manual** & **HMIS Privacy Policy**.

- Partner Agencies may **not respond** to any request for data that includes PII _unless_ the request originates from another Partner Agency within the MD BoS HMIS.
  - If a Partner Agency does not know if the entity requesting data is also a Partner Agency in the MD BoS HMIS,

they are to verify with the HMIS Lead

- All data requests that include PII from any *non-Partner Agency* must be **immediately forwarded to the HMIS Lead Team.** The HMIS Lead will evaluate and respond to such requests as appropriate (see the *HMIS Privacy Policy* for details).

PERIOD, TRANSFERABILITY, AND TERMINATION

1. Signed Agreements must be renewed annually
   - Typically will occur during the Annual Privacy & Security Training, when HMIS End Users must resign the HMIS End User Agreement to maintain access to the MD BoS HMIS
2. Partner Agencies that do not have a valid Agreement will not have access to HMIS, nor the data contained within
3. Partner Agencies shall not transfer or assign any rights, or obligations, without the written consent of the HMIS Lead
4. Partner Agencies are responsible for ensuring that End Users comply with all HMIS policies and related procedures, failure of an End User to do so may result in the suspension or termination of the Partner Agencies access to the MD BoS HMIS
5. This Agreement shall remain, until the annual renewal, unless revoked in writing by either party with 30 days written notice, or until funding for HMIS or any part thereof becomes unavailable or restricted

Acknowledgement of Additional HMIS Documents

Initial below to you acknowledge that you have read each document.

- *These documents can be accessed on the MD BoS HMIS website by CLICKING HERE*

_____   HMIS Policy and Procedures Manual

_____   HMIS Privacy Policy

   - ☑ HMIS Privacy Notice must be posted at each intake desk or comparable location to provide clients information on their rights and HMIS policies related to personal data

_____   HMIS Data Quality Plan

_____   HMIS Partner Agency Point-of-Contact Agreement

   - ☑ Partner Agency has **designated** at least 1 staff person to be the HMIS Point-of-Contact
   - ☑ Partner Agency has ensured this person(s) has **submitted the signed** *HMIS Partner Agency Point-of-Contact Agreement* to the HMIS Lead Team

SIGNATURE

The signature below constitutes agreement with and acceptance of any and all applicable terms and conditions set forth in this "MD BoS HMIS Agency Partnership Agreement". Failure of HMIS End Users at this Partner Agency to fully comply with MD BoS HMIS policies or related procedures may result in the suspension or termination of this Partner Agencies access to the MD BoS HMIS.

_____   _____

Signature of Partner Agency **HMIS Point-of Contact**   Date
(or – **if Agency is NEW** & has not yet designated a PoC – the Executive Leadership can sign**)**

_____   _____

Printed Name of Partner Agency **HMIS Point-of Contact**   **Partner Agency Name**
(or – **if Agency is NEW** & has not yet designated a PoC – the Executive Leadership can sign**)**

_____   _____

Signature of HMIS Lead   Date

How to Submit the HMIS Partner Agency Agreement

- **CLICK HERE to submit Agreement to the MD BoS HMIS Lead Team**
  - This link will take you to a Cognito form – where you will complete the submission process
- If you need assistance CLICK HERE to contact the HMIS Help Desk