MARYLAND
BALANCE OF STATE
CONTINUUM OF CARE

Homeless Management Information System (HMIS)

End User 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.

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 (EU) will be assigned an HMIS license to the HMIS 'Parent' project that aligns with Partner Agency (Partner Agency '**A**') identified on the *New HMIS End User Request Form*. Should a *different* Partner Agency (Partner Agency '**B**') need for this End User (person named on this form) to *also* have *Enter Data As* (EDA) access to their projects in HMIS, the **Business Agreement** section at the end of this form must be completed, noting:

- **HMIS Project ID #'s** for Partner Agency '**B**' that this EU will need EDA access to
- **Signatures** from the:
  1. HMIS End User (person named on this form) that will have EDA access to HMIS projects at Partner Agency '**B'**
  2. HMIS Point-of-Contact (PoC) at the EUs Partner Agency '**A**'
  3. HMIS Point-of-Contact (PoC) at Partner Agency '**B'**

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 End User Agreement* (hereinafter "Agreement") is to *establish* participation in the MD BoS HMIS & *ensure* HMIS End Users are aware of MD BoS HMIS polices and related procedures, including, but not limited to, those in the **MD BoS HMIS Policies & Procedures Manual, 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.

PURPOSE

By signing this Agreement the HMIS End User agrees to comply with the following:

- Read all HMIS communications (Newsletters, emails/Help Desk tickets, HMIS Home page 'System News', etc.)

- Respond to requests from the HMIS Lead Team in a timely manner

- Comply with the requirements laid out in all MD BoS HMIS policies and related procedures

- Enter data into HMIS in compliance with the MD BoS HMIS Data Quality Plan and HMIS Privacy Policy

- Comply with the HUD / Federal Partner HMIS Data Standards applicable to project types EDA access is provided in the MD BoS HMIS

- Ensure that <u>clients are aware of their rights</u> as outlined in the *HMIS Privacy Policy*
  - Talking points and generic scripts are provided in the MD BoS HMIS Policy and Procedures Manual

- Log into HMIS as required by their type of HMIS license
  - Data Entry licenses require EUs to *actively use* the system at least once *every 30-days*
  - Read Only licenses require EUs to actively use the system at least once *every 90-days*

- Successfully complete 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 the EU need addt'l EDA access to project types they previously did not have

- Take appropriate measures to prevent unauthorized data disclosure

- Take responsibility for any actions undertaken with one's HMIS username and password

- 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

- Shall not knowingly enter false or misleading data into HMIS under any circumstances

- Shall not cause in any manner, or way, corruption of HMIS

CONFIDENTIALITY AGREEMENT

Initial each statement below to indicate your understanding and responsibility for the proper use of your MD BoS HMIS license, your intention to comply with all policies and procedures governing the use of the MD BoS HMIS and the data therein, and acknowledgment that failure to uphold MD BoS HMIS policies and related procedures is grounds for immediate removal of access to the MD BoS HMIS.

_____ I will ensure that the MD BoS HMIS *Privacy Notice* is posted at any location client intake services are provided and protected personal information (PPI) is entered into the MD BoS HMIS

_____ I have read and understand the MD BoS HMIS *Privacy Policy* and am aware of the allowable uses and disclosures of PPI. I will ensure that the MD BoS HMIS Privacy Policy is explained to clients during the intake process and will make the MD BoS HMIS Privacy Policy available to the client upon request

_____ I understand that my MD BoS HMIS User ID and password are for my use only and must not be shared with anyone, including others within my own agency. I will take all reasonable means to keep them physically secure

_____ I may only view, obtain, disclose, search for, or use the database information that is necessary to perform the official duties of my job

_____ If I am logged into the MD BoS HMIS and must leave the work area where the computer is located, I must log off of the MD BoS HMIS before leaving the work area

_____ I will attend any HMIS and related topic training sessions, as required, to ensure accurate and appropriate data entry and use of the MD BoS HMIS

_____ I will ensure that any computer used to access the MD BoS HMIS is located in an area that can be physically secured with a lock when not in use by the authorized staff person

_____ I will never leave unattended any computer that has the MD BoS HMIS "open and running", and I will ensure that any computer used to access the MD BoS HMIS is equipped with locking (password-protected) screensavers

_____ I will verify that any computer used to access the MD BoS HMIS has virus protection software installed with auto-update functions, and software and / or hardware firewall protection

_____ I understand that failure to log off the MD BoS HMIS appropriately may result in a breach in client confidentiality and system security, and that this is considered a violation of my MD BoS HMIS User ID and password

_____ I will ensure that hard copies of MD BoS HMIS information are kept secured, and I understand that when hard copies of MD BoS HMIS information are no longer needed, they must be properly destroyed to maintain confidentiality

_____ If I notice or suspect a security breach, I will immediately notify my Partner Agency HMIS Point-of-Contact (PoC) and the HMIS Lead Team

_____ If I have a conflict of interest in entering data within the MD BoS HMIS, I will disclose that to my Partner Agency HMIS Point-of-Contact (PoC). If I am a client within the MD BoS HMIS, or if I have immediate family members within the MD BoS HMIS, I will not make changes to those files

PERIOD, TRANSFERABILITY, and TERMINATION

- Signed Agreements must be *renewed annually*
  - o Typically will occur during the Annual Privacy & Security Training
- HMIS End Users that do not have a *valid Agreement* will not have access to HMIS, nor the data contained within
- HMIS licenses *are not* transferable. Should an End User leave one Partner Agency, go to another and need HMIS access at the new Partner Agency, they must complete the New HMIS End User Training before they are provided access to the new Partner Agencies projects in the MD BoS HMIS

- *Failure to comply* with any MD BoS HMIS policy or related procedures may result in the suspension or termination of the HMIS End Users access to the MD BoS HMIS

ACKNOWLEDGEMENT of ADDITIONAL HMIS DOCUMENTS

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

SIGNATURE

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

_____   _____
Signature of MD BoS HMIS End User   Date

_____   _____
Printed Name of MD BoS HMIS End User   **Partner Agency Name** (as identified on the *New HMIS End User Request Form)*

_____   _____
Signature of Partner Agency HMIS Point-of-Contact   Date

_____   _____
Signature of HMIS Lead   Date

How to Submit the HMIS End User 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

BUSINESS AGREEMENT

End Users (EU) will be assigned an HMIS license to the HMIS 'Parent' project that aligns with Partner Agency (Partner Agency 'A') identified on the *New HMIS End User Request Form*. Should a ***different*** Partner Agency (Partner Agency 'B') need for this End User (person named on this form) to ***also*** have *Enter Data As* (EDA) access to their projects in HMIS, the ***Business Agreement*** section at the end of this form must be completed, noting:

- **HMIS Project ID #'s** for Partner Agency '**B**' that this EU will need EDA access to

- **Signatures** from the:

    1. HMIS End User (person named on this form) that will have EDA access to HMIS projects at Partner Agency '**B'**
    2. HMIS Point-of-Contact (PoC) at Partner Agency '**A**'
    3. HMIS Point-of-Contact (PoC) at Partner Agency '**B**'

(Insert name of *Parter Agency B* as appears in the MD BoS HMIS) _____ acknowledges that they are:

- ***Permitting*** this HMIS End User to enter data into MD BoS HMIS projects:

    - (list the HMIS project names & ID #'s as they appear in the MD BoS HMIS)

        - _____

        - _____

        - _____

- ***Responsible*** for data quality entered into MD BoS HMIS projects of *Partner Agency B* by this HMIS End User

(Insert name of *Parter Agency A* as appears in the MD BoS HMIS) _____ acknowledges that they are giving permission for this HMIS End User to enter data into MD BoS HMIS projects of *Partner Agency B*.

HMIS End User _____ (insert name) acknowledges that, in addition to the MD BoS HMIS projects of *Partner Agency A*, they will also be entering data into the MD BoS HMIS projects listed by *Partner Agency B* above in compliance with MD BoS HMIS policies and procedures.

_____   _____
Signature of MD BoS HMIS End User   Date

_____
Printed Name of MD BoS HMIS End User

_____   _____
Signature of *Partner Agency A* HMIS Point-of-Contact   Date

_____   _____
Signature of *Partner Agency B* HMIS Point-of-Contact   Date

_____   _____
Signature of HMIS Lead   Date