

# Agency Partnership Agreement

## For the Wisconsin Homeless Management Information System (HMIS)

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

The statewide implementation of Wisconsin's HMIS is administered by the Institute for Community Alliances (ICA) and WellSky. WellSky administers the central server and ICA administers user and agency licensing, training and compliance. In this Agreement ICA is the "System Administrator," "Partner Agency" is an Agency Participating in HMIS, "Client" is a consumer of services and "Agency" is the Agency named in this agreement.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a HMIS account can be established for the Agency.

### I. 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 State of Wisconsin Homeless Management Information System Policies and Procedures.

1. 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.
2. 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 not** solicit or input information from Clients into the HMIS database unless it is essential to provide services, to develop reports and provide data, or to conduct evaluation or research. Furthermore,

1. The Agency shall provide its Clients a verbal explanation of the HMIS 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.
2. The Agency shall maintain appropriate documentation of Client consent to participate in the HMIS database, as required by the Wisconsin HMIS Policies and Procedures.
3. The Agency agrees not to release any confidential information received from the HMIS database to any organization or individual without proper Client consent.
4. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that the Client's information is made unavailable to all other Partner Agencies.
5. ICA does not require or imply that services must be contingent upon Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation, provided the Clients would otherwise be eligible for the services.

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

1. The Agency shall ensure that all staff and volunteers issued a User ID and password for HMIS will comply with the following:
  - a. Read and abide by this Partnership Agreement
  - b. Read and abide by the Wisconsin HMIS Policies and Procedures
  - c. Read and sign the Wisconsin HMIS User Agreement form
  - d. Participate in new user privacy and security training or on-going security training on an annual basis
  - e. Participate in additional trainings as required by the Wisconsin HMIS Policies and Procedures
  - f. Create a unique User ID and password, and will not share or reveal that information to anyone by written or verbal means
  - g. Read the WISP News email newsletter.

D. The Agency must designate a Security Officer. The Security Officer is responsible for ensuring compliance with applicable security standards, monitoring HMIS access by users at their agency, and maintaining the security of the HMIS for their agency. The Agency is responsible for notifying the System Administrator if the Security Officer is no longer employed by the Agency. The Agency must notify the System Administrator within 15 days of the Security Officer's departure and designate a new Security Officer.

E. The Agency shall conduct criminal background checks on all staff and volunteers before requiring potential users to attend New User Training led by ICA. No individuals with a history of fraud or identity theft shall be permitted a user license.

F. 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 owned and hosted by WellSky. The server is physically located in a locked office with controlled access in Arizona.

1. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the HMIS all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.

G. 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 Baseline Privacy Policy provided by ICA 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 Clients' understanding of their rights. Additionally, if Agency maintains a public webpage, the current version of the HMIS Baseline Privacy Policy must be posted on the webpage. The current form of HMIS Baseline Privacy Policy, which may be modified from time to time at the HMIS Advisory Board's discretion, is available from ICA on its website, [www.icalliances.org](http://www.icalliances.org).

H. If this Agreement is terminated, the ICA 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 requested by the Client.

## **II. HMIS Use and Data Entry**

A. The Agency shall follow, comply with, and enforce the Wisconsin User Agreement and the Wisconsin HMIS Policies and Procedures (located at [www.icalliances.org](http://www.icalliances.org)). Modifications to the User Agreement and Policies and Procedures needed for the purpose of smooth and efficient operation of the HMIS and to meet U.S Department of Housing and Urban Development requirements shall be established in consultation with the HMIS Advisory Board. ICA will announce approved modifications in a timely manner via WISP News.

1. 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.
2. 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 calendar days.

1. The Agency understands that data entry issues related to quality, accuracy or timeliness that impact local, state or federal reporting are considered in violation of this contract.

C. The Agency will not alter information in the HMIS database that is entered by another Agency with inaccurate information (i.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).

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. ICA will provide initial training and periodic updates to that training to Agency Staff on the use of the HMIS software.

G. The ICA Help Desk ([wisp@icalliances.org](mailto:wisp@icalliances.org)) should be utilized for technical assistance within reason.

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 their local Continuum of Care.

K. An Agency may establish a Coordinated Services Agreement with another Partner Agency so that a licensed user at that Partner Agency may enter data on its behalf. The Agreement must be approved by the HMIS Lead Agency and signed by the executive directors or the immediate supervisors of the employees responsible for HMIS activities at both agencies, and the licensed user who will have privileges to access the Partner Agency's data. An Agency may not establish an Agreement with an individual contracting with their agency.

L. Agencies with users who do not access their HMIS account at least once every 90 days will be assessed a Non-use Fee. For each user who does not meet the access requirement, the agency will be charged \$250 at the time of annual license renewal. Participating Agencies are responsible for monitoring staff use of the HMIS to ensure that their agency is not charged Non-use Fee.

### **III. 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. ICA and/or the CoC 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. An 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.

G. An Agency may establish a Memorandum of Understanding with another Partner Agency so that a licensed user at that Partner Agency may enter data on its behalf. The MOU must be approved by the HMIS Lead Agency and signed by the executive directors or the immediate supervisors of the employees responsible for HMIS activities at both agencies, and the licensed user who will have privileges to access the Partner Agency's data. An Agency may not establish an MOU with an individual contracting with their agency.

#### **IV. Proprietary Rights**

A. The Agency shall not share assigned usernames and passwords of the HMIS database with any other Agency, business or individual.

B. The Agency shall not cause in any manner, or way, corruption of the HMIS database.

C. The Agency is prohibited from directly contacting the HMIS Vendor to request custom database work. Any such request must be made through the HMIS Lead Agency.

#### **V. Terms and Conditions**

A. Neither ICA nor the CoC 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 30 days written notice.

#### **VI. Partner Agency Signature**

By signing this 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.

Signature

Date Signed

Title

Agency

Agency Designated HMIS Contact  
(Note: This is your agency staff responsible for HMIS)