Governance Charter for the
Wisconsin and Northern Illinois Homeless Management Information System

City of Madison/Dane County CoC
Milwaukee City/County CoC
Racine City/County CoC
Wisconsin Balance of State CoC
Northern Illinois CoC
Institute for Community Alliances

A. Purpose and Scope

The purpose of this Governance Charter is to confirm agreements between the four Wisconsin Continua of Care – Balance of State, Dane, Milwaukee and Racine; the Rockford/Winnebago/Boone/DeKalb Continuum of Care, known in this document as Northern Illinois Continua of Care, and the Institute for Community Alliances (hereinafter HMIS Lead Agency) in connection with the shared governance of the Homeless Management Information System (hereinafter HMIS). As such, the Governance Charter sets forth the general understandings, and specific responsibilities of each party relating to key aspects of the governance and operation of the Homeless Management Information System. This Governance Charter is effective upon execution by the Institute for Community Alliances, Wisconsin Balance of State, Dane, Milwaukee, Racine. And the Northern Illinois Continua of Care.

B. Background

The Wisconsin HMIS is a collaborative project of the four Wisconsin Continua of Care (CoC) – Balance of State, City of Madison/Dane County, Milwaukee City/County, and Racine City/County; the Northern Illinois CoC, the Institute for Community Alliances as the HMIS Lead Agency, and participating Partner Agencies. HMIS is an internet-based data collection application designed to capture information about the numbers, characteristics and needs of homeless persons and those at risk of homelessness over time. Use of HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD) for all communities and agencies receiving HUD Continuum of Care, Emergency Solutions Grant, and Housing for Persons with AIDS funds, by the U.S. Department of Health and Human Services for agencies receiving Runaway and Homeless Youth and Projects for Assistance in Transition from Homelessness funding, and by the U.S. Department of Veterans Affairs for agencies receiving Supportive Services for Veteran Families and Grant Per Diem funds.

The Continua of Care represented here are community-wide initiatives that work to provide a range of housing and services for the homeless. The continuum of care system includes homelessness prevention assistance, emergency shelter, transitional housing, permanent affordable and permanent supportive housing, supportive services, specialized programs and outreach for designated homeless subpopulations, and integration with "mainstream" programs. HMIS enables homeless service providers to collect uniform client information over time. HMIS is essential to efforts to streamline client services and inform public policy decisions aimed at addressing and ending homelessness at local, state and federal levels. Through HMIS, homeless people benefit from improved coordination in and between agencies, informed advocacy efforts, and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of a periodic accounting of homelessness

throughout the implementation, 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. Such an unduplicated accounting of homelessness is necessary to service and systems planning, effective resource allocation, and advocacy. The parties to this Governance Charter share a common interest in collaborating to end homelessness and successfully implementing and operating HMIS in the State of Wisconsin and Northern Illinois.

C. General Understandings

1. Continuum of Care Governance
The five Continua of Care are responsible for shared governance of the HMIS. The CoCs are the lead-planning groups for efforts to end homelessness and for implementing and operating homeless service delivery systems in the State of Wisconsin and Northern Illinois. As such and under HUD policy (24 CFR part 580), the CoCs are responsible for HMIS oversight and implementation, including planning, software selection, HMIS Lead Agency designation and setting up and managing the HMIS in compliance with HUD's national HMIS Standards. The CoC's oversight and governance responsibilities are carried out by the HMIS Advisory Board (described below), which reviews and approves all HMIS policies and procedures.

2. HMIS Lead Agency Designation
Collectively, the five CoCs designate the HMIS Lead Agency to manage HMIS operations on its behalf, and to provide HMIS administrative functions at the direction of the CoCs through the HMIS Advisory Board.

3. Homeless Management Information System Advisory Board
The CoC members and HMIS Partner Agencies actively participate with the HMIS Lead Agency through the HMIS Advisory Board in the management of the HMIS. The HMIS Advisory Board is responsible for establishing policies, procedures, and protocols for functions essential to the viability and success of the HMIS, including, but not limited to, data privacy, data quality, analysis, reporting, data sharing protocols. All of the CoCs will be represented on the HMIS Advisory Board to ensure shared governance. Representation will also take into account HMIS user diversity by considering the following attributes: HMIS user level; geographic location of the agency where the Board member is employed; population density of the location of the Board member's agency; size or client volume of the Board member's agency or program; type of service or program provided by the Board member's agency; and the special interest or demographic served by the Board member's agency.

> ### 3.1 Advisory Board Requirements
> a. <u>Meetings</u> - Advisory Board meetings will be held at least four times annually. Important HMIS policy items that emerge in between meetings will be handled by the Board via email, conference call, or an online meeting.
> b. <u>Attendance</u> - Advisory Board members are required to attend all meetings. Members who are absent from two consecutive meetings will be asked to resign from the Advisory Board, unless a majority of the Advisory Board members determine there are extenuating circumstances. If the member does not resign within 30 days after being requested to do so by the Advisory Board, a majority of the Advisory Board may vote to remove the member. A

majority of the Advisory Board is one half plus one of the members present at the meeting when the vote is taking place.

    c. <u>Accessibility</u> - Board members will be publicly identified and available for contact by HMIS users and agencies throughout the state.

    d. <u>Policies and Procedures</u> - Approval of policy, procedures and HMIS protocols will be attempted through consensus and conversation but will ultimately be decided by simple majority.

    e. <u>Member Agreements</u> - All members of the Advisory Board must sign Member Agreements. The agreements list the responsibilities of the Advisory Board members and describe the membership term.

    f. <u>Length of Member Term</u> - Advisory Board members serve two-year terms on the HMIS Advisory Board. Membership may be renewed for additional terms upon agreement by HMIS Lead Agency, the Advisory Board and the member seeking reappointment.

    g. <u>Voluntary Board Membership</u> – Advisory Board members are volunteers and are not compensated for their participation. Advisory Board members may receive reimbursement for costs incurred while attending Advisory Board meetings.

4. Funding

Funding for the software and operations of the HMIS shall be provided by the five CoCs, through a HUD Continuum of Care program HMIS grant, or other funding from the CoC. Funding shall also be provided from agencies operating programs federally required to enter data into HMIS. Partner Agencies may be required to pay user fees for the HMIS software and reporting licenses assigned to their agency. In the event there is a shortfall in funding for the software or operation of the HMIS, the HMIS Advisory Board will explore options to increase revenue.

5. Software and Hosting

The CoCs have selected a single software product to serve as the sole HMIS software application in Wisconsin and Northern Illinois. All Partner Agencies agree to use the product as configured for the HMIS.

6. Compliance with Homeless Management Information System Standards

The HMIS is operated in compliance with the HMIS Data and Technical Standards and any other applicable laws. The parties anticipate that HUD will release revised HMIS Standards periodically. The parties agree to make changes to this Governance Charter, the Wisconsin and Northern Illinois HMIS Policies and Procedures, and other HMIS operational documents, to comply with the revised standards within the HUD-specified timeframe for such changes.

7. Operational Policies and Agreements

The HMIS operates within the framework of agreements, policies, and procedures that have been developed and approved over time by the HMIS Lead Agency and the CoCs through the HMIS Advisory Board. These agreements, policies and procedures include but are not limited to the HMIS Policies and Procedures Manual, Data Quality Plan, Privacy Policies and the Consumer Notice, Partner Agency Agreements, and User Agreements. All operational agreements and policies and procedures are reviewed annually by the HMIS Lead Agency, the HMIS Advisory Board, and the CoCs to comply with the HMIS Standards or otherwise improve HMIS operations.

8. Data Ownership
The data entered into the Wisconsin and Northern Illinois HMIS is owned by the Partner Agency responsible for entering the client-level information. The HMIS Lead Agency and Partner Agencies are jointly responsible for ensuring that HMIS data processing capabilities, including the collection, maintenance, use, disclosure, transmission, and destruction of data, comply with the HMIS privacy, security and confidentiality policies and procedures. The HMIS Advisory Board has the final authority to approve or disapprove the use of the data that is contained in the HMIS. Subject to HMIS Advisory Board authorization, the HMIS Lead Agency may enter into data sharing agreements with third party organizations for the purpose of coordinating services for individuals or to contribute to research that aims to improve services for those at-risk for or currently experiencing homelessness. Once authorization has been granted, further agreements that are compatible with the original authorization require only that the HMIS Lead notify the HMIS Advisory Board in writing prior to finalization.

D. Specific Responsibilities of the Parties

1. Dane, Milwaukee, Racine, Wisconsin Balance of State, and Northern Illinois Continua of Care
The four Wisconsin Continua of Care – Balance of State, Dane, Milwaukee, and Racine – and the Northern Illinois Continuum of Care serve as the HMIS governance body, providing oversight, project direction, policy setting, and guidance for the HMIS project. It is the responsibility of the CoCs to:
   a. Designate the HMIS Lead Agency, the software to be used for HMIS, and approve any changes to the HMIS Lead Agency or software.
   b. Request revision to any HMIS operational agreement, policy or procedure developed by the HMIS Lead Agency, and approved by the HMIS Advisory Board.
   c. Conduct outreach to homeless assistance agencies not using HMIS and encourage these agencies and other mainstream programs serving homeless people to participate in HMIS.
   d. Work to inform elected officials, government agencies, the nonprofit community, and the public about the role and importance of HMIS and HMIS data.
   e. Promote the effective use of HMIS data, including its use to measure the extent and nature of homelessness, the utilization of services and homeless programs over time, and the effectiveness of homeless programs.
   f. Provide all local information as necessary for compilation of the Continuum of Care Housing Inventory Count and support the HMIS Lead Agency in preparing the Longitudinal System Analysis (LSA).

2. HMIS Advisory Board
The Wisconsin and Northern Illinois HMIS operates under a model of shared governance of the five Continua of Care. The CoCs exercise the following responsibilities for HMIS governance through the HMIS Advisory Board.
   a. Implement and continuously improve the shared HMIS.
   b. Ensure the HMIS scope aligns with the requirements of agencies, HUD and other federal partners, and other stakeholder groups.
   c. Address any issue that has major implications for the HMIS, such as HMIS Data Standards revisions released by HUD, or HMIS Vendor performance problems.

d. Review, revise and approve all HMIS operational policies developed by the HMIS Lead Agency and submit all approved operational documents to each CoC Board of Directors or equivalent CoC governing body.
e. Ensure agency and user compliance with the federal HMIS Standards, and all HMIS operational agreements, policies, and procedures.
f. Provide guidance and oversight of HMIS related user and agency compliance monitoring undertaken by the HMIS Lead Agency.
g. Approve HMIS Lead Agency recommendations to terminate a user license or restrict the HMIS participation of a Partner Agency.

3. HMIS Lead Agency

The Institute for Community Alliances presently serves as the lead agency for the Wisconsin and Northern Illinois HMIS project, managing and administering all HMIS operations and activities. The HMIS Lead Agency exercises these responsibilities at the direction of the HMIS Advisory Board. These responsibilities are contingent on receipt of the appropriate funding from participating CoCs and Partner Agencies. The responsibilities of the HMIS Lead Agency include:

I. General
a. Obtain and maintain the contract with the selected software vendor.
b. Determine the parameters of the HMIS as it relates to continuity of service, ability to limit access to the data, hosting responsibilities, general security and maintenance issues, data storage, back-up and recovery, customization, compliance with HUD Data standards, reporting needs, training, and technical support.
c. Provide overall staffing for the operation of the HMIS.
d. Develop and maintain all HMIS operational agreements, policies, and procedures, including a written privacy notice.
e. Obtain signed Partner Agency Agreements and User Agreements.
f. Invoice Partner Agencies and jurisdictions for HMIS fees approved by the HMIS Advisory Board.
g. Monitor Partner Agencies and users to ensure compliance with HMIS operational agreements, policies, and procedures on behalf of, and at the direction of, the HMIS Advisory Board.
h. Convene a minimum of four meetings of the HMIS Advisory Board annually.
i. Participate as a voting or non-voting member of the Wisconsin and Northern Illinois CoC's Board of Directors or equivalent decision-making body.
j. Attend the HMIS or Data Committee meetings for each of the Continua.
k. Provide and maintain the HMIS website.
l. Comply with federal HMIS Standards (including anticipated changes to the HMIS Standards) and all other applicable laws.
m. Apply as the project applicant for all HUD CoC Program HMIS Projects within the implementation.
n. Serve as the liaison with HUD regarding HUD HMIS grants.

II. Administer the software, including:
a. Ensure the software vendor complies with the responsibilities designated below in Section D.4.

b. Report any concerns with the software vendor to the HMIS Advisory Board.
c. Inform CoCs and agencies how each software release will change or impact current workflow and operations.
d. Protect confidential data (in compliance with federal HMIS Standards, HMIS Policies and Procedures, local privacy policies, and other applicable law), and abide by any restrictions clients have placed on their own data.
e. *In accordance with and by all HUD regulations and policies*

III. Administer HMIS end users, including:
a. Provide and manage end user licenses, including authorizing usage and the level of access to HMIS for all users.
b. Add and remove Partner Agencies.
c. Provide all training and user guidance needed to ensure appropriate system use, data entry, data reporting, and data security and confidentiality.
d. Establish the training requirements for users.
e. Maintain documentation of user training completion.
f. Outreach to Partner Agencies to provide end user support.
g. Develop and maintain a training materials that provide data entry guidance for users.
h. Maintain an email helpdesk for user support.
i. Communicate at least monthly with users through the HMIS newsletter. The newsletter will provide information on upcoming regulatory changes, software upgrades, current HMIS news, grants, training, etc.

IV. Ensure Data Quality
a. Ensure all client and homeless program data are collected in adherence to the HUD HMIS Data Standards, the HMIS Policies and Procedures, and local additional requirements.
b. Customize the HMIS application to meet local data requirements (within reason and within constraints of budget and other duties).
c. Develop and implement a data quality plan.
d. Monitor data quality and generate data quality reports under the Data Quality Plan.
e. Assist Partner Agencies and users to rectify data quality concerns.
f. Carry out aggregate data extraction and reporting under the guidance of the HMIS Advisory Board.
g. Assist Partner Agencies with agency-specific data collection and reporting needs, such as the Annual Progress Report and other program reports (within reason and within constraints of budget and other duties).
h. Develop HMIS data entry workflow and requirements for HMIS data and reporting to meet Partner Agency reporting requirements.

V. Reporting
a. Complete, or assist with the completion of the Longitudinal System Analysis, HUD CoC Program Notice of Funding Availability, Consolidated Annual Performance Evaluation Report, CoC 10 Year Plans, Partner Agency Annual Performance Reports, and other reports to funders from agencies federally mandated to use HMIS.
b. Ensure the HMIS Policies and Procedures and the recommended data entry workflow align with collecting the data necessary to complete the reports listed above in Section D.3.V.a.

c. Construct, run and publish all necessary system-wide reports to meet federal and local reporting compliance.
d. Provide aggregate reports to groups or stakeholders requesting HMIS information within the constraints detailed in the HMIS Policies and Procedures Manual.

VI. Satisfactory Assurances Regarding Confidentiality and Security:
It is understood that the HMIS will contain client information that may be subject to the privacy and security protections and requirements of federal HMIS Standards, HIPAA Privacy Rule, other law, and local HMIS privacy and security policies and procedures. The HMIS Lead Agency hereby agrees that it will use protected client information only for purposes permitted by agreement with Partner Agencies and as permitted by the applicable law and Standards. Further, the HMIS Lead Agency agrees it will make use of all safeguards required by HUD Privacy Standards, HIPAA Privacy Rule, where appropriate, other law, and local HMIS privacy and security policies and procedures in order to prevent any unauthorized disclosure of protected client information.
a. Develop and implement security and confidentiality plans required by the HUD HMIS Standards.
b. Assist Partner Agencies to rectify agency data security and privacy concerns.

4. Software Vendor
The selected software vendor and HMIS database must meet all HUD regulations and policies, and the following requirements:
a. Ensure the HMIS design meets the federal HMIS Data Standards.
b. Develop a codebook and provide other documentation of programs created.
c. Provide ongoing support to the HMIS Lead pertaining to the needs of end users to mine the database, generate reports and other interface needs.
d. Administer the product servers, including web and database servers.
e. Monitor access to HMIS through auditing.
f. Monitor functionality, speed, and database backup procedures.
e. Provide backup and recovery of internal and external networks.
f. Maintain the system twenty-four hours a day, seven days a week.
g. Communicate any planned or unplanned interruption of service to the HMIS Lead Agency.
h. Take all steps needed to secure the system against breaches of security and system crashes.

E. Period of Agreement and Modification/Termination

1. Period of Operation and Termination
This Governance Charter will become effective upon signature of all parties and shall remain in effect until terminated by the parties. Each party shall have the right to terminate this agreement as to itself only upon 30 days prior written notice to the HMIS Advisory Board in care of the HMIS Lead Agency. Violation of any component may be grounds for immediate termination of this Agreement.

2. Amendments
Amendments, including additions, deletions, or modifications to this Governance Charter must be agreed to by all parties to this Agreement.

The signatures of the parties indicate their agreement with the terms and conditions set forth in this document.

Madison/Dane Continuum of Care:

_____, President
Madison/Dane CoC Board of Directors

Milwaukee City/County Continuum of Care:

_____, Chair
Milwaukee CoC Executive Board

Racine City/County Continuum of Care:

_____, President
Continuum of Care for the City and County of
Racine, U.A.

Wisconsin Balance of State Continuum of Care:

_____, President
Balance of State CoC Board of Directors

Institute for Community Alliances:

David Eberbach, Executive Director