

# Mid-Willamette Valley Homeless Alliance

## HMIS Agency Participation Agreement

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### 1. Purpose

The Mid-Willamette Valley Homeless Alliance (MWVHA) Homeless Management Information System (HMIS) is a web-enabled database used by social service providers within Marion and Polk counties to capture information about the persons they serve.

The fundamental purpose of HMIS is to improve care coordination for persons at-risk of and/or experiencing homelessness in Marion and Polk counties. HMIS is designed to collect and deliver timely, credible, quality data about services and persons. The collected information can be used for program improvement and service planning. Data will also be used to complete reporting requirements as established by federal, state and local funders.

HMIS utilizes Community Services (ServicePoint) which is developed, trademarked and copyrighted by WellSky. Community Services (ServicePoint) is a client information system that provides a standardized assessment of consumer need; creates required CSV reports and service plans; and records the use of housing and services.

This Agency Participation Agreement (“Agreement”) permits staff from the “Participating Agency” to access the HMIS on their computer system through an Internet connection, in accordance with the terms of this Agreement.

### 2. Definitions

- 2.1. “Participating Agency” is an entity that uses the Homeless Management Information System (HMIS).
- 2.2. “Partner Agencies” are other entities that use the HMIS.
- 2.3. “Agency Administrator” is the Participating Agency’s main contact for the Agency and Users in matters regarding the HMIS.
- 2.4. An HMIS “User” is a person authorized to access the HMIS by a Participating Agency, and who acts as a guardian entrusted with the personal data to be entered and used in the HMIS.
- 2.5. A “Client” is a consumer of services.
- 2.6. The “System Administrator” is MWVHA’s HMIS Lead Agency, Oregon Housing and Community Services (OHCS), whose primary function under this Agreement is to manage the HMIS.

## 3. Client Privacy

### 3.1. Laws, Regulations, Policies and Procedures

- 3.1.1. If the Participating Agency is considered a “covered entity” under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 45 C.F.R., Parts 160 & 164, and corresponding regulations established by the U.S. Department of Health and Human Services, the Participating Agency is required to operate in accordance with HIPAA regulations.
- 3.1.2. The Participating Agency will comply with all applicable federal and state laws regarding protection of client privacy.
- 3.1.3. The Participating Agency will comply with all MWVHA policies and procedures pertaining to protection of client privacy.
- 3.1.4. The protections that the HMIS has in place to protect client confidentiality include: compliance with HUD Data and Technical Standards Final Notice, institution of a mandated HMIS privacy and confidentiality training program for all HMIS Users provided by the Participating Agency, consistent application of policies and procedures, and signed HMIS User Agreements (the original to be kept on file at the Agency).

### 3.2. Release of Information

- 3.2.1. The Participating Agency will use a MWVHA-approved Universal Release of Information (ROI) to standardize the explanation of Agency/HMIS privacy rules to Clients and provide all Clients with an explanation informing them that their information will be entered into a computerized record-keeping system.
- 3.2.2. The Participating Agency shall maintain appropriate documentation of client consent to participate in the HMIS.
- 3.2.3. If a Client withdraws consent to share information with other participating agencies, the Participating Agency remains responsible to ensure that the Client’s information collected after that time is unavailable to all other Agencies.
- 3.2.4. The Participating Agency agrees that its data will be shared with the Partner Agencies, with the exception of:
  - 3.2.4.1. Data from households comprised of only children (containing only youths less than 18 year old), or households with a child under 18 years as head of household.
  - 3.2.4.2. Data relating to direct medical or behavioral health services as outlined by HIPAA.
  - 3.2.4.3. Data from households with safety concerns that may be compromised by sharing data.
- 3.2.5. The Participating Agency agrees to honor the Client’s right to request that program enrollment data entered by the Participating Agency not be shared with other MWVHA participating agencies.
- 3.2.6. The Participating Agency agrees not to release client-identifiable information directly to any organization not participating HMIS without proper Client consent, except as permitted under federal and Oregon law. A release of information in HMIS by a Participating Agency to another Participating Agency or an HMIS Partner Agency shall not constitute an unauthorized disclosure,

even in the event that no authorization form is on file, subject to the exceptions in 3.2.4 above.

### **3.3. Privacy Notice**

- 3.3.1. The Participating Agency shall post the HMIS Privacy and Security Notice at each intake desk, and in lobbies and other areas where Clients congregate.
- 3.3.2. The Participating Agency shall make the Privacy and Security Notice available in writing at a Client's request.
- 3.3.3. If the Participating Agency maintains a website, a link to the Privacy and Security Notice shall be accessible from the Agency's website.

### **3.4. Internal Controls**

- 3.4.1. The Participating Agency shall provide HMIS workstation(s) that:
  - 3.4.1.1. Have and use a hardware or software firewall;
  - 3.4.1.2. Have and use updated virus protection software;
  - 3.4.1.3. Have and use screens that "go to sleep" after 5 minutes of inactivity and require a password to re-activate;
  - 3.4.1.4. Have screens positioned so that data is not visible to others (i.e. other staff, clients, etc. who are in the immediate area);
  - 3.4.1.5. Do not have User IDs and/or Passwords posted in visible and/or accessible locations.
- 3.4.2. The Participating Agency must ensure that all persons who are issued a User Identification and Password to the HMIS comply with all the terms of this Agreement, including all associated confidentiality provisions. The Participating Agency is responsible for oversight of its own related confidentiality requirements.
- 3.4.3. The Participating Agency must ensure that all persons to be issued a User ID and Password complete a formal training using materials provided by MWHVA on privacy and confidentiality policies and HMIS. Agency employees must demonstrate mastery of that information prior to activation of their User License. The Agency will train all Users with the exception of Agency Administrators.
- 3.4.4. The Participating Agency must notify the System Administrator when a staff member with a User ID and Password leaves the Agency within two (2) business days of that staff member's last day of work for the Participating Agency.
- 3.4.5. The Participating Agency acknowledges that Client data will be encrypted at the server level using encryption technology.
- 3.4.6. The Participating Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Participating Agency.
- 3.4.7. The Participating Agency shall diligently record in the HMIS all restrictions requested by the Client.
- 3.4.8. Participating Agency acknowledges that it may not rely upon HMIS technological and procedural securities exclusively to ensure client data confidentiality.

## 4. Custody of Data

- 4.1. The Participating Agency acknowledges that the file server, which contains all client information, including encrypted identifying client information, is located at the WellSky Inc. offices at 333 Travis Street, Suite 300, Shreveport, LA.
- 4.2. The Participating Agency acknowledges, and MWVHA agrees, that the Participating Agency retains ownership over all information that Agency enters into HMIS, provided however, that the Participating Agency grants a perpetual nonexclusive license to MWVHA to access and use such information.
- 4.3. Upon termination of this Agreement, MWVHA shall maintain their right to the use of all Client data previously entered by the Participating Agency; this use is subject to any restrictions requested by the Client.
- 4.4. In the event that the HMIS Project ceases, the Participating Agency and the Partner Agencies will be notified, and provided reasonable time to access and save Client data for those Clients served by the respective Agency, as well as statistical and frequency data from the entire system. Thereafter, the information collected by the centralized server will be purged or appropriately stored by WellSky, Inc., in accordance with the data retention requirements of Oregon law.
- 4.5. In the event that MWVHA ceases to exist, the custodianship of the data within HMIS will be transferred by MWVHA to another organization that has been designated the HMIS Lead Agency for continuing administration. All HMIS Participating and Partner Agencies will be informed of the new designated organization in a timely manner.

## 5. Roles and Responsibilities

### 5.1. MWVHA shall

- 5.1.1. Provide User licenses, in accordance with this Agreement.
- 5.1.2. Provide the Universal Release of Information (ROI) form.
- 5.1.3. Provide training or training materials to Agency Administrators, and provide written or video training materials to all HMIS Users.
- 5.1.4. Monitor frequency and quality of data entry.
- 5.1.5. Notify the Agency Administrator and/or Executive Director if it becomes aware of any violation of HMIS policies or procedures on the part of HMIS Users at the Participating Agency.
- 5.1.6. Provide training on the MWVHA HMIS Policy & Procedures.
- 5.1.7. Provide basic User support and technical assistance (i.e., general troubleshooting and assistance with report generation) for issues specific to HMIS software and systems.

### 5.2. Participating Agency shall

- 5.2.1. Designate an Agency Administrator that can demonstrate HMIS and programmatic proficiency prior to being granted access to HMIS and serve as the first and main contact for the Agency and User staff in matters regarding HMIS, before the System Administrator is contacted.
- 5.2.2. Ensure that their Agency Administrator monitors HMIS data quality and that data is corrected, based on data quality reports.

- 5.2.3. Ensure that HMIS Users accurately enter assessment data in a timely fashion—whenever possible, within 72 hours of a Client’s entry, review, or exit of the program.
- 5.2.4. Not purposefully enter inaccurate information or over-ride accurate information entered by its own Agency or another Agency.
- 5.2.5. Not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- 5.2.6. Ensure Users submit support requests to their Agency Administrator.
- 5.2.7. Not allow their Agency Administrator or Users, under any circumstances, to submit requests directly to the software vendor.
- 5.2.8. Notify MWVHA when new Users need to be trained and assigned a license.
- 5.2.9. Acknowledge that HMIS User licenses not accessed (logged into) for 90 days will be deleted from the system and that the Agency can request a new license for any User whose license has been deleted.

## 6. Standard Operating Procedures

### 6.1. User Authorization & Passwords

- 6.1.1. HMIS Users, including the Agency Administrator, must have a specific work function and purpose for using and entering data into HMIS. The Agency Administrator must only request User access to HMIS for those staff members who require access for business purposes only.
- 6.1.2. All Users must have their own User ID and Password and should never be allowed to use a User ID that is not assigned to them. The Participating Agency will not share assigned User IDs and Passwords to access HMIS with any other organization, government entity, business, or individual.
- 6.1.3. If any User forgets their Password or has reason to believe that someone else has gained access to their Password, they must immediately notify their Agency or System Administrator. The Agency or System Administrator has the ability to reset the User’s Password and notify the User of the new temporary Password.
- 6.1.4. User licenses will only be assigned once the staff member has successfully completed all required HMIS training.

### 6.2. Data Entry

- 6.2.1. The Participating Agency will ensure that programs that participate in HMIS will enter at least the minimum required data elements, referred to as the Universal Data Elements. Most data elements are described in the HUD HMIS Data Standards Manual.
- 6.2.2. Client data will be gathered according to the policies, procedures and confidentiality rules of each individual program.
- 6.2.3. The Participating Agency will only enter into HMIS information on individuals that exist as Clients under the Participating Agency/Program’s jurisdiction.
- 6.2.4. The Participating Agency shall not knowingly enter false or misleading data under any circumstances.

- 6.2.5. The Participating Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and/or sexual orientation.
- 6.2.6. The Participating Agency will only enter a Client into HMIS after the Client has consented. Clients may refuse to have data entered, at which point the Agency must follow the training manual. Some services require data-sharing in the HMIS. The Client must be informed that they will not be eligible to receive the service (examples: housing, referrals to other providers, centralized waitlists, services provided by Partner Agencies) if they do not allow their information to be entered into HMIS.
- 6.2.7. The Participating Agency will accurately enter data in a timely manner, within 72 hours of a Client's entry, review, or exit into the program or as needed when there is a significant change in information. The Agency shall not misrepresent its client base in the HMIS by entering known inaccurate information. Client records should be updated in HMIS at the minimum of once per year.
- 6.2.8. The Participating Agency will enter all Client and program level data elements defined by MWVHA and/or required by the U.S. Department of Housing and Urban Development.
- 6.2.9. The Participating Agency is responsible for the accuracy, integrity, and security of all data input by said Agency. The Participating Agency will routinely review records it has entered into HMIS for completeness and data accuracy.
- 6.2.10. The Participating Agency will ensure that any paper versions of the intake data collection forms correctly align with the newest intake form in HMIS.
- 6.2.11. The Participating Agency's workflow for the exit process shall include destination information and evidence that demonstrates the discharge destination data is properly being entered into the HMIS.

### **6.3. Data Use**

- 6.3.1. Data contained in the MWVHA HMIS will only be used to support the delivery of homeless services in Marion and Polk counties. Each User will affirm the principles of ethical data use and client confidentiality as noted and contained in the HMIS User Agreement.
- 6.3.2. The Participating Agency will not solicit or input information from Clients unless it is essential to provide services, or conduct program evaluation.
- 6.3.3. The Participating Agency acknowledges that all Client data will be maintained on a central server, which will contain all client information in an encrypted state. All Client identifiable data is inaccessible to unauthorized users.
- 6.3.4. The Participating Agency shall use the system to enter and corroborate services but not for location services for past due billing or law enforcement activities.
- 6.3.5. The Participating Agency shall not be denied access to Client data entered by the Agency.
- 6.3.6. The Participating Agency shall use Client information in HMIS, as entered by the Agency or Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

#### **6.4. Release and Disclosure of Client Data**

- 6.4.1. By requesting services from the Participating Agency, it is assumed that the Client agrees to allow collection and disclosure of this information to HMIS Partner Agencies. Client data entered into the HMIS will be shared with Partner Agencies unless the Client requests an exception.
- 6.4.2. Agency data visibility defaults within the HMIS will be set to “open visibility” with these exceptions:
  - 6.4.2.1. A parent or guardian at least 18 years of age can agree to share data for youth in the household. A head of household under the age of 18 cannot agree to share data for anyone other than themselves.
  - 6.4.2.2. A member of a household who has voiced a safety concern, or for whom the Agency has a safety concern.
  - 6.4.2.3. Medical or Behavioral Health Services provided by a “covered entity” under the Health Insurance Portability and Accountability Act (HIPAA) are not shared.
- 6.4.3. If the Client rejects the sharing plan, the Agency is responsible to close the record.
- 6.4.4. No confidential/restricted information received from the HMIS will be shared with any organization or individual without proper written consent by the Client, unless otherwise permitted by applicable regulations or laws.

#### **6.5. Publication of Reports**

- 6.5.1. The Participating Agency agrees that it may release only aggregated or summary information generated by HMIS that is specific to its own Client data, and only for funding or planning purposes pertaining to providing services to homeless persons.
- 6.5.2. MWVHA will use only unidentified, aggregate HMIS data for homeless policy and planning decisions; in preparing federal, state, or local applications for homelessness funding; to demonstrate the need for and effectiveness of a program; and to obtain a view of program utilization.
- 6.5.3. HMIS data used in reports released to the public will be limited to presentation of aggregated or summary data. Personal identifying information will never be published.

#### **6.6. Server Availability**

- 6.6.1. The System Administrator will strive to maintain continuous availability of the HMIS.
- 6.6.2. When possible, necessary downtime will be scheduled when it will have least impact, for the shortest possible amount of time, and after timely communication to all participants.
- 6.6.3. If a User discovers that the HMIS is not available or accessible, the User will report immediately to their Agency Administrator who will, in turn, investigate and inform the System Administrator. The System Administrator will notify Users by email if they become aware the server is unexpectedly down.
- 6.6.4. All other procedures for maximizing server availability, recovering from unplanned downtime, communicating, and avoiding future downtime are the responsibility of the System Administrator and WellSky.

## **6.7. Compliance**

- 6.7.1. Compliance with these Policies and Procedures is mandatory for participation in HMIS. The Participating Agency shall follow, comply with and enforce the HMIS User Agreement.
- 6.7.2. WellSky's Community Services (ServicePoint) is HIPAA-compliant. All changes to client data are recorded in the system and can be audited if there is suspected misuse of the system.
- 6.7.3. MWVHA will schedule periodic on-site monitoring visits to ensure that HMIS policies and procedures are being followed.
- 6.7.4. The System Administrator will have the right to confirm at any time that the Participating Agency provides HMIS workstation(s) that:
  - 6.7.4.1. Have and use a hardware or software firewall;
  - 6.7.4.2. Have and use updated virus protection software;
  - 6.7.4.3. Have and use screens that "go to sleep" after 5 minutes of inactivity and require a password to re-activate;
  - 6.7.4.4. Have screens positioned so that data is not visible to others (i.e. other staff, clients, etc. who are in the immediate area);
  - 6.7.4.5. Do not have User IDs and/or Passwords posted in visible and/or accessible locations.

## **6.8. HMIS Document Revision**

- 6.8.1. MWVHA will coordinate the compilation and revisions of all HMIS documents.
- 6.8.2. Proposed changes may originate from any HMIS User.
  - 6.8.2.1. When proposed changes originate within the Participating Agency, the Agency Administrator shall review and then submit to the System Administrator. The System Administrator will maintain a list of proposed changes.
  - 6.8.2.2. The list of proposed changes will be discussed by MWVHA and the HMIS Users Workgroup. Results of said discussion will be communicated, along with any amended Policies and Procedures.
- 6.8.3. HMIS documents and forms shall be available in on the MWVHA website.

## **7. Indemnification**

Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, the parties shall indemnify, defend, and hold harmless each other from and against all liability, loss, and costs arising out of or resulting from the acts of that party, its officers, employees, and agents in the performance of this Agreement.

## **8. Copyright**

The HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright.



Participating Agency Users storing materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

## 9. Assurances

The Participating Agency assures that the following fully executed documents will be on file and available for review:

- a. The Participating Agency's Confidentiality Policy
- b. The Participating Agency's Grievance Policy
- c. The posted HMIS Privacy Sign
- d. User and Agency Administrator Agreements
- e. A current copy of MWVHA HMIS Policy & Procedures

## 10. Terms and Conditions

- 10.1. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement of the parties. This Agreement may be signed in counterpart, and the individuals signing this Agreement warrant that they have the authority to do so and to bind their respective organizations to the terms and conditions of this Agreement.
- 10.2. **SUBCONTRACTS:** No party will subcontract or assign all or any part of this Agreement without the prior written consent of the other parties.
- 10.3. **ADHERENCE TO LAW:** Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
- 10.4. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 10.5. **TERM:** This Agreement shall have a term of one year, subject to earlier termination as provided in this Section 10.5. If not earlier terminated, this Agreement shall automatically renew for successive one year terms. This Agreement may be terminated in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breaches of this agreement. Should such situations arise, MWVHA may immediately suspend access to HMIS until the allegations are resolved in order to protect the integrity of the system.
- 10.6. **TERMINATION:** Either party may inform the other in writing of termination of this Agreement as provided in Section 10.5. Upon termination, the System Administrator will revoke access of the Participating Agency staff to the HMIS and will keep all termination records on file with the associated HMIS Agency Participation Agreement.
- 10.7. **VIOLATION OF TERMS:** If the System Administrator determines that the Participating Agency is in violation of the terms of the HMIS Agency Participation Agreement, the Participating Agency and MWVHA agree to cooperate to resolve the conflict. If the parties are unable to resolve the

conflict(s) and MWVHA decides to terminate this Agreement, MWVHA will notify the Participating Agency in writing of the termination of the Participating Agency's participation in HMIS.

- 10.8. **MODIFICATIONS:** This Agreement may be modified or amended by written agreement executed by both parties. MWVHA may modify its HMIS policies, procedures, and requirements at any time. MWVHA will provide 30 days written notice to the Participating Agency prior to requiring adherence to revisions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their authorized representatives as of the dates set forth below.

ORS 190 Entity, Mid-Willamette Valley  
Homeless Alliance, an Oregon  
intergovernmental agency

By: *Cathy Clark*  
Cathy Clark, President

Date: December 11, 2020

Participating Agency:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

Date: \_\_\_\_\_  
Printed Name/Title

Oregon Housing and Community Services  
HMIS Lead Agency

By: *Hunter Belgard*  
Hunter Belgard, HMIS Administrator

Date: December 15, 2020

## 11. Document Revision History

Date	Description
12/10/20	Approved by ORS 190 Entity Board of Directors