

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE

OR-504 Data Quality Management Plan December 2022

The HMIS Users Workgroup is responsible for reviewing and advising on the content of the HMIS Data Quality Plan and serves as the primary venue to identify barriers to implementation of the CoC Data Quality Plan and ensure agencies and individual users have what they need to be timely, complete, and accurate in their use of HMIS, and to review and make recommendations on HMIS policies and protocols to the HMIS Lead, HMIS Coordination Entity, HMIS System Administrator, and CoC Board.

Participating Agencies are required to designate an HMIS Agency Administrator who is trained on the how to run and review program level reports (including data quality). The Agency Administrator has the highest level of HMIS access at their agency. The Agency Administrator is responsible for ensuring the MWVHA data quality standards are fully met for their agency. The HMIS Coordination Entity, HMIS System Administrators (primary and additional), and Agency Administrators work together to provide accurate data for reporting.

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Data Quality

Participating Agencies are required to enter HMIS data in a timely, complete, and accurate manner. This policy outlines the procedures for adherence to the MWVHA HMIS Data Quality standards, including the following elements: Timeliness, Completeness, Accuracy, and Monitoring.

Timeliness

End Users of any Participating Agency must record individual client and household data within three business days from initial intake, exit, service provision, or any other client interaction which necessitates any form of data entry into HMIS. The Program Entry Date must be the date of the initial intake and not the HMIS data entry date.

Completeness

A current HUD standard of completeness rate, typically 95%, for all MWVHA HMIS participating organizations and HUD funded homeless projects is established and expected. To ensure that MWVHA HMIS can accurately describe the clients and services provided to clients who are accessing services, a complete and accurate client record is critical for program level reporting, for the use of data in any community level reporting, as well as for HUD required processes such as NOFA and LSA.

“Client doesn’t know/Client refused” are counted in the Completeness Rate. Therefore, “Client doesn’t know/Client refused” must not exceed 10% for any value (e.g., date of birth) in any project.

Accuracy

HMIS agency administrators are responsible for monitoring the data entry accuracy at their agency level.

HMIS System Administrator is responsible for monitoring accuracy across the CoC and coordinating technical assistance, recommendations, and training to resolve issues.

Monitoring

The HMIS System Administrator is responsible for producing quarterly CoC-wide reports that measure data quality for the previous quarter. This report focuses on the past month's total active clients, as well as the data quality for those clients.

Agency Administrators are expected to review and make corrections to the data as needed. Final quarterly data quality reports are shared with the HMIS Users Workgroup for review.

Data Use and Disclosure

All end users will follow the HUD HMIS Technical Standards to guide the use of client information stored in HMIS.

Client data (Personally Identifiable Information, PII) may be used or disclosed, but only for system administration, technical support, program compliance, analytical use, and other purposes as required by law.

- Uses involve sharing parts of client information with persons within any Participating Agency.
- Disclosures involve sharing parts of client information with persons or organizations outside the Participating Agencies. However, the entity that receives PII data may only display data in aggregate.

Participating Agencies may use data contained in the system to support the delivery of services to homeless clients across the MWVHA region. Agencies may use or disclose client information internally for administrative functions, technical support, and management purposes.

Participating Agencies may also use client information for internal analysis, such as analyzing client outcomes to evaluate program.

The vendor (WellSky) and any authorized subcontractor shall not use or disclose data stored in HMIS without expressed written permission to enforce information security protocols. If granted permission, the data will only be used in the context of interpreting data for system troubleshooting purposes.

Release of Information

Participating Agencies must obtain written informed consent, signed prior to sharing any client personal identifiable information with participating agencies. Services will not be denied if a client chooses not to provide written consent to share personal identifiable information. As such, personal identifiable information collected about the client will be protected.

Client must sign the MWVHA Release of Information Form (Appendix C) authorizing agencies to share personal information with Participating Agencies within the continuum. This form provides the client an opportunity to decline the sharing of personal identifiable information.

All HMIS stakeholders will follow the HUD HMIS Technical Standards to guide the data release of client information stored in HMIS.

- Data release refers to the dissemination of aggregate or anonymous client-level data for the purposes of system administration, technical support, program compliance, and analytical use.
- No identifiable client data will be released to any person, agency, or organization for any purpose without written permission from the client.
- Aggregate data may be released by the CoC without agency permission.

Data Collection Requirements

Participating Agencies will collect and verify the minimum set of data elements for all clients served by their programs within the timeframe outlined in this plan.

Universal Data Elements

During client intake, end users must collect all the universal data elements set forth in the HMIS Data Standards Manual. The universal data elements include:

Universal Identifier Elements <i>(One and Only One per Client Record)</i>	Universal Project Stay Elements <i>(1 or More Value(s) Per Client or Household Project Stay)</i>
<ul style="list-style-type: none">• Name• Social Security Number• Date of Birth• Race• Ethnicity• Gender• Veteran Status	<ul style="list-style-type: none">• Disabling Condition• Project Start Date• Project Exit Date• Destination• Relationship to Head of Household• Client Location• Housing Move-In Date• Prior Living Situation

End Users required by funder (such as ESG, OHCS or CoC) must also collect all the program-specific data elements at program entry and exit set forth in the HMIS Data Standards Manual.

Comprehensive and Standardized Assessment Tool – VI-SPDAT

The CoC's established Coordinated Entry process must be used to prioritize homeless persons for referral to housing and services within the CoC and its local/regional areas. To that end, an evidence-based assessment tool must be used as part of initial client intake into CE. The CoC's HMIS (ServicePoint) client entry/exit process currently includes electronic versions of the VI-SPDAT.

Program Entry and Exit Dates

End Users of any Participating Agency must record individual client and household data, including the Program Entry Date, into HMIS *within three business days*. The Program Entry Date must be the date of the initial intake and not the HMIS data entry date.

End Users of any Participating Agency must record the Program Exit Date of a client into HMIS no later than three (3) business days after exiting the program or receiving their last service.

For returning clients, End User must record a new Program Entry Date and corresponding Program Exit Date.

Coordinated Entry Requirements

All homeless individuals and families must be entered into the Coordinated Entry project (Marion/Polk Coordinated Entry) with the entry date of their initial intake and must include all HUD required data *within three business days*.

All homeless individuals and families are to remain open in the Coordinated Entry project until they are housed, and the housing move-in date is entered into their record. This ensures that they remain on the waiting list for other available assistance.

The CoC holds an ideal to ensure actively homeless individuals and families have access to services. It is best practice for individuals and families without HMIS activity for the previous 365 days to be exited from Coordinated Entry.

Street Outreach Requirements

All homeless individuals and families contacted by Street Outreach must be entered into the corresponding Street Outreach project in HMIS with the entry date *within three business days* from the time identifying information (name at a minimum) is provided.

All homeless individuals and families must be exited from Street Outreach *within three business days*, of the following:

- Permanent Housing Destination
 - Client housed, with or without subsidy.
 - Client living with family permanently.
- Client deceased
- Any other reason the client is no longer eligible or in need of housing in the Marion/Polk region for the foreseeable future.

Interim Update

Changes in Disabling Conditions, Income, Benefits, and Health Insurance

End Users of any Participating Agency must record certain updates (Interim Review in ServicePoint) since the initial intake entry to ensure client history and progress is captured. Updates are required to be made *within three business days* of any changes in the following:

- Disabling conditions.
- Earned income.
- Non-cash benefits.
- Health insurance.

All interim updates to client data must capture actual dates of those changes as a *new* data entry, leaving all historical data intact.

To make a change, users must enter an end date for the historical data and open a new entry with the new date. Historical data should not be altered, without the approval of the System Administrator.

Housing Move-In Date

All Permanent Housing (PH) programs must *immediately* record the housing move-in date in HMIS, to capture that critical information for HUD reporting. This must be completed even if the client remains in the program.

Training Requirements

The HMIS System Administrator (OHCS) will coordinate training for system users. OHCS may contract with the other entities that are qualified to provide the appropriate training.

Different levels of training are required for level of access and roles such as System Administrators and End Users. Training will occur on a regular basis. See Appendix D for the Alliance HMIS Training Plan.

The schedule of training opportunities will be published on the MWWHA website and in the HMIS Training Site notifications.

All new End Users will be provided with a copy of the CoC's HMIS Data Quality Management Plan and be required to sign the CoC's HMIS User Agreement.

Course	Details
New User Training	Users learn the basic skills and concepts needed to complete the client intake and program entry/exit procedure. Experienced users are also welcome.
Refresher Training/Office Hours	Active users review changes to procedures and discuss any issues they may have with navigating through the system or the data collection process.
SAPBO Reports Training	Users are given an overview of the various reporting options available, with time for demonstration and Q&A.
Visibility Training for Agency Administrators	Agency Administrators get a refresher on ROI requirements and learn how to lock data access at the client data level when needed.

Glossary

Agency HMIS Administrator – Each Participating Agency must designate their own HMIS Administrator to serve as the point person for communications between their agency and the Alliance and the System Administrator, and for Agency adherence to the Participation Agreement

End User – end users are the people collecting, entering, and using data in the HMIS. Specific roles and responsibilities include:

- Follow, comply with, and enforce their signed Alliance HMIS Users Agreement (Appendix B).
- Safeguard client privacy through compliance with confidentiality/privacy policies.
- Conduct data collection as specified by training and other documentation.

HMIS Coordination Entity – The Alliance may delegate day-to-day operations to an HMIS Coordination Entity, which provides general education, onboarding orientation, and technical assistance for to Agency Administrators and End Users regarding HMIS operations. Mid-Willamette Valley Community Action Agency is the HMIS Coordination Entity for the Alliance.

HMIS Lead – The HMIS Lead is the eligible applicant designated by the CoC, in accordance with the [CoC Program Interim Rule](#), to manage the CoC’s HMIS.

HMIS System Administrator (Primary): Entity who manages the technical aspects of the day-to-day operations of the HMIS. Works directly with the end users and the HMIS software vendor to ensure authorized access to client information, accessibility of the HMIS software, software performance, correct set-up and monitoring of the system security, and adherence to CoC privacy policies within the software. OHCS is the HMIS Primary System Administrator for the Alliance.

HMIS System Administrator (Additional): Individuals who work for the HMIS Coordination Entity to support the technical aspects of the day-to-day operations of the HMIS. Works directly with the end users to facilitate authorized access to the system, help end users develop knowledge of and maintain adherence to CoC policies and HUD HMIS Data Standards, and provide trouble-shooting assistance, as needed.

MWVHA – Mid-Willamette Valley Homeless Alliance, also known as the “Alliance” or the Continuum of Care (CoC) OR-504

OHCS – Oregon Housing and Community Services

Participating Agency – Any organization (including its employees, volunteers, affiliates, contractors, and associates) which participates in the HMIS by recording, using, or processing Protected Personal Information (PPI) on their clients. Participating Agencies must sign an Alliance HMIS Participation Agreement (Appendix A). Each participating agency is responsible for ensuring they meet the privacy and security requirements detailed in the HUD HMIS Data and Technical Standards.

Protected Personal Information (PPI) – Any information maintained by or for a community organization, or participating agency, about a living homeless client or homeless individual that: 1) identifies, either directly or indirectly, a specific individual; 2) can be manipulated by a reasonably foreseeable method to identify a specific individual; or 3) can be linked with other available information to identify a specific individual.

Release of Information (ROI) – Each client is presented with a form (Appendix C) to allow the release of personal information to assist in securing services. They may approve or deny release of information via this form.

Appendices

- A. MWVHA HMIS Participating Agency Agreement
- B. MWVHA HMIS End User Agreement
- C. MWVHA HMIS, Coordinated Entry, and Case Conferencing Authorization for Disclosure of Confidential Information (Universal ROI) Form
- D. MWVHA HMIS Training Plan

APPENDIX A

HMIS Participating Agency Agreement

Mid-Willamette Valley Homeless Alliance

HMIS Agency Participation Agreement

1. Purpose

The Mid-Willamette Valley Homeless Alliance (MWWHA) 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 needs, 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 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 MWWHA policies and procedures pertaining to the 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 years 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 in 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 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. The 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 the Universal Release of Information (ROI) form.
- 5.1.2. Monitor frequency and quality of data entry.
- 5.1.3. 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.
- 5.1.4. Provide training on the MWVHA HMIS Policy & Procedures.
- 5.1.5. 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. System Administrator shall

- 5.2.1. Provide User licenses, in accordance with this Agreement.
- 5.2.2. Provide training or training materials to Agency Administrators and provide written or video training materials to all HMIS Users.
- 5.2.3. 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.

5.3. Participating Agency shall

- 5.3.1. 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.
- 5.3.2. Ensure that their Agency Administrator monitors HMIS data quality and that data is corrected, based on data quality reports.
- 5.3.3. 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.
- 5.3.4. Not purposefully enter inaccurate information or override accurate information entered by its own Agency or another Agency.
- 5.3.5. Not use HMIS with intent to defraud federal, state, or local governments, individuals or entities, or to conduct any illegal activity.
- 5.3.6. Ensure Users submit support requests to their Agency Administrator.
- 5.3.7. Not allow their Agency Administrator or Users, under any circumstances, to submit requests directly to the software vendor.
- 5.3.8. Notify MWVHA when new Users need to be trained and assigned a license.
- 5.3.9. 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 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

Participating Agency:

By: _____
Jeremy Gordon, President

By: _____
Authorized Signature

Date: December 8, 2022

Printed Name/Title

Date: _____

Oregon Housing and Community Services
HMIS System Administrator

By: *Hunter Belgard*
Hunter Belgard, HMIS System Administrator

Date: December 8, 2022

APPENDIX B

HMIS End User Agreement

Mid-Willamette Valley Homeless Alliance (OR-504)

HMIS (Community Services™) User Agreement

User's Full Name:

Agency Name:

Work Email:

Work Phone #

(direct line – if applicable):

Statement of Confidentiality

Employees, volunteers, and any other persons with access to HMIS are subject to certain requirements regarding use of Community Services software. Community Services contains personal and private information on individuals and all such information must be treated carefully and professionally by all who access it.

Requirements for Use of Community Services:

- The User shall be provided information on all data standards, policies, and procedures; user must comply with all data standards and policies and procedures.
- Community Services User Identification and Password must be kept secure and are not to be shared.
- Information obtained from Community Services is to remain confidential, even if the User's relationship with MWVHA Continuum of Care changes or concludes for any reason.
- The User's agency must post and inform clients of the privacy notice describing the HMIS policies and practices for the processing of Private Personal Information (PPI). The User must offer to explain any information that the client does not understand and must provide a copy of the privacy policies to any individual upon request.
- Informed client or guardian consent, as documented by a Release of Information form, is required for any data-sharing outside of participating MWVHA Community Services agencies.
- Only general, non-confidential information is to be entered in the "other notes/comments" section of the Client Profile on Community Services. Confidential information, including TB diagnosis, HIV diagnosis or treatment information, domestic violence, and mental and/or physical health information, is not permitted to be entered in this section.
- The User shall access only the client records pertaining to User's assigned work duties.
- Only individuals that exist as clients under the agency's jurisdiction may be entered into Community Services.
- Misrepresentation of the client base by entering known, inaccurate information is prohibited.
- Client records are not to be deleted from Community Services; contact MWVHA Administrators for appropriate action.
- Discriminatory comments based on race, color, religion, national origin, ancestry, familial status, disability, source of income, age, gender, or sexual orientation are not permitted in Community Services. Profanity and offensive language are not permitted in Community Services.
- Community Services is to be used for business purposes only.

- Transmission of material in violation of any United States or State of Oregon regulation or law is prohibited and includes material that is copyrighted, legally judged to be threatening or obscene, or considered protected by trade secret. Community Services will not be used to defraud the Federal, State, or local government or an individual entity or to conduct any illegal activity.
- Any unauthorized use, access, or modification to Community Services' computer system information or interference with normal system operations will result in immediate suspension of User access to Community Services.
- Community Services shall only be accessed from the agency's network, desktops, laptops, or mini-computers or through secure web-based access. In special circumstances access from other locations may be permitted after application and approval by the agency, the MWVHA Community Service Administrator, and the HMIS System Administrator.
- The User is expected to physically enter the password each time he/she/they logs on to the system. DO NOT save passwords in auto-complete settings.
- A User account license may be deleted after 90 days of inactivity and reissued to another User at any MWVHA participating agency.
- Should the User download client identifiable information in any format, he/she/they will securely store and/or dispose of all electronic and hard copy in a manner to protect the client's personal information. At a minimum this will require the use of strong password protection, preferably including encryption.
- This agreement will be superseded by any additional or alternative agreements presented by HMIS System Administrators.

Failure to comply with the provisions of this User Agreement may result in the termination of the User License or agency participation. There is no expiration date of this agreement.

My signature below indicates my agreement to comply with the *Statement of Confidentiality and Requirements for Use of Community Services*, as written above.

_____	_____
User's Signature	Witness's Signature
_____	_____
User's Printed Name	Witness's Printed Name
_____	_____
User's Title and Agency	Witness's Title and Agency
_____	_____
Date	Date

The user's HMIS Agency Administrator must send a copy of this form to the CoC's HMIS Coordinating Entity:

Tim Weese
 MWVCAA/ARCHES Project
 615 Commercial St. NE
 Salem, OR 97301

The agency must keep a copy of this form on file. Forms for individuals no longer employed by the agency should be kept on file for seven years following the date of termination.

HMIS System Administrators may, at any time, monitor compliance with this agreement.

Mid-Willamette Valley Homeless Alliance Continuum of Care HMIS Coordinating Entity
 MWVCAA/ARCHES Project, 615 Commercial St. NE, Salem, OR 97301
 503-399-9080 x 4001 (Desk) | 503-399-9118 (Fax) | tim.weese@mwvcaa.org

APPENDIX C

MWVHA HMIS, Coordinated Entry, and Case Conferencing Authorization for
Disclosure of Confidential Information (ROI) Form

Mid-Willamette Valley Homeless Alliance
Homeless Management Information System, Coordinated Entry, and Case Conferencing
Authorization for Disclosure of Confidential Information

Client Name: _____ **Date of Birth:** ____/____/____

The person named above is Head of Household

IF HEAD OF HOUSHOLD, List Other Household Members Names	Dates of Birth

The purpose of the Mid-Willamette Valley Homeless Alliance (MWWHA) is to develop an evidence-based system of services, including stable housing, designed to meet the unique and complex needs of adults, youth, children, and families in Marion and Polk counties who are at risk of or are experiencing homelessness. The MWWHA serves as the Continuum of Care (CoC) for the Marion-Polk region and includes a network of agencies formed to support this purpose. For a list of the MWWHA data-sharing organizations, please refer to the [MWWHA Website](#). The three areas your data will be used for:

1. **Homeless Management Information System (HMIS):** HMIS is a computer data system that collects and stores information on individuals and families using services¹. The data is used to describe the number and characteristics of program clients. This includes the type of service given and how often services are used. HMIS data is used to assess local service needs and to assist our community to make informed decisions about the most effective service delivery models. Organizations using HMIS are required by law to maintain the privacy of your personal identifying information.
2. **Coordinated Entry:** Coordinated Entry provides a process for those in need to easily access assistance, no matter where or how people present. This system assists our community in prioritizing assistance based on client vulnerability and severity of need for services, to ensure those who need assistance the most can receive it in a timely manner.
3. **Case Conferencing:** Case conferencing means communication between service providers as part of the Coordinated Entry process to ensure that a client gets appropriate and timely assistance in obtaining housing and other navigation support.

¹ HMIS is not used by Domestic Violence service/resource organizations.

Antidiscrimination Policy: It is the policy of the CoC to eliminate discrimination based on race, ethnicity, religion, color, sex, marital status, familial status, national origin, age, creed, mental or physical disability, sexual orientation, gender identity, and source of income. All CoC members and CoC-funded providers are required to adhere to antidiscrimination policies, including not denying admission to or separating any family members from other members of their family or caregivers based on any protected classes under the Fair Housing Act, and consistent with 24 CFR 5.105(a)(2)—Equal Access to HUD-Assisted or HUD-Insured Housing.

By signing this form, I agree to allow the Mid-Willamette Valley Homeless Alliance (MWWHA) to obtain and use the necessary information from participating agencies for the purpose of helping me and any other household members listed on this form to obtain housing. Information may include HMIS Client Profile [name, Social Security Number, and Veteran status] and demographics [date of birth, gender, race, and ethnicity].

I further authorize information-sharing between MWWHA agencies for the purpose of Case Conferencing, unless declined by my initials here. Initial to decline case conferencing: _____

This authorization becomes effective on the date signed and will expire in 24 months, unless I indicate otherwise, here: Specific expiration date: _____

I may inspect or copy any information used and/or disclosed under this authorization.

My signature below indicates I APPROVE this authorization and understand its meaning.

_____	_____	_____
<i>Signature of Client or Legal Guardian</i>	<i>Date</i>	<i>Signature of Witness</i>
Printed Name of Legal Guardian:		Printed Name of Witness:
_____		_____

See next page to decline or revoke authorization.

I understand that I may decline to sign this authorization, and that my refusal will not affect my ability to obtain treatment, payment, or my eligibility for benefits.

If I decline, I understand that my personal information that will be entered into HMIS will only be viewed by the administrators of HMIS and the following single agency:

Agency

My signature here indicates I **DECLINE this authorization: _____ Date:_____**

Name: _____

I understand that I may revoke this authorization at any time except to the extent that action has already been taken in reliance on it. Revocation of this authorization is effective upon receipt by any MWWHA organization of my written notice of revocation.

My signature here indicates I **REVOKE this authorization: _____ Date:_____**

STAFF: Within three business days, update client profile in ServicePoint and attach this form.

**Directions for Staff on how to Use the Mid-Willamette Valley Homeless Alliance
Homeless Management Information System, Coordinated Entry, and Case Conferencing
Authorization for Disclosure of Confidential Information (ROI) Form**

A. General Instructions

- Explain the purpose of the Homeless Alliance and that there is a network of agencies working together to support their housing stability.
- Explain that their information will be put into a database shared by these agencies.
- Explain the three purposes for the authorization for release of information (ROI) listed on the first page. Explain that individual service providers may ask them to complete additional forms, including an ROI specific to that organization.
- Verbally review the Antidiscrimination Policy on page 1.
- Explain what signing the form means (top of page 2).
- Be prepared to explain at length the meaning or purpose of any section.

B. Working with a household that includes more than one adult:

- Determine who is “head of household”

C. Working with a minor:

- If individual is 14 or older OR if they are unaccompanied, they may sign for themselves.
- If under the age of 14, the parent is responsible to sign.

D. Working with Veterans:

- An additional VA release of information form (ROI) should be filled out for any client that identifies as a US Veteran – not just the head of household. Fax the completed VA ROI to 360-737-1424.

E. Within three business days, update client profile in ServicePoint (Community Services) and attach this form.

APPENDIX D

MWVHA HMIS Training Plan

HMIS Training Plan

All HMIS users are required to attend at least one training session per year. Additional training sessions may be required when new features, policies, or protocols are implemented. The CoC's HMIS Training Plan includes the following standard training sessions:

1. New User Training

- a. Can happen anytime. Located on the MWVHA web-site. User walks through an instruction/activity form to complete the following.
- b. Read these documents:
 - i. Data Quality Management Plan
 - ii. HUD 2024 HMIS Data Standards
 - iii. HUD Technical Standards
 - iv. Local ROI
 - v. CoC policies
- c. Watch a video (of a standard data entry flow).
- d. Take a test. Log into the Training Site. Create a client and enter them into a program. Send the Client ID.
- e. When completed, the user will get a username and login.

New User Training - 1st Wednesdays, 8:30am-10am

Join on your computer or mobile app: [Click here to join the meeting](#)

Or call in (audio only) +1 503-446-4951,,251025274# United States, Portland

Phone Conference ID: 251 025 274#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

2. Refreshers/Data Workflow Training

- a. Held on the same day of the month, each month.
- b. Open forum, with posted themes.
- c. Themes scheduled 4-6 months in advance, with at least half the time being open.
 - i. October –
 - ii. November –
 - iii. December –
 - iv. January –
 - v. February –

Data Workflow Training - 2nd Wednesdays, 8:30am-10am

Join on your computer or mobile app: [Click here to join the meeting](#)

Or call in (audio only) +1 503-446-4951,,435739190# United States, Portland

Phone Conference ID: 435 739 190#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

3. SAPBO Reports Training

- a. Optional; offered quarterly.
- b. Open to all in the Quad Squad.
- c. You must sign up. If no one signs up, it is canceled.

4. Visibility Training for Agency Administrators

- a. Optional; offered quarterly. (May be done with a video posted to the website.)
- b. Open to all in the Quad Squad.
- c. You must sign up. If no one signs up, it is canceled.

HIMS technical assistance is available by contacting the HMIS System Administrator or the CoC's HMIS Coordination Entity.

HMIS System Administrator

Hunter Belgard, OHCS

CoC's HMIS Coordination Entity

Mid-Willamette Valley Community Action Agency