Mid-Willamette Valley Homeless Alliance HMIS Agency Participation Agreement

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 WellSky Community Services (HMIS Software) which is developed, trademarked, and copyrighted by WellSky. WellSky Community Services (HMIS Software) 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. **Agency Administrator:** A staff member designated by each Participating Agency to serve as the primary liaison with the HMIS Lead. Responsibilities include managing user accounts, ensuring training compliance, and monitoring internal data quality and security to maintain a secure environment.

2.2. **Client**: Any individual or household receiving services, assistance, or referrals from a Participating or Partner Agency whose information is recorded in the HMIS for the purpose of service coordination, reporting, or performance measurement.

2.3. **HMIS Lead:** MWVHA, an organization designated by the Continuum of Care (CoC) to operate and manage the HMIS in compliance with HUD standards. The HMIS Lead is responsible for system administration, security, data quality oversight, user account management, and coordination of training and support for participating agencies.

2.4. **HMIS User:** An individual authorized by a Participating Agency to access and use the HMIS for legitimate business purposes. HMIS Users are responsible for entering, managing, and safeguarding client information in compliance with MWVHA's HMIS Policies & Procedures, Privacy and Security Plan, and all

applicable data standards. Each User must complete required HMIS training and sign the MWVHA HMIS User Agreement prior to system access.

2.5. **HMIS Users Workgroup:** A CoC workgroup comprised of agency representatives and HMIS users, tasked with supporting data quality, reviewing policies, identifying barriers, and making recommendations to the HMIS Lead and CoC Board.

2.6. **Participating Agency:** Any organization or project required to enter data into HMIS as a condition of CoC, ESG, or state funding. This includes all CoC- and ESG-funded recipients/subrecipients, as well as other agencies that voluntarily participate.

2.7. **Partner Agency:** An organization that voluntarily use HMIS to support client service coordination or data-sharing efforts in collaboration with the MWVHA Continuum of Care,

2.8. **System Administrator:** Oregon Housing and Community Services (OHCS), the organization responsible for system configuration, license management, user account provisioning, coordination with the HMIS software vendor and ensuring the system's security, performance, and compliance with HUD data standards.

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 establishing 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. All Participating Agencies must use MWVHA's approved Universal Release of Information (ROI) and adhere to the MWVHA Privacy and Security Plan (Section 5 of the HMIS Policies and Procedures).

3.2.2. Participating Agencies must maintain signed ROIs in accordance with retention requirements in MWVHA's Privacy and Security Plan.

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 maintain internal controls that ensure the security and confidentiality of client information in compliance with MWVHA's HMIS Policies & Procedures, Privacy and Security Plan, and the HUD HMIS Data Standards.
3.4.2. The Participating Agency shall provide HMIS workstation(s) that meet the minimum security standards established in the MWVHA Security Matrix, including but not limited to:
- 3.4.2.1. Use of hardware or software firewall and current anti-virus protection;
- 3.4.2.2. Password-protected user accounts that automatically lock after a short period of inactivity;
- 3.4.2.3. Screen positioning that prevents visibility by unauthorized individuals;
- 3.4.2.4. Screen positioning that prevents visibility by unauthorized individuals;
- 3.4.2.5. Implementation of multi-factor authentication (MFA) when available.

3.4.3. The Participating Agency must ensure that all staff with HMIS access comply with the confidentiality and data security requirements in this Agreement and MWVHA's HMIS Policies & Procedures. The Participating Agency is responsible for monitoring internal compliance.
3.4.4. The Participating Agency must ensure that all Users complete required MWVHA privacy, security, and HMIS training prior to activation of their User License. MWVHA provides training for Agency Administrators, who are responsible for training and oversight of their internal Users.
3.4.5. The Participating Agency must notify the MWVHA HMIS Lead within two (2) business days when any User separates from the Agency or no longer requires system access. The MWVHA HMIS Lead will coordinate with the System Administrator to deactivate the User's license.
3.4.6. Client data are encrypted at the server level using industry-standard encryption. The Participating Agency is responsible for ensuring the confidentiality, security, and privacy of any information downloaded, exported, or stored locally, including on portable devices.
3.4.7. The Participating Agency shall record all Client-imposed data-sharing restrictions in HMIS and notify the MWVHA HMIS Lead to ensure visibility settings accurately reflect the Client's wishes.

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3.4.8. The Participating Agency acknowledges that it may not rely solely on HMIS technological protections to ensure Client confidentiality and must implement agency-level procedures consistent with MWVHA's Privacy and Security Plan.

4. Custody of Data

4.1. All HMIS data are stored on servers managed by WellSky, under contract with OHCS as System Administrator: MWVHA retains governance and oversight authority as HMIS Lead.

4.2. Participating Agencies retain ownership of data they directly enter, subject to MWVHA's rights to use de-identified aggregate data for performance evaluation, HUD reporting and compliance monitoring.

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 (HMIS Lead) shall:

5.1.1. Oversee HMIS governance, training, compliance, and user support in alignment with the MWVHA HMIS Policies & Procedures.

5.1.2. Coordinate with the System Administrator (OHCS) on system configuration, license management, and vendor communications.

5.1.3. Provide User licenses in accordance with this Agreement and maintain a current list of authorized Users.

5.1.4. Provide and maintain the MWVHA-approved Universal Release of Information (ROI) form and Privacy Notice.

5.1.5. Provide training and technical materials for Agency Administrators and HMIS Users, including privacy, security, and data quality standards.

5.1.6. Monitor data quality, timeliness, and completeness across all Participating Agencies and provide feedback or required corrections.

5.1.7. Notify the Agency Administrator and/or Executive Director if any policy or security violations are identified and work collaboratively to resolve issues.

5.1.8. Provide basic user support and troubleshooting for HMIS functionality, report generation, and data quality issues.

5.1.9. Conduct periodic monitoring reviews and compliance checks to ensure alignment with the MWVHA HMIS Policies & Procedures and HUD data standards.

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5.2. System Administrator (OHCS) shall:

5.2.1. Manage the technical operation, configuration, and maintenance of the WellSky Community Services software platform.

5.2.2. Administer user licenses, permissions, and access levels based on MWVHA authorization.

5.2.3. Maintain data security, server performance, and system availability in compliance with HUD and OHCS requirements.

5.2.4. Coordinate system updates, vendor tickets, and technical escalations with WellSky.

5.2.5. Provide MWVHA with reports on user activity, license utilization, and data integrity as requested.

5.3. Participating Agency shall:

5.3.1. Designate an Agency Administrator who demonstrates HMIS and programmatic proficiency prior to being granted access and serves as the primary point of contact for all HMIS matters.

5.3.2. Designate an Agency Administrator to serve on and actively participate in the HMIS Users Workgroup, including attending meetings and disseminating relevant HMIS updates within the Agency.

5.3.3. Ensure the Agency Administrator monitors data quality and implements corrections as identified in MWVHA data quality reports.

5.3.4. Ensure all Users complete required HMIS training and maintain annual training compliance.

5.3.5. Ensure all data are entered accurately and within required timelines as defined in the MWVHA Data Quality Plan (generally within 72 hours of a client's entry, review, or exit).

5.3.6. Prohibit Users from entering false, misleading, or discriminatory information in HMIS and ensure that no information is overridden without cause.

5.3.7. Ensure Users submit all support or troubleshooting requests to their Agency Administrator; the Agency Administrator may escalate unresolved issues to MWVHA.

5.3.8. Not contact the HMIS software vendor directly under any circumstances.

5.3.9. Notify MWVHA when new Users require training and access or when existing Users no longer require access.

5.3.10. Acknowledge that HMIS User licenses inactive for 90 days will be deactivated; the Agency may request reinstatement after completing training verification.

5.3.11. Maintain internal privacy, security, and confidentiality practices consistent with MWVHA's HMIS Policies & Procedures.

5.3.12. Notify MWVHA in writing within ten (10) business days of any changes to the Agency's federal, state, local, or private funding sources that may affect HMIS project setup, reporting requirements, or applicable data standards.

6. Standard Operating Procedures

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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.

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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.

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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 WellSky Community Services (HMIS Software) 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;

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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.
6.7.5. MWVHA reserves the right to conduct periodic data quality audits and monitoring reviews as described in Section 10: Monitoring and Compliance of the HMIS Policies and Procedures.

6.8. HMIS Document Revision

6.8.1. MWVHA will coordinate the compilation and revisions of all HMIS documents.
6.8.2. All proposed changes to HMIS documents will be reviewed through the HMIS Users Workgroup and adopted by the MWVHA Board of Directors. Approved documents will be posted to 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.

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

By:_____
Jeremy Gordon, President

Date: _____

Participating Agency:

_____

By:_____
Authorized Signature

_____
Printed Name/Title

Date: _____

Oregon Housing and Community Services
HMIS System Administrator

By:_____
Angela Mullins, HMIS System Administrator

Date: _____

11. Document Revision History

Date	Description
12/09/2025	Revised multiple provisions to align with HMIS Policy and Procedures and update signatory lines. Approved by HMIS Users Workgroup xx/xx and Board of Directors xx/xx.
10/21/2023	Revised role of System Administrator based on change in HMIS Lead; Approved by ORS 190 Entity, Mid-Willamette Valley Homeless Alliance Board of Directors
12/10/20	Approved by ORS 190 Entity, Mid-Willamette Valley Homeless Alliance Board of Directors

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