

April 3, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Data Sharing Agreement with Metro for the Supportive Housing Services Program. No fiscal impact. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues, February 25, 2025 Presented to the Metro Council at a work session on February 27, 2025		
<b>Performance Clackamas</b>	This item helps provide program transparency and build public trust.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	NA
<b>Contact Person</b>	Shannon Callahan	<b>Contact Phone</b>	(971)480-0189

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a data-sharing agreement with Metro as a supporting document to the Supportive Housing Services (SHS) Intergovernmental Agreement. The data sharing agreement details terms of data reporting and use of the data. The agreement has no fiscal impact.

In collaboration with Metro, the three counties have been working on this data-sharing agreement since the approval of the SHS IGA. The data-sharing agreement outlines how the Counties will provide Metro with participant-level disaggregated data for SHS-funded programs, including, but not limited to, permanent supportive housing, rapid rehousing, shelter, and eviction prevention. The data provided will support Metro’s data validation, analysis, and evaluation.

While Clackamas County has been providing detailed data reports on an annual and quarterly basis containing robust population and program data, this new agreement will ensure alignment of reporting for all jurisdictions moving forward. Although most terms were negotiated some time ago, additional time was needed to craft the exact language for the agreement regarding the provision for Data Validation. It was essential for the Counties to have a reasonable opportunity to review any data that Metro intended to release publicly. This would ensure Metro correctly interpreted and analyzed the counties’ data before public release. With this language agreed upon, this agreement was finally ready for finalization by all jurisdictions.

County staff provided the Board with an update on the agreement’s progress at the Issues meeting on February 25, 2025. At that meeting, Staff informed the Board that the agreement would come back to them for final approval after the Metro Council approved it. Metro Council discussed and approved the agreement on February 27, 2025, so it is now being presented to the Board for final execution.

This agreement details data reporting to Metro for the SHS program to supplement the SHS IGA. There is no fiscal impact, and no County General funds are involved.

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**RECOMMENDATION:** Staff respectfully recommend that the Board of County Commissioners approve the SHS data-sharing agreement with Metro and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*  
Mary Rumbaugh  
Director of Health Housing and Human Services

**ATTACHMENTS:** Metro SHS Data Sharing Agreement

**SUPPORTIVE HOUSING SERVICES  
DATA SHARING AGREEMENT**

This DATA SHARING AGREEMENT ("Agreement") is by and between Metro Regional Government, a municipal corporation of the state of Oregon ("Metro"); and Clackamas County, a political subdivision of the state of Oregon ("County"). Each party to the Agreement is a "Party" and they are collectively referred to as the "Parties". The effective date of the Agreement will be the date on which all Parties have signed the Agreement ("Effective Date").

**RECITALS**

WHEREAS, on May 19, 2020, voters within Metro's jurisdictional boundary (generally, the urbanized areas of Multnomah, Washington, and Clackamas counties) (the "Region") approved Ballot Measure 26-210 (the "Measure") which imposed business and personal income taxes within the Region (the "Income Taxes") to pay for homeless prevention, support services and rent assistance that stabilize people experiencing homelessness and housing instability, and certain related administrative costs ("Supportive Housing Services," or "SHS"), as further described in the "Supportive Housing Services Work Plan" at Section 4, which was adopted by the Metro Council by Resolution 20-5148 on December 17, 2020 (the "SHS Work Plan"); and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires each of Multnomah, Washington, and Clackamas counties' (collectively referred to as the "Counties") respective Continuum of Care (CoC) to use an implementation of HUD's Homeless Management Information System (HMIS) to collect and store data regarding services provided to individuals in their CoC who are homeless and to identify the need for and use of different services by those individuals and their families; and

WHEREAS, the Counties each agreed in their respective Supportive Housing Services Intergovernmental Agreement, dated on or about February 7, 2022 (each, a "SHS IGA"), at Section 6.3.2 to enter into a data sharing agreement to provide Metro, and the oversight groups described in the SHS IGA at Section 8, with access to disaggregated, deidentified data, or as otherwise agreed to between the Parties, that allows for meaningful review of whether the Parties are achieving progress towards measurable goals, and to further aid in certain research, planning, and SHS program evaluation; and

WHEREAS, the Parties desire to specify in more detail how Clackamas County will provide the agreed upon SHS Data set as outlined in the Data Sharing Template attached as **Attachment 1**, including SHS funded programs for SHS reporting and evaluation. The data set will be used to ensure that all programs are meeting regional goals, strategies and outcomes, and aid in research, planning and program evaluation.

NOW THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

**AGREEMENT**

**1. Definitions.**

a. "Authorized Use" is use of SHS Data that is otherwise consistent with the terms of the Agreement, particularly at **Section 3(a)** and **Schedule A**, and the CoC's Governance and Structure.

b. "Authorized User(s)" means one or more Party agents who have been granted access in writing to SHS Data by a Party.

c. "Breach" is the unauthorized acquisition, access, use, or disclosure of Protected Data that compromises the security or privacy of such information.

d. "Personally Identifiable Information" or "PII" shares the definition of "*Protected Personal Information*" in the 2004 HMIS Data and Technical Standards notice at Section 4.1.1.1, 69 FR 45887 (July 22, 2003), as clarified by 69 FR 61517 (July 30, 2004).

e. "Proceeding" means any actual, threatened, pending or completed dispute, investigation, or inquiry, whether civil, criminal, administrative or investigative, implicating a matter arising under or related to the Agreement.

f. "Protected Data" is information whose use, exchange, transmission, maintenance, and storage, is restricted under state or federal law, administrative rule, or policy. Protected Data includes, without limitation, SHS Data containing PII (unless otherwise provided for in **Schedule A**) and PHI.

g. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103 and applies to the original data and to any health data derived or extracted from the original data that has not been deidentified. PHI does not include information of an individual that has been deceased for more than 50 years.

h. "Public Records Law" means the Oregon Public Records Law, including ORS 192.311 to 192.431, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.170, and laws incorporated by reference.

i. "Record" means information prepared, owned, used, or retained by a Party, and pertaining to their respective operations and business related to the Agreement, that is inscribed on a tangible medium, commonly a document, or that is stored in an electronic or other medium and is retrievable in perceivable form. Record includes the Agreement and related documents, as well as SHS Data and Protected Data.

j. "SHS Data" means data from SHS programs funded by Income Taxes that is inputted into HMIS by a County or one of its providers, deidentified, and then provided by a County to Metro per the Agreement.

2. **Term and Termination.** The term of the Agreement shall begin on the Effective Date and continue until termination of the Parties' SHS IGA, at which point the Agreement also will terminate.

3. **CoC Governance and Structure.** The Parties acknowledge the value in enabling disclosure of SHS Data among the Parties and Counties. As consideration for and to enable access to such data, the Parties agree that any access to and use of SHS Data hereunder shall comply with the terms, policies and processes set forth in each CoC's required governance and structure documentation. The Parties agree that any revisions that affect access to and use of SHS Data must be approved in writing by the Parties.

a. **Use of Deidentified SHS Data.** Metro will not disclose and will prohibit any unauthorized third-parties from receiving access to SHS Data. Metro will not re-identify SHS Data or use such data for any purpose that is not an Authorized Use. Metro must follow all applicable HUD, federal, and State laws when obtaining and using the SHS Data. If Metro desires to use SHS Data in a manner that is not an Authorized Use, then Metro will seek and receive written approvals from all Counties.

b. **Program Specific SHS Reporting.** As described in **Schedule A**, Clackamas County agrees to disclose de-identified SHS Data from its respective CoC's HMIS implementation and to provide that deidentified SHS Data to Metro.

c. **Regional Outcome Metrics.** This Agreement is not intended to replace or alter the current data sets used by the Counties to generate SHS Quarterly and Annual Reports submitted to Metro under the County's SHS IGA. The purpose of this Agreement is to foster collaboration between Counties, Metro, and community experts to further refine and improve the metrics (e.g., metrics on Emergency Shelter, Outreach and engagement). Decisions and recommendations regarding any future new metrics will be based on accurate and timely SHS Data, ensuring that they reflect the region's system capacity, adhere to regional standards, and identify opportunities for growth.

d. **Future State.** The Counties agree to include Metro in any secondary data structure created, such as a data mart. Clackamas County will partner with Metro to establish appropriate data access for the fields in **Schedule A** in order for Metro to use the data to provide oversight and perform its planning and reporting functions. Metro will coordinate with the County's data and program experts prior to creating new views or reports out of secondary data structures.

e. **SHS Data and Protected Data.** The Parties acknowledge and agree that they do not plan to exchange Protected Data. In the event that Metro receives data from a Party that includes Protected Data it will promptly provide the Party that provided the data with written notification of the error and will promptly destroy the Protected Data received or, if retention of the data is required, limit its use of such Protected Data as permitted under the Agreement and relevant laws.

f. **Data Validation.** Prior to Metro's public release ("Release") of any new analysis using one or more SHS Data sets or analytical methodologies from SHS Data created by regionalizing data from one or more SHS Data sets (collectively, an "Analysis"), Metro agrees to provide the Counties with a copy of that Analysis and a reasonable opportunity prior to its Release to validate that the data used was correctly tabulated. The purpose of the data validation is to ensure the interpretations and findings reflected in the Analysis are based upon interpretations of the SHS Data set(s) that is/are objectively reasonable. Metro will aim to provide Counties with at least ten business days to validate each Analysis before and Analysis is Released, though two business days is a reasonable opportunity to review an Analysis in urgent and rare situations. Future Releases of an Analysis that has already been validated by the Counties does not require additional validation.

4. **Communications.** Each Party acknowledges the value in coordinating public communications about the SHS program and will make reasonable efforts to notify each other prior to issuing press releases, holding press conferences, or engaging in other pre-planned public communications about the program. The Parties will provide reasonable and timely communications to coordinate and review public communications, consistent with the SHS IGA.

5. **Ownership of Data.** The ownership of all information shared and otherwise disclosed hereunder will remain with the disclosing Party. Except as expressly provided in this Agreement, nothing contained in this Agreement will be construed to transfer ownership with respect to any such information.

6. **Responsibilities of the Parties.** Each Party will:

a. Comply with all applicable HUD, federal, and State laws and regulations relating to the use, disclosure, and safeguarding of SHS Data and other Protected Data.

b. Report within ten business days of the discovery of any Breach under the Agreement. Notice shall be given to the contact(s) named in **Schedule A**.

c. Take immediate steps to stop an unauthorized disclosure and cure a Breach, if such event occurs.

d. Not identify or attempt to identify the individuals whose PII is obscured in SHS Data.

e. Ensure that its agents, employees, and other representatives comply with the requirements of this Agreement.

7. **Security Breach Notification.** In the event of an actual or suspected Security Breach, defined below, involving its information system(s), a Party will immediately provide to the other Parties written notification of the breach or suspected breach and will comply with all applicable breach notification laws. The Parties agree to cooperate in any breach investigation and remedy of any such breach, including, without limitation, complying with

any law concerning unauthorized access or disclosure, as may be reasonably requested by a Party. Notifications under this **Section 7** should be sent to the email addresses listed on **Schedule A**.

As used herein, a "Security Breach" is the unauthorized access of an information system controlled by Party that results in the: (a) unauthorized access of Protected Data; (b) introduction of Malicious Code, defined below; (c) exfiltration of data; or (d) unauthorized access of security or access credentials. To avoid ambiguity, "Security Breach" does not include "pings" on a firewall and other ongoing or routine incidents that do not result in access to a Contractor Information System.

As used herein, "Malicious Code" is computer code or script introduced into an information system that is intended to alter, harm, or damage, or otherwise cause undesired changes to the system or data on the system. Examples of Malicious Code include computer viruses, worms, Trojan horses, time bombs, time locks, trap door devices, or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms.

## 8. **Requests for Records.**

a. **Public Records Law.** As custodians of Records under ORS 192.311(2), and public bodies responsible under ORS 192.318(2) and ORS 192.411(2) (the "Oregon Public Records Law" or "OPRL") with responding to public records requests, the Parties acknowledge they must respond to public records requests concerning Records. Any Record request made or received that pertains to SHS Data, including this Agreement, may be subject to the OPRL.

b. **Response to Orders and Requests for Data.** If a Party receives a subpoena, warrant, or other legal order, demand or request (collectively, a "Request") seeking Records or any data of another Party, the Party receiving the Request will promptly provide a copy of the Request to the other Parties along with copies of Records or data in their possession that the Party believes are responsive to the Request. In the event of a Request the Parties agree to consult, cooperate, and collaborate with each other in their responses. If a Party receives (the "Recipient") a subpoena, warrant, or other legal order, demand or request (collectively, a "Legal Demand") seeking Records or Data for which another Party is a custodian (as defined by Oregon law, the "Custodian"), the Recipient will promptly provide a copy of the Legal Demand to the Custodian along with copies of Records or Data in their possession that the Recipient believes responds to the Legal Demand. In the event of a Legal Demand the Parties agree to consult, cooperate, and collaborate with each other in their responses.

c. **Records Subject to a Public Records Law Exemption.** In the event a Recipient receives a Legal Demand for Records that the Custodian asserts is exempt from disclosure under the Public Records Law, prior to Recipient disclosing any Records, Recipient shall first give Custodian sufficient notice and provide such information as may be reasonably necessary to enable Custodian to act to protect its interests and its Records. If Custodian elects to oppose disclosure of its Records and seek a protective order or other similar remedy, Recipient will cooperate in good faith to the extent reasonably practicable with Custodian's efforts to protect its Records.

d. **Injunctive Relief.** Each Party acknowledges that use and disclosure of its Records not in accordance with this Agreement will cause irreparable injury to such Party. Accordingly, a Party may seek and obtain injunctive relief against use and disclosure of its Records in breach of the terms of this Agreement. The Parties acknowledge and agree that the covenants contained in this Agreement are necessary for the protection of its interests and are reasonable in scope and content.

## 9. **Confidentiality.**

a. The Parties acknowledge and agree: (i) to exercise the same degree of care and protection, but no less than a reasonable degree of care and protection, over SHS Data as each Party exercises with respect to its own similar information; (ii) that all SHS Data disclosed pursuant to the Agreement should be considered confidential and proprietary; (iii) not to use any SHS Data during the Term and for as long as such Party has possession or control of any SHS Data for any purpose other than as permitted under the Agreement or as required under law; (iv) not to disclose or provide any SHS Data to any third-party, except as expressly allowed under this Agreement or required

by law; (v) not to remove or destroy any proprietary markings on the SHS Data; and (vi) to return or destroy all SHS Data received from another Party on the expiration or termination of the Agreement, unless prohibited by law. As requested, a Party shall certify to the other the destruction of such SHS Data, as applicable, within its possession or control.

b. Subject to the requirement to follow all processes of the CoC's governance and structure, the Agreement does not otherwise require the Parties to protect information that: (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either Party; (iii) is disclosed to either Party by a third-party that breaches no confidentiality obligation through that disclosure; (iv) is developed independently by either Party without reference to or use of SHS Data; or (v) is required to be disclosed by law or to a government authority.

c. Disclosure by either Party of SHS Data to its professional advisors, employees, agents, affiliates, subsidiaries, subcontractors, and consultants is authorized only to the extent: (i) such disclosure is necessary to enable the performance of its obligations under the Agreement; and (ii) such parties receiving SHS Data are comparably bound to safeguard and keep confidential such information.

10. **Termination.** Upon termination of this Agreement for any reason, the Parties will extend the protections of this Agreement to any Records that they are required to retain under any provision of this Agreement. The terms of this Agreement will remain in effect until all of Records provided by a Party to another, or created or received by a Party on another Party's behalf, are destroyed or returned; or, if it is infeasible to return or destroy Records, protections are extended to such information, in accordance with the termination provisions in this section. To avoid ambiguity, the Parties' obligations under this **Section 10** will survive termination of the Agreement.

11. **Cooperation of Government Units.** This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes.


12. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits each party to comply with all relevant laws, including implementing regulations.


13. **Miscellaneous.** Neither Party may assign its interest in the Agreement to a third-party without the other's prior written consent. Each Party represents and warrants that it has the power and authority to enter into and perform the Agreement. The Parties agree that each is an independent contractor of the other. This Agreement does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties. Except as otherwise provided above, the Agreement may only be amended or supplemented by a writing that: (a) is signed by a duly authorized representative of each Party; (b) clearly recites the Parties' understanding and intent to amend the Agreement; and (c) clearly and with specificity describes the terms to be amended or supplemented. (Example amendment; adding the HMIS Project Type "Coordinated Entry" data to the Data Sharing Template report.) The invalidity of any term or provision will not affect the validity of any other provision. The doctrine of contra proferentem may not be applied to the Agreement. The Agreement will be interpreted and enforced according to the laws of the state of Oregon.

**INTERGOVERNMENTAL AGREEMENT  
Signature Page**

The Agreement may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Agreement made by reliable means is considered an original.

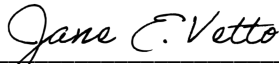
**Metro Regional Government**

Signed by:  
  
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\_\_\_\_\_  
Marissa Madrigal, Chief Operating Officer  
March 5, 2025  
Date: \_\_\_\_\_

**Approved as to form**  
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Carrie Maclaren, Metro Attorney  
March 5, 2025  
Date: \_\_\_\_\_

**Clackamas County**

\_\_\_\_\_  
Craig Roberts, Chair  
Date: \_\_\_\_\_

**Approved as to form**  
  
\_\_\_\_\_  
Jane Vetto, County Attorney  
Date: 3/14/25  
\_\_\_\_\_



**SCHEDULE A**

**Party Contacts.**

COUNTY	RECIPIENT
Representative: _____	Representative: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____

**Purpose.** Provide Counties details on how to submit their HMIS SHS data.

**Reporting Cadence.**

The Counties will submit future HMIS Data Sharing Template Reports to Metro according to the current Quarterly and Annual reporting schedule set forth below. Such quarterly reports are due to Metro 45 days after the close of each quarter as follows:

- Quarter 1: July 1 – September 30
- Quarter 2: July 1 – December 31
- Quarter 3: July 1 – March 31
- Annual (Quarter 4): July 1 – June 30

**How to share.** Clackamas County will submit to Metro both Quarterly and Annual aggregate reports along with the SHS Data set; the data elements to be included in the data set are outlined in the attached Metro Data Sharing Template. The SHS Data set will be securely transmitted to Metro via SharePoint.

**Schedule Start.** Clackamas County will provide the SHS Data from their respective CoC’s HMIS implementation to Metro beginning on the next quarterly report submission date that is at least 90 days following the full execution of this Agreement. Data sets for years 1 (July 1, 2021 – June 30, 2022), 2 (July 1, 2022 – June 30, 2023), and 3 (July 1, 2023 – June 30, 2024) will be sent on the same date as this first submission.

**Access to and Use of SHS Data.** The access and use of SHS Data shall be limited to Authorized Users and Authorized Uses. The Parties, on their behalf and on behalf of their elected officials, agents, employees, and other representatives, warrant and represent they will follow the terms, policies and processes set forth in each CoC’s required governance and structure documentation.

There are other metrics that the Counties report to Metro annually, such as system-wide inflow/outflow and housing units added for which participant-level data is not applicable or available.

**ATTACHMENT 1**  
**Data Sharing Template**