

September 7, 2023

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

Board of County Commissioners  
 Clackamas County

**Approval of an Intergovernmental Agreement with Multnomah County for the Homeless Management Information System tri-county implementation. Agreement value is \$200,000 for 5 years. Funding is through regional Supportive Housing Services Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	September 6, 2023 - Briefed at Issues		
<b>Performance Clackamas</b>	1. This programming aligns with H3S’s Strategic Business Plan goal to increase self-sufficiency for our clients. 2. This funding aligns with the County’s Performance Clackamas goal to ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Vahid Brown, HCDD Deputy Director	<b>Contact Phone</b>	(971) 334-9870

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division, Health, Housing & Humans Services requests approval of the Homelessness Management Information System (HMIS) Intergovernmental Agreement (IGA) with Multnomah County. This IGA will replace the HMIS IGA with the City of Portland as part of ongoing efforts to better regionalize data collection and sharing across the tri-county area.

HMIS is the database system required by the U.S. Department of Housing and Urban Development (HUD) for tracking those experiencing homelessness and the services they are provided. Clackamas County has been contracting for HMIS system administration through the Portland Housing Bureau (PHB). Through this new IGA, Clackamas County will shift to the new tri-county HMIS implementation being administered by Multnomah County. HUD places the responsibility for designating an HMIS on local Continuums of Care (CoCs). All three CoCs in the Portland metro area, including Clackamas County, have chosen to designate a new regionally implemented HMIS to be administered by Multnomah County’s Information Technology Division within its Department of County Assets.

Using a tri-county HMIS implementation will allow the counties to share data better and work more collaboratively with each other. Under this new HMIS implementation, the

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Multnomah County Information Technology Division will serve as the Primary System Administrator, and the Joint Office of Homeless Services will serve as the HMIS Lead. This agreement will allow Clackamas County to migrate its HMIS data system from the PHB-held implementation to the new tri-county system. It will enable us to track better those experiencing homelessness and the services provided across the three counties.

Supportive Housing Services Measure funding will fund our agreement for Clackamas County's portion of the access and upkeep of the tri-county HMIS implementation.

**RECOMMENDATION:** Staff recommends the board approve the Intergovernmental agreement with Multnomah County for HMIS access for Clackamas County and approve Chair Smith to sign any and all documents required to execute the agreement.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook

Director of Health Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT**

**between  
Multnomah County  
and  
Clackamas County**

Contract No.: 11103

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into by and between Multnomah County (“Multnomah”), and Clackamas County (“Clackamas”), each of whom is a “Party” and collectively they are referred to as the “Parties.” The Agreement is effective upon execution by both Parties (“Effective Date”). Unless otherwise provided, capitalized terms are defined in **Section 1**.

**Agreement Documents.** This Contract includes the following attached documents:

<i>Exhibits</i>	<i>Description</i>
A	Memorandum of Understanding
B	Agency CSS Participation Agreement
C	Fee Schedule
D	Administrative Agreement
E	CSS End User License Agreement

RECITALS

- A. Multnomah, under federal mandate from the U.S. Department of Housing and Urban Development (HUD), licenses, operates, and serves as the Primary System Administrator and data custodian for the Homeless Management Information System (HMIS) for the Portland and Multnomah County Continuum of Care (CoC), as well as the HMIS Lead Agency for CoC OR-501.
- B. Based on a National Association of State Procurement Officials (NASPO) cooperative agreement, Multnomah entered into a contract with WellSky, Inc. (formerly, Bowman Systems, LLC) (“WellSky”), dated December 5, 2022 (the “MLSA”), to license Community Services software (CSS) (formerly known as ServicePoint) to implement its HMIS and Comp Site instances.
- C. Clackamas would like to utilize the agreement between Multnomah and WellSky to facilitate provision of CSS licenses for Clackamas’s use of appropriate integrated client databases.
- D. Multnomah enters into this Agreement to bring Clackamas into Multnomah’s implementations of CSS and to serve as Primary System Administrator for the regional HMIS implementation, including for CoCs OR-501, OR-506, and OR-507.
- E. Multnomah, through its Department of County Assets, is the licensor and operator of the CSS implementation for the HMIS for CoC OR-501 and serves as the Primary System Administrator and custodian of data in the CSS.

F. Clackamas, through its Housing & Community Development Division, is the HMIS Lead Agency for CoC OR-507 and has executed a Memorandum of Understanding with the leadership for CoC OR-507, per HUD requirements, which is attached hereto as **Exhibit A**. Per the terms of that MOU, Clackamas is responsible for providing administration, technical assistance, and access to CSS licenses for HMIS users for CoC OR-507.

G. Clackamas is responsible for the costs of CSS licenses for CoC OR-507 HMIS and Comp Site users.

H. As described in more detail below, Clackamas enters into its own Participation Agreements with its Participating Agencies and End User License Agreements with End Users.

I. Clackamas is responsible for compliance with all HUD HMIS governance requirements and other applicable federal and state funder participation requirements with respect to Clackamas's usage of Multnomah's HMIS and Comp Site implementations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

#### AGREEMENT

1. **Definitions.** Capitalized terms used in the Agreement that are not defined below will have the meanings for those terms described in the *FY 2022 HMIS Data Standards*.

a. "CSS" is the acronym for "Community Services software" and identifies the information system holding HMIS data that provides standardized assessment of a Service Recipient's needs, creates individualized service plans and records for use by housing and services providers and by communities to monitor the utilization of services of Participating Agencies, to identify gaps in the local service continuum, and to develop outcome measurements.

b. "Comp Site" means a comparable but separate database that is used exclusively by victim service providers (VSP). The Comp Site to be used by the Parties is an instance of CSS. Unlike the Live Site, defined below, the Comp Site is subject to the regulations of the federal Violence Against Women Act (VAWA).

c. "County System Administrator" is the person within Clackamas's HMIS Lead Agency who is responsible for the overall success of Clackamas's portion of the HMIS implementation, for coordinating with the Primary System Administrator, and for HMIS Lead Agency activities as described in the Administrative Agreement at **Exhibit D**, under Section 10, Roles & Responsibilities.

d. "Deidentified Data" is Service Recipient Data, defined below, that has been deidentified – which means that all personally identifiable information, such as Service Recipient names, addresses (physical and email), social security numbers or other identifying numbers or codes, have been removed by WellSky and such deidentification is certified by a third-party as compliant with the deidentification standards under the Health Insurance Portability and Accountability Act (HIPAA) or otherwise meets the deidentification requirements under HIPAA.

e. "End User" means an individual who accesses and uses CSS.

- f. “End User License Agreement” means the then current version of the contract form attached as **Exhibit E** and signed by an End User that sets forth the usage guidelines for access to CSS.
- g. “HMIS Lead Agency” means the entity designated by the Continuum of Care to operate the Continuum's HMIS on its behalf.
- h. “Live Site” means the primary CSS instance that is used by all homeless services agencies not dedicated to serving DV survivors and, therefore, not subject to VAWA.
- i. “Multnomah Fees” are the fees described in **Section 2(b)** and **Exhibit C** and invoiced to Clackamas by Multnomah for its costs incurred in managing and administering CSS that are associated with Clackamas’s use of the CSS.
- j. “Participating Agency” means an organization within Clackamas’s CoC that accesses and uses the data stored within CSS.
- k. “Participation Agreement” means the then current version of the contract form attached as **Exhibit B** and signed between the Clackamas HMIS Lead Agency and another agency in order for that agency to become a Participating Agency.
- l. “Primary System Administrator” means the person responsible for the overall success of the HMIS or Comp Site implementation, for coordinating with and supporting the County System Administrator, as needed, and for other activities as described in the Administrative Agreement at **Exhibit D**, under Section 10, Roles & Responsibilities.
- m. “Privacy & Security Notice” the then current version of the document that sets forth allowable uses and disclosures of HMIS data for all End Users and Participating Entities.
- n. “Regional HMIS Council” is the executive group that governs the strategic direction and purposes of both the Live Site and Comp Site in the community.
- o. “Reimbursed Fees” are fees paid by Multnomah to WellSky under the MSLA for CSS licensing, support, and other costs, that are then reimbursed by Clackamas, as set forth in **Section 2(a)** and described in **Exhibit C**.
- p. “Service Recipient” means an individual receiving services from a Participating Agency and whose data is stored in CSS.
- q. “Technical Change Control Board” is the group of key, CSS-focused stakeholders who manage technical, implementation-wide changes to the system and CSS-related policies.
- r. “Term” is the term of the Agreement, as set forth in **Section 16(a)**.

2. **Fees, Payment Terms.** Unless otherwise indicated on **Exhibit C**, Clackamas will annually pay to Multnomah the following fees:

- a. **WellSky License Fee.** At least annually, Multnomah will invoice Clackamas for Reimbursed Fees not less than 60 days prior to their due date. Clackamas will make payments by check or EFT no later than 60 days after receipt of an invoice, unless such invoices have been timely disputed in writing, and in that case, only payment of amounts actually in dispute may be withheld. Annually,

Multnomah may increase the Reimbursed Fees by not more than the amount of the increase assessed by WellSky, or its successor in interest, to Multnomah, as defined in the MLSA. In the event of an increase to the Reimbursed Fees, Multnomah will provide Clackamas 30 days' written notice of the increase and Clackamas may either (i) agree, in writing, to the fee increase or (ii) terminate this Agreement. Reimbursed Fee payments are non-refundable.

b. **Multnomah Management Costs.** Annually, Multnomah will invoice Clackamas for the Multnomah Fees. Multnomah will invoice Clackamas for the Multnomah Fees as part of, or contemporaneously with, the Reimbursed Fees invoice. When providing Clackamas an invoice for the Multnomah Fees, Multnomah will describe all work performed with particularity, by whom it was performed, the cost of such work, and shall itemize and explain all expenses for which reimbursement is claimed. Clackamas will make payments by check or EFT no later than 60 days after receipt of an invoice, unless such invoices have been timely disputed in writing, and in that case, only payment of amounts actually in dispute may be withheld.

3. **Financial Commitment of Parties.** The Parties agree to the following financial commitment: Clackamas will pay Multnomah all fees described in **Section 2**, above, in an amount not to exceed \$200,00.00 during the Term. Any amounts due in excess of the \$200,000.00 provided herein are contingent upon appropriation of additional funds in amounts sufficient to continue to make payments under this Agreement, as determined by Clackamas in its sole administrative discretion. In the event continued appropriation of the funds to sufficiently meet the Clackamas financial commitments under this Agreement are not approved, Clackamas shall provide not less than 30 days notice to Multnomah of the impending non-appropriation.

4. **End User Licenses.**

a. Multnomah will assign one "System Administrator 2" license for the Live Site to Clackamas's County System Administrator with rights to perform administrative activities restricted to System Administrator 2 access. The County System Administrator must complete adequate training from the Primary System Administrator prior to receiving a System Administrator 2 license. No System Administrator 2 licenses will be assigned to Clackamas for the Comp Site.

b. The Parties may agree, in writing, for Multnomah to assign Clackamas one or more additional System Administrator 2 licenses.

c. Assignment and management of user licenses will be the responsibility of the Clackamas staff holding System Administrator 1 and/or System Administrator 2 licenses with support from Multnomah administrators, or someone so designated in writing, as needed.

d. Except for the licenses and services already contemplated in the MLSA and being provided by Multnomah under this Agreement, Clackamas may purchase additional licenses, cloud services, and professional services directly from WellSky, so long as said services only impact Clackamas and the Primary System Administrator is notified.

e. Except for the subject matter already contemplated in the MLSA and being provided by Multnomah under this Agreement, Clackamas is responsible for entering into any other required agreements with WellSky or any other applicable licensor.

5. **General Roles & Responsibilities**

a. Clackamas will be responsible for managing its own operational requirements, consistent with the roles and responsibilities of the County System Administrator, as specified in the Administrative Agreement document in **Exhibit D**, but may request technical assistance from Multnomah's Primary System Administrator, as needed. The Parties will regularly communicate and coordinate implementation and ongoing administration of CSS throughout the Term.

b. Multnomah will be responsible for the overall success of the implementation, for supporting the Clackamas HMIS Lead Agency and for the activities held by the Primary System Administrator, as delineated in the Administrative Agreement in **Exhibit D**.

c. Decisions directly or indirectly affecting the whole of the CSS implementation must be approved by the Technical Change Control Board, authorized members of the Regional HMIS Council or both. The scope of decision making authority for both groups is stipulated in their respective charters.

d. The degree and mode of representation for both Parties in the Technical Change Control Board is set forth in **Section 6(b)**.

e. The degree and mode of representation for the Parties in the Regional HMIS Council is set forth in **Section 6(a)**.

f. The Primary System Administrator and County System Administrator will carry out joint duties including, but not limited to the following:

- i. Communicate and coordinate CSS updates and upgrades to service provider agencies and maintain the CSS training site(s).
- ii. Plan and implement long term technical support for service provider agencies serving clients in multiple jurisdictions or CoCs.
- iii. Ensure CSS compliance with HMIS data and technical standards as required by HUD, the U.S. Department of Health and Human Services (HHS), the U.S. Department of Veterans Affairs (VA) and, with regard to the Comp Site, the U.S. Department of Justice (DOJ).
- iv. Align CSS implementation with national best practices for HMIS and Coordinated Entry system management.
- v. The Primary System Administrator will obtain approval from the Regional HMIS Council prior to implementing or enforcing standards beyond those required by HUD or as provided by in this Agreement.

g. Clackamas must designate one staff person to be the Clackamas County System Administrator for the Live Site for CoC OR-507.

h. All reports, notices and other communications required by or relating to this Agreement will be directed between Clackamas's site-specific County System Administrator and Multnomah's site-specific Primary System Administrator.

i. In the event that the designated people identified below leave their job or change their role during the Term, an interim System Administrator may be named.

<b>Clackamas County</b>	<b>Multnomah County</b>
Live Site County System Administrator: Erica Wegener	Primary System Administrator: Steve Richard
Comp Site County System Administrator: Maria Lamb	Comp Site System Administrator: Maria Lamb

**6. Governance.**

**a. Regional HMIS Council.**

- i. The Parties, with Clackamas County, will convene the Regional HMIS Council to develop the strategic direction and purposes of both the Live Site and Comp Site in the community and to strengthen coordination among the Portland metro-area counties.
- ii. Within 120 days of the Effective Date, the Parties, with Clackamas County, will finalize the Regional HMIS Council charter which will describe a proposed structure, roles, and procedures for the Regional HMIS Council, to be presented to the counties' respective governing bodies for approval.
- iii. Each County will have equal voting representation on the Regional HMIS Council.
- iv. To the extent the policies or requirements of the CSS beyond those required by HUD or other applicable federal, state or local law place disproportionate burden on a given County System Administrator, the Regional HMIS Council will make a good faith effort to mitigate such burden.

**b. Technical Change Control Board.**

- i. The Parties, with Clackamas County, will convene the Technical Change Control Board to manage technical, implementation-wide changes to the system and CSS-related policies.
- ii. Within 120 days of the Effective Date, the Parties, with Clackamas County, will finalize the Technical Change Control Board charter which will describe a proposed structure, roles, and procedures for the Technical Change Control Board, to be presented to the counties' respective governing bodies for approval.
- iii. Each County will have equal voting representation on the Technical Change Control Board.

**7. End User Support and Training.**

- a. Clackamas will be responsible for its own compliance with Live Site and Comp Site data standards baseline data collection requirements developed by HUD, HHS, VA, and any other applicable federal, state and local requirements, including but not limited to Project Descriptor Data Elements, Universal Data Elements, Program-Specific Data Elements, HMIS Privacy and Security Standards, HMIS Governance Notice, HMIS Privacy & Security Notice, and HMIS Data Quality and Functionality Notice.



b. Clackamas will be responsible for supporting and training its users and its Participating Agencies and their end users.

c. Clackamas will dedicate staff to train its respective Participating Agencies in tasks, including but not limited to the following:

- i. Coordinate training logistics (scheduling locations, trainers, registrations, etc.).
- ii. Provide ongoing training for service provider agencies with staff turnover and when updates are made to the system.
- iii. Distribute training updates as new CSS versions are released.

d. Clackamas will dedicate staff for user support for their respective Participating Agencies, which include, but are not limited to the following tasks:

- i. On-site and remote coaching and technical assistance for end users, as needed.
- ii. Day-to-day system support for end users via remote and/or on-site training.
- iii. Maintain data quality, including correcting or completing data entries and/or contacting service provider agencies to do so.

#### 8. **System Administration.**

a. Multnomah's Department of County Assets will dedicate staff for system administration with direct access and given rights to all system functionality and data within CSS, via one or more System Administrator 2 licenses.

b. Multnomah will solely manage all upgrades provided by WellSky for CSS.

c. Multnomah will be the primary party involved with vendor relations, work orders and any other work related to technical maintenance of CSS.

d. With prior notification to Multnomah, Clackamas may reach out directly to WellSky to ask questions, seek information, or purchase additional professional services whose impact is limited to Clackamas.

e. Multnomah will develop a data archive plan to be implemented annually on CSS. This plan will exclude archiving of data related to active clients or clients active in the most recent seven years.

f. With exception to the County System Administrator who will have greater CSS access by virtue of holding a System Administrator 2 license, Clackamas will dedicate staff as needed for system administration with direct access and given rights to all respective data within CSS for its Participating Agencies, their end users, and their Service Recipients' data entered into CSS.

#### 9. **Data Quality.**

a. Clackamas will dedicate staff to support and monitor data quality for their respective service provider agencies. Monitoring activities related to data quality will be formalized in Clackamas's Data Quality Plan. See the Administrative Agreement in **Exhibit D** for additional information about data quality expectations.

#### 10. **Policies and Procedures.**

a. Clackamas, Multnomah, and Washington counties intend to administer HMIS and related policies, processes, in accordance with the then-current Administrative Agreement.

b. Enforcement of policies and procedures will be the responsibility of both Parties.

#### 11. **Work Product and Data Ownership, Disclosure.**

a. As between the Parties, all work products, including reports and research data in hard copy or electronic form that result from this Agreement, are the exclusive property of the originating Party.

b. The Parties recognize and acknowledge that ownership rights to the data that each stores in CSS for their respective CoCs and as reflected in the Agreement ("Service Recipient Data") are not transferred as part of the Agreement, and will survive the Agreement's termination. As between the Parties, Service Recipient Data is owned by Clackamas. To the extent permitted by applicable law, including but not limited to HIPAA, each Party grants to the other a non-exclusive, royalty-free license to use their Service Recipient Data for the purposes of compliance, reporting and administration and implementation of the CSS. This license will survive the termination of this Agreement.

c. The Parties recognize and acknowledge that WellSky will access, use, and disclose Service Recipient Data for certain administrative purposes, including patient matching and claims data sharing, to facilitate billing, payments, or claims-related activities by any insurance provider, payer, or similar third party to the Parties. WellSky may aggregate Service Recipient Data with other WellSky customer data for the creation and maintenance of consumer or client records. Each Party will include in their respective privacy policies a description of the disclosures to WellSky. Clackamas will promptly notify Multnomah if it receives a request to opt-out from such disclosures from a Service Recipient. In addition, WellSky may use Service Recipient Data to create Deidentified Data as permitted by 45 CFR § 164.504(e)(2)(i)(B) for purposes of product development, preparing and issuing normative and benchmark data and databases, internal research and analysis, and for any other lawful purpose. WellSky owns any Deidentified Data provided that: (a) Deidentified Data will not be attributed, either directly or indirectly, to a Service Recipient or either Party; and (b) WellSky will not attempt, and will prohibit any third-parties receiving access to Deidentified Data from attempting, to reidentify the Deidentified Data.

d. Upon termination of this Agreement, Multnomah will provide to Clackamas an electronic copy, compliant with current HUD \*.csv exports, of Clackamas's data upon written request. Clackamas will reimburse Multnomah an amount mutually agreed by the Parties for any costs related to the administrative services required for any other data outputs requested by Clackamas.

#### 12. **Data Security, Privacy, Requests, Sharing.**

a. As used in this section:

- i. "Information System" is an electronic system for storing, processing, and exchanging information, including without limitation, smartphones, computers, servers, and the software, services, and data existing thereon.
- ii. "Security Breach" is the unauthorized access of an Information System controlled by a Party that results in the: (A) unauthorized access to data; (B) introduction of malicious code; (C) exfiltration or manipulation 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 an Information System.

b. Each Party has established and will maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) ensure the security and confidentiality of the Information System(s); (ii) protect against any anticipated threats or hazards to the security or integrity of the Information System(s) and supported business processes; (iii) protect against unauthorized access, modification, or use of the Information System(s); (iv) ensure the proper disposal of data stored or exchanged on the Information System(s); and (v) ensure that all of a Party’s employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.

c. As part of its information security program, and without limitation, each Party has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and ensure the security of their Information Systems. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to Information Systems. The Parties will: (i) log and periodically review all admin console events, and make such console event reports available for review by the other Party upon request; and (ii) at least annually audit their safeguards to ensure all Information Systems within their respective control and involved in storing, using, or transmitting data relevant to the contracted performances, are secure and protect data from unauthorized access, disclosure, modification, or destruction.

d. In the event of an actual or suspected Security Breach, the Party suffering the breach will notify the other not more than ten days after discovery of the breach or suspected breach and will comply with all applicable breach notification laws. Each Party agrees to cooperate with the other in the investigation and remedy of any Security Breach, including, without limitation, complying with any law concerning unauthorized access or disclosure. Clackamas will send any applicable notifications regarding a Security Breach to the following notification email address: [IT.Security@multco.us](mailto:IT.Security@multco.us).

e. Clackamas will develop Participation Agreements and End User License Agreements that are comparable to the then current agreements attached to the Agreement as **Exhibits B and E**, respectively. Participation Agreements and End User License Agreements must be reviewed by the Primary System Administrator. Disputes over comparability will be addressed by the Dispute Resolution clause below.

f. All End Users, including people holding System Administrator licenses, must sign End User License Agreements with Clackamas. Multnomah will notify and provide Clackamas all updates or changes to its Participation Agreements and End User License Agreements. Clackamas’s agreements must contain provisions including but not limited to verifying that the user will prohibit access by nonusers to client or user records.

g. Clackamas will require people holding System Administrator licenses to respect the funding/contractual relationship and subsequent data/training needs of their respective service provider agencies/grantees.

h. The Parties acknowledge that they have access to aggregate data of those service agency providers below them in the CSS tree structure. Furthermore, the Parties acknowledge that certain minimum client information, which must be explicitly identified in the HMIS Privacy & Security Notice and in Service Recipient Releases of Information, as applicable, will be shared with service agency providers globally through CSS in order to avoid creating duplicate client records.

i. Clackamas will ensure that all of its staff holding System Administrator licenses undergo criminal background checks and will provide evidence of such background checks to Multnomah upon Multnomah's request.

j. Clackamas will comply with and require all of its staff to comply with and enforce all requirements imposed by HUD for both the HMIS Live Site and the Comp Site. Clackamas will enter into all agreements necessary to comply with HUD and program requirements.

k. The Parties will develop a schedule and procedure for Clackamas to provide Multnomah regular and ad hoc audit reports of its staff holding System Administrator licenses to ensure data security and the protection of personally identifiable information.

l. If either Party receives a subpoena, warrant, or other legal order, demand or request (collectively, a "Request") seeking Records or any data of the other Party, the Party receiving the Request will promptly provide a copy of the Request to the other Party 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.

### 13. **Oregon Public Records Law.**

a. As used in this section:

- i. "Public Records Law" means the Oregon Public Records Law, including ORS 192.410 to 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.170, and laws incorporated by reference.
- ii. "Record" means information prepared, owned, used, or retained by either 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.

b. As custodians of Records under ORS 192.410(1), and public bodies responsible under ORS 192.430(2) and ORS 192.450(2) with responding to public records requests, the Parties acknowledge they must respond to public records requests concerning Records. In the event a Party receives such a Record request for which the other Party is the custodian of the original Record(s), the receiving Party shall immediately notify the custodian of the Record requested and consult with the custodian to determine whether the Record(s) may be exempt from disclosure.

c. If a Party asserts that any Records, including some or all of the Agreement, disclosed hereunder meets the statutory requirements under the Public Records Law for one or more exemptions and wishes that an exemption be asserted to prevent public disclosure of any Record, it will: (i) notify the other Party of its assertion; (ii) identify with adequate specificity the Records to which it asserts an exemption applies and the basis for such assertion; and (iii) as commercially practical, mark with the

words "DISCLOSURE EXEMPT" all Records containing information that it desires not be publicly disclosed.

d. In the event a Party receives a Record request for a Record the other Party asserts is exempt from disclosure under the Public Records Law, the Party will notify the other Party of such request as provided in this **Section 13** and the Party asserting the exemption must immediately assume control of responding to the Records request and immediately notify the requester in writing, with a copy to the other Party, that it is the custodian of record.

e. Notwithstanding the foregoing, any disclosure by either Party of a Record, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Public Records Law that is required based on court order, reasonable interpretation of the Public Records Law, related case law, public record orders of the Oregon Attorney General, or the Attorney General's then current edition of the Public Records and Meetings Manual.

**14. Limitation of Liability: Warranty Disclaimer.**

a. Data provided by Clackamas and the services provider agencies below them in the CSS tree structure is on an "as is" basis to Multnomah. Data supplied from Multnomah to Clackamas is provided on an "as is" basis. Multnomah specifically disclaims any implied warranty of non-infringement with respect to the data provided by Multnomah. Multnomah will have no responsibility to Clackamas for any failure of any hardware or software acquired by Clackamas to access the CSS database.

b. THE CSS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY MULTNOMAH, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH Clackamas. MULTNOMAH SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO THE CSS.

c. Should Clackamas engage any third-party contractor for any activity related to the CSS database, Clackamas will be responsible for the acts and omissions of such third-party contractors. Clackamas will ensure that all applicable provisions of this Agreement (including those related to data security, privacy, confidentiality and indemnification) are included in all of its subcontracts.

**15. Indemnification.**

a. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, Clackamas will hold harmless, defend, and indemnify Multnomah, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of: (i) Clackamas's failure to carry out any of Clackamas's obligations under this Agreement, including but not limited to, Clackamas's failure to comply with applicable laws; or (ii) the negligent acts or omissions of Clackamas or its directors, officers, employees, subcontractors or agents under this Agreement.

b. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, Multnomah will hold harmless, defend, and indemnify Clackamas, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of: (i) Multnomah's failure to carry out any of Multnomah's obligations under this

Agreement, including but not limited to, Multnomah's failure to comply with applicable laws; or (ii) the negligent acts or omissions of Multnomah or its directors, officers, employees, subcontractors or agents under this Agreement.

16. **Dispute Resolution.** In the event a dispute arises between the Parties regarding this Agreement, including where a Party determines that the other is not complying with the Agreement, the Parties will use the following process to attempt to resolve the dispute.

a. A Party will provide the other with written notice of the dispute. The notice will describe the dispute, or if the notice arises from non-compliance with the Agreement, describe evidence of non-compliance and the steps the Party believes are needed to restore compliance with the Agreement. Unless otherwise provided for in the Agreement, the Party receiving notice will have 30 days from the date it receives the notice to restore compliance with the Agreement. If the non-compliance issue is of such a nature that it cannot reasonably be cured within 30 days, the Party on notice of its non-compliance will have such additional time as required to restore its compliance with the applicable terms of the Agreement, as long as it is acting in a reasonable manner and in good faith.

b. If the non-compliant Party does not reasonably correct the non-compliance concern or if the dispute is not otherwise resolved between the Parties within the time allowed, the Parties will attempt to settle the issue through good faith negotiation. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement.

c. If the Parties are unable to resolve the issue through such negotiation, or such negotiations have not resolved the dispute or non-compliance concern within 30 days from the date a Party first issues written notice as provided in **Section 16(a)** and the Parties have not agreed to an extension of time to negotiate, the Parties will then attempt in good faith to resolve the issue by facilitated mediation. The Parties agree to attend at least four hours of mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to schedule the mediation within 60 days of a Party declaring in writing that the Parties are unable to reach a negotiated resolution as described in **Section 16(b)**.

d. The Parties will attempt to use the services of a mutually agreed upon mediator, with a preference for a mediator with experience in mediating disputes between local governments. If the Parties cannot mutually agree on a mediator within 14 business days of having submitted a possible mediator candidate, or the mediation is unsuccessful, either party may proceed to arbitration or litigation.

e. Each Party is responsible for its own dispute-related costs. The Parties will each pay for half of any mutually retained mediator or arbitrator's services and costs.

f. Nothing prevents a Party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate; or, if the Parties agree, seek arbitration to resolve the dispute or non-compliance concern. Any dispute submitted for arbitration will be settled in accordance with the commercial arbitration rules of the Arbitration Services of Portland, Inc., then in effect, and judgment on the award may be entered in any court having jurisdiction.

17. **Termination.**

a. The term of the Agreement will run for five years, beginning on the Effective Date ("Term"). The Parties may agree in writing to an earlier immediate termination of this Agreement or at a time certain upon mutual consent.

b. Either Party may terminate this Agreement at any time, effective not less than 180 days following delivery of written notice to the other Party.

c. Either Party may terminate this Agreement at any time, effective not less than 30 days following written notice to the other Party or at such other date as may be established by the Parties under any of the following conditions:

- i. If funding is not obtained and continued at levels sufficient for either Party to allow for purchase of the specified products or services under this Agreement. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the products or services under this Agreement are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized under this Agreement.
- iii. If the annual fees reflected in the Fee Schedule at **Exhibit D** are adjusted by Multnomah, as provided in **Section 2**, and those fees are unacceptable to Clackamas.

d. Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, however, the Party seeking termination will give the other Party written notice of the Party's intent to terminate. If the breaching Party has not cured the breach within ten days or a longer period as granted in the cure notice, the Party seeking compliance may terminate the Agreement.

e. In the event of termination of this Agreement, Multnomah may in its sole discretion allow Clackamas to continue to use the CSS data upon a written request by Clackamas.

- i. If Multnomah approves Clackamas's continued use of the CSS data following termination of this Agreement, Clackamas will reimburse Multnomah for any time spent by Multnomah on data migration or administrative services resulting from such termination.
- ii. In the case of termination at the request of Clackamas, ongoing legacy data maintenance and retention will be subject to negotiation between the Parties until information is transferred and not to exceed 12 months. Clackamas will reimburse Multnomah for any time and expenses by Multnomah related to this transfer and archival of data.

f. Upon termination of this Agreement for any reason, the Parties will extend the protections of this Agreement to any Service Recipient Data that they are required to retain under any

provision of this Agreement for so long as the Party is required to retain the data. To avoid ambiguity, the Parties' obligations under this **Section 17** will survive termination of the Agreement.

**18. Records and Audits.**

a. Each Party will maintain all records and supporting documents pertinent to this Agreement during the Term of this Agreement and for a minimum of six years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.

b. During the Term and for six years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer, each Party, either directly or through a designated representative, will have access to the other's books, documents, papers, and records that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the records retention period listed above.

**19. Compliance with Applicable Law.** Each Party will comply with all federal, state and local laws and ordinances applicable to this Agreement. Each Party will comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**20. Remedies in Event of Breach.** The Parties recognize that irreparable harm may result in the event of a breach of this Agreement. In the event of such a breach, the non-breaching Party may be entitled to enjoin and restrain the other from any continued violation. This **Section 20** shall survive termination of the Agreement.

**21. Third-Party Beneficiaries.** Other CoC participants authorized to access CSS and Service Recipient Data under agreements substantially similar to the Participation Agreement shall be deemed third-party beneficiaries of the Agreement. As third-party beneficiaries they may enforce the obligations herein related to the access, handling, and use of Service Recipient Data and Records. Each Party will ensure that the agreements signed with other entities for granting access to Service Recipient Data or Records contain language making each of the Parties a third-party beneficiary to those agreements.

**22. Intergovernmental Agreement.** The Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

**23. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

**24. 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. 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. Any Proceeding arising under the Agreement must be brought in Multnomah County, Oregon.

25. **Amendment.** Modifications to this Agreement are valid only if in writing and signed by the Parties. Amendments which do not affect either Party's substantive rights or obligations may be made without referral to the Parties' respective boards of commissioners.

26. **Counterparts and Electronic Signatures.** The Parties agree that they may execute this Agreement and any amendments to this Agreement, by electronic means, including the use of electronic signatures. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, and which, when taken together, will constitute one and the same agreement.

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**INTERGOVERNMENTAL AGREEMENT**

**Contract Number: 11103**

**Signature Page**

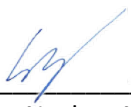
The Agreement may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Agreement are the same as handwritten signatures for the purpose of validity, admissibility, and enforceability. Any reproduction of the Agreement made by reliable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

By executing this Agreement, each signatory acknowledges they: (a) are a duly authorized representative of their Party, acting with the power and authority to bind their Party as provided in the Agreement; (b) have read and understand the agreement, including the attached Exhibits and Attachments; and (c) agree on behalf of their Party to be bound by its terms as of the Effective Date.

*Clackamas County*

Approved as to form

\_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Andrew Naylor, Assistant County Attorney  
Date: 08/16/2023

Type te

*Multnomah County*

Approved as to form

\_\_\_\_\_  
Jessica Vega Pederson, Chair  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jenny Madkour, County Attorney  
Date: \_\_\_\_\_

**Memorandum of Understanding**  
**OR-507 Clackamas County Continuum of Care Board and**  
**Clackamas County Health, Housing, and Human Services (HMIS Lead)**

This Memorandum of Understanding (MOU) was entered into by the board for Continuum of Care OR-507 (the Board) and Clackamas County Health, Housing, and Human Services (H3S), effective on May 1<sup>st</sup>, 2023. Unless otherwise indicated, capitalized terms are defined in relevant HUD guidance.

Clackamas County Health, Housing, and Human Services (H3S) will continue collaborating on HMIS administration during the transition period.

**Purpose and Background**

The Homeless Management Information System (HMIS) was developed to meet data collection requirements made by the United States Congress and the Department of Housing and Urban Development (HUD). Congress passed this requirement in order to get a more accurate count of individuals who are unhoused and to identify the need for and use of different services by those individuals and families. HUD regulations require each Continuum of Care (CoC) to designate a single HMIS provider to collect a wide range of community, program and client level data for reporting. Clackamas County has selected WellSky's Community Services software (CSS), formerly known as "ServicePoint", as the information system to support the region's Continuums of Care (CoCs) HMIS instance. The CoC must also designate a HMIS Lead Agency to apply for CoC HMIS funding and to operate the HMIS on behalf of the CoC.

**Duration**

This MOU will remain in effect until revoked by either party. Annually, the parties will review the terms of this MOU for continued relevance and compliance with HUD regulations. Revisions must be approved in writing and signed by the parties to become effective.

**GOVERNANCE AND PARTICIPATION**

**Housing Services Steering Committee (Continuum of Care Board)**

- Per HUD policy, the CoC is responsible for oversight and implementation of its HMIS. This responsibility encompasses planning, administration, software selection, compliance with HMIS standards, data management, and review and approval of HMIS privacy, security, and data quality plans. These responsibilities may be delegated in whole or in part to subcommittees or other parties including the Collaborative Applicant.

**Clackamas County H3S**

- As the designated HMIS Lead Agency, Clackamas County H3S will manage the HMIS on behalf of the CoC and provide HMIS Project administrative functions at the direction of the CoC OR-507 Board.

## **SPECIFIC RESPONSIBILITIES OF THE PARTIES**

### **Housing Services Steering Committee (Continuum of Care Board) Responsibilities**

The Housing Services Steering Committee (hereinafter referred to as “Board”) serves as the lead governance body for CoC OR-507 and Clackamas County’s HMIS Project, providing oversight, project direction, policy setting, and guidance for the HMIS Project. The Board exercises its responsibilities for governance of the HMIS Project, including by:

- Ensuring compliance with relevant HUD regulations and standards;
- Recording in official meeting minutes all approvals, resolutions, and other key decisions of the Board that may be required by HUD rules;
- Designating the HMIS Lead Agency and the software to be used for HMIS, and approving any changes to the HMIS Lead Agency or software;
- Reviewing and approving a privacy plan, security plan, and data quality plan for the HMIS, and establishing protocols for addressing contributing and partner agencies compliance with those standards;
- Ensuring consistent participation of recipients and subrecipients of CoC homeless prevention and assistance programs and other mainstream programs serving people experiencing homelessness or working to prevent homelessness;
- Ensuring the HMIS project is administered in compliance with requirements prescribed by HUD;
- Promoting the effective use of HMIS data, the utilization of CoC services and homeless programs over time, and the effectiveness of CoC homeless programs; and
- Using HMIS data to inform CoC program design and measuring progress toward CoC-established goals.

### **Clackamas County H3S Responsibilities**

Clackamas County H3S serves as the HMIS Lead Agency for Clackamas County’s HMIS Project, and exercises these responsibilities at the direction of the Board. These responsibilities are contingent on continued receipt of the appropriate HUD grant funding, and are as follows:

- Provide staffing, facilitation, project management and leadership for CoC-level HMIS operations, projects, governance and required federal, state and local reporting;
- Adhere to and enforce all federal, state and local HMIS standards and rules within CoC;
- Facilitate participation in HMIS by all homeless prevention and assistance programs and other programs serving people experiencing homelessness in coordination with the Board;
- Grant and monitor End User licenses;
- Provide corrective action plans to Participating Agencies that do not meet minimum standards, as identified through compliance monitoring activities;
- Provide ongoing training and technical support on the use of CSS to End Users;

- Ensure consistent contribution of data that meets all HUD-established data standards by monitoring and managing data quality
- Draft HMIS privacy, security, and data quality plans for CoC Board approval
- Prepare the following data reports and analyses for submission to HUD:
  - At least annually, a Point-In-Time unduplicated count of clients served in the HMIS;
  - Annually, an unduplicated count of clients served in the HMIS over the course of one year;
  - At least annually, an accounting of lodging units in the HMIS;
  - Annually, project management and submission of HUD’s System Performance Measures and the Longitudinal System Analysis reports;
  - Other federal, states and local reports, as required;
  - Provide information from HMIS for the HUD CoC NOFO;
- Conduct other administrative activities in HMIS as needed;
- Provide HMIS grant administration for the CoC’s HUD HMIS grant, including:
  - Prepare annual renewal grant;
  - Prepare and submit the HUD Annual Performance Report;
  - Participate in field office monitoring;
- Respond to CoC Board directives;
- Coordinate and collaborate with DCA’s Primary System Administrator; and
- Coordinate and collaborate with the CoC Lead as needed to maintain compliance with all relevant regulations for which the CoC is responsible.

**Signing on Behalf of OR-507 Clackamas County Board:**

*Raina Smith-Roller*

5/1/2023

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Raina Smith-Roller, OR-507 CoC Lead

Date

**Signing on Behalf of the Clackamas County H3S (HMIS Lead)**

*Melanie Pascual*

5/1/2023

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Melanie Pascual, Quality and Data Manager

Date



## Exhibit B: AGENCY CSS PARTICIPATION AGREEMENT

### AGENCY CSS - CLACKAMAS COUNTY HCDD HMIS PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement") is between Clackamas County, a political subdivision of the state of Oregon ("County"), and [human services provider] ("Agency"), each of whom is a "Party" and collectively they are the "Parties." The effective date of the Agreement will be the date on which all Parties have signed the Agreement ("Effective Date").

#### Recitals

The Homeless Management Information System (HMIS) is a shared human services database that allows authorized personnel at homeless and human service provider agencies throughout Multnomah, Clackamas, and Washington counties (collectively, the "Metro Region"), to enter, track, and report on information concerning individuals receiving social services from a Party, or from another human service provider operating within the Metro Region Continuums of Care (CoC) (each individual, a "Service Recipient"), and to share information, subject to appropriate interagency agreements, on common Service Recipients. The "Comp Site" is a comparable, yet separate database that is used exclusively by agencies or programs that are designated as victim service providers (VSP). The primary HMIS that is not designated for VSPs is referred to herein as the "Live Site". Both the Live Site and the Comp Site are instances of Community Services software (CSS), formerly "ServicePoint."

In addition, the entity that hosts CSS, WellSky, accesses, uses, and discloses data in the Live Site, including for Service Recipient matching and claims data sharing, and to facilitate billing, payments, or claims-related activities by any insurance provider, payer, or similar third-party to Clackamas, Multnomah, and Washington counties. This Agreement sets forth the terms under which Agency and their partners will access either the Live Site or the Comp Site (as designated below). For agencies using the Live Site, this Agreement also sets forth the terms under which the Parties share Service Recipient data within the Live Site.

VSPs needing access to both the Live Site and the Comp Site must sign one of these forms for each site to which they require access.

Agency is using this form to gain access to the (*select one option*):

- Live Site
- Comp Site

Human service providers, such as Agency, can use CSS to:

- Improve coordinated care for and services to persons experiencing or at risk of homelessness in the Metro Region,
- Provide a user-friendly and high-quality automated records system that expedites intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement, service-planning and governmental accountability in the Metro Region, and
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD), and other funders as needed.

In compliance with all state and federal requirements regarding Service Recipient confidentiality and data security, CSS is designed to collect and deliver timely, credible, quality data about services and persons experiencing or at risk of homelessness.

The Housing and Community Development Division (HCDD) serves as the HMIS Lead Agency for Clackamas County and, as such, is the lead entity for Clackamas County's use of the CSS Live Site, which is the primary HMIS software used by the Metro Region's CoCs. Multnomah County's Youth & Family Services, a division of the Department of County Human Services, serves as the Comp Site System Administrator for the Metro Region's CoCs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in this Agreement agree as follows:

## **I. Privacy and Confidentiality**

### **A. Protection of Service Recipient Privacy & Confidentiality**

1. The Parties will comply with all applicable federal and state laws regarding protection of Service Recipient privacy.
2. The Parties will comply specifically with federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of substance use disorder records, as applicable.
3. The Parties subject to the *Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164*, and corresponding regulations established by the U.S. Department of Health and Human Services (HIPAA), as a HIPAA covered entity, will comply specifically with HIPAA, as applicable.
4. The Parties will comply with all privacy and security rules specified in Oregon Revised Statutes chapter 646A.
5. The Parties will comply with the terms of the *Privacy & Security Notice* and all other policies and procedures established by the County pertaining to protection of Service Recipient privacy. (Agency: see Sections 8 and 10.3(n) the *CSS Policies & Procedures* for more information.)
6. Agency will publish a privacy notice that minimally contains and is consistent with the whole of the *Privacy & Security Notice*. Agency's privacy notice will describe the purposes for which it collects, uses and discloses any data it stores in HMIS. HCDD may restrict the degree to which an agency privacy notice can diverge from the *Privacy & Security Notice*.
7. Agency will post a sign at each intake desk (or posted or shared via alternative feasible means) that summarizes the reasons for collecting required data and allowable data uses and disclosures.
8. Agency staff will verbally explain the reasons for collecting required data and allowable data uses and disclosures to Service Recipients at intake.
9. Agency will provide a copy of its privacy notice to any person upon request.
10. Agency will offer to explain any information that a Service Recipient indicates they do not understand. Agency will arrange for a qualified interpreter/translator, if requested.
11. Agency must maintain permanent documentation of all privacy notice amendments.
12. Live Site Only: If Agency maintains a public web page, Agency will post the current version of its privacy notice on the web page.
13. Agency will allow Service Recipients to inspect and receive a copy of their own data upon request.
14. Agency will consider any request by a Service Recipient to correct or adjust data about themselves. Agency is not required to remove information about Service Recipients, but they may indicate that information is inaccurate or incomplete or supplement such information.

15. Live Site Only: The Parties will not solicit or enter information from Service Recipients into the Live Site if the information will be accessible by other Live Site participating agencies unless the individual has consented to such use and disclosure or it is required by the program, the funder, the HMIS Lead Agency HCDD and/or Multnomah County's Primary System Administrator or as otherwise permitted by law.
16. Live Site Only: The Parties will not divulge any confidential information received from the Live Site to any organization or individual without proper consent by the Service Recipient, unless otherwise permitted by the *Privacy & Security Notice* or applicable regulations or laws.
17. Agency will ensure that all Agency staff who receive direct access to CSS abide by the terms of this *Participation Agreement*, including all associated confidentiality provisions. Agency is responsible for oversight of its own related confidentiality requirements.
18. The Parties agree that each will ensure that all persons receiving direct access to CSS data will complete a formal training on privacy and confidentiality and demonstrate sufficient knowledge of that information, prior to accessing CSS.
19. The Parties acknowledge that ensuring the confidentiality, security and privacy of any information downloaded from the system is strictly the responsibility of the Party whose user downloads or directly receives said information.

#### **B. Interagency Sharing of Information (Live Site Only)**

1. All forms provided by the County regarding Service Recipient privacy and confidentiality are shared with Participating Agencies as generally applicable models that may require specific modification to meet each Party's specific rules. The Parties will review and revise all such forms as needed to assure that they are in compliance with all applicable laws, rules and regulations.
2. Agency's routine data sharing practices within CSS will be specified by Agency in the then current version of the Interagency CSS Data Sharing Specifications ("Data Sharing Specs") document, available below as **Exhibit A**.
  - a. The Data Sharing Specs may act as a standalone document.
  - b. The Data Sharing Specs may be signed once for all Agency programs.
  - c. The Data Sharing Specs may be signed separately for different Agency programs in the event that Agency's programs require different data sharing settings within CSS.
  - d. Agency will return completed Data Sharing Specs document(s) HCDD. Unless HCDD provides written permission for Agency to apply their own specified settings in HMIS, HCDD will set Agency's Data Sharing Specs.
3. Agency must receive and document informed consent from a Service Recipient, their parent or those authorized to sign on their behalf before sharing any of their identifying information with any third-party for any purpose that is not already allowable under the *Privacy & Security Notice*. Any consent forms used for data disclosures not allowable under the *Privacy & Security Notice* must contain terms substantially similar to the terms of this Agreement.
4. Agencies with whom Service Recipient information is shared by Agency are each responsible for obtaining appropriate consent(s) for any further sharing of Service Recipient records that is not already allowable under the *Privacy & Security Notice* or applicable law.
5. Each Party bears primary responsibility for oversight for all sharing of data it has entered or received from CSS or verified in CSS.
6. All collected release forms, either physical or digital, must be accessible to each Party, as needed. Release Forms will be made available to the County for periodic audits. Each Party will retain these Release Forms for a period of at least seven years, after which time the forms will be destroyed in a manner that ensures Service Recipient confidentiality is protected.



7. Service Recipients who decline to authorize the sharing of their information with other Participating Agencies cannot be denied services for which they would otherwise be eligible.
8. If a Service Recipient has previously permitted Agency to share information with other agencies within HMIS and then chooses to revoke some or all of that permission, Agency will contact partner agency/agencies at its discretion and explain that, at the Service Recipient's request, portions of that Service Recipient record will no longer be shared. County will then "lock" those portions of the record in HMIS impacted by the revocation, as necessary, thereby preventing other agencies' access to those portions.
  - a. Service Recipient consent or revocation of consent to share their data has no impact on the sharing of data points that are automatically shared globally in the HMIS implementation, as identified in the *Privacy & Security Notice* and the Data Sharing Specs.

### **C. Custody of Data**

1. Agency acknowledges, and County agrees, that Agency retains ownership over its own information stored outside of CSS. As between the Parties, the data inputted by the Agency into CSS is owned by the County. Provided, however, and to the extent permitted by applicable law, including but not limited to HIPAA, each Party grants to the other a non-exclusive, royalty-free, irrevocable license to use the data each stores in CSS for any lawful purpose, including compliance, reporting, research, analytics, and administration, and to authorize others to do the same on their behalf. This license will survive termination of this Agreement.
2. In the event that Multnomah County's Department of County Assets ceases to serve as the implementation administrator for CSS in the Metro Region, the custodianship of the data within CSS will be transferred to another organization for continuing administration, and Agency will be informed in a timely manner.

## **II. Data Entry and Regular Use of CSS**

1. Agency will abide by the most recent version of all applicable policies and procedures. Agency will remain informed of all CSS updates and policy changes.
2. Agency will comply with funder, federal, state and local requirements related to data collection, data entry, particularly with regard to data completeness, accuracy, timeliness and reporting. At minimum, data collection and entry requirements include the HUD Universal Data Elements (UDE) and funder-required Program Specific Data Elements (PSDE), unless such requirements are waived by funder and/or HCDD. See latest HUD Data Standards or reach out to HCDD for more information on UDE and PSDE.
3. If a Party identifies changes that it believes should be made to any data in CSS, the Party will follow the procedures for making changes to data that are set forth in the *CSS Policies & Procedures*.
4. Agency will routinely review the information it has entered into CSS. Agency will correct inaccuracies and any information that is inconsistent with established data standards and practices.
5. Agency will resolve outstanding corrective actions from County compliance monitoring activities.
6. Neither Party will knowingly provide the other with inaccurate information to be added to CSS.
7. Participating Agencies will provide accurate contact information to HCDD.
8. Agency will utilize CSS information and data for authorized business purposes only.
9. Agency will establish and maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) offer adequate IT, including hardware and software, to support its use of CSS; (ii) ensure the security and confidentiality of all used information systems, including CSS; (iii) protect against

- any anticipated threats or hazards to the security or integrity of the information systems; (iv) protect against unauthorized access, modification, or use of the information systems; (v) ensure the proper disposal of data stored or exchanged on the information systems; and (vi) ensure that all its employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.
10. Transmission of material in violation of any United States Federal or state regulations is prohibited.
  11. Neither Party will use CSS data with intent to defraud the federal, or any state or local government, or an individual entity, or to conduct any illegal activity.
  12. Agency agrees that HCDD, the local CoC Planning Committee, the Primary System Administrator or the Comp Site System Administrator may convene local or regional user meetings to discuss procedures, updates, technical assistance, training topics, policy and practice guidelines, data analysis, and software/hardware upgrades. Agency will designate at least one specific staff member, preferably in the Agency Administrator role, to regularly attend user meetings. See the *CSS Policies & Procedures* for more information about the Agency Administrator role.
  13. Agency will incorporate procedures for responding to Service Recipient concerns regarding use of CSS into its existing grievance policy.
  14. Agency will designate one or more representatives, as feasible, to relevant data-related meetings, as convened by County.

### **III. End Users**

1. Agency will identify and approve their own End Users. End Users are people who access and use CSS.
2. Unless waived in writing by HCDD, Agency will provide valid agency email addresses to all End Users.
3. Agency will confirm that all End Users within the agency have signed an EULA, read required policies and taken required training prior to accessing CSS.
4. Agency will notify HCDD about an End User's termination of employment as soon as possible following the termination.
5. Agency will designate at least one End User to be the "Agency Administrator" for Agency. Agency Administrators are end users working within a Participating Agency that hold additional administrative responsibilities with regard to the agency's use of CSS. These responsibilities are specified in the Roles & Responsibilities section of the *CSS Policies & Procedures*.
6. Unless otherwise waived by HCDD, Agency will ensure that all responsibilities of Agency Administrator(s), as delineated in *CSS Policies & Procedures*, are met.

### **IV. Publication of Reports**

1. Agency agrees that it may only publicly release aggregated information generated by CSS that is specific to its own services. Agency agrees to avoid any publication of non-aggregated Service Recipient data from CSS.
2. Agency acknowledges that the release of aggregated information will be governed through policies established by relevant committees operating at the implementation level for regional or statewide analysis and at the CoC-level for community-level analysis. Such information will include qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

### **V. Hold Harmless**

1. County and its CSS partners make no warranties, expressed or implied. Agency, at all times, will indemnify and hold County harmless from any damages, liabilities, claims, and expenses that may be claimed against Agency; or for injuries or damages to Agency or another party arising from participation in CSS; or arising from any acts, omissions, neglect, or fault of Agency or its agents, employees, licensees, or Service

Recipients; or arising from Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold County harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by WellSky, by Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. County shall not be liable to Agency for damages, losses, or injuries to Agency or another party other than if such is the result of gross negligence or willful misconduct of County. County agrees to hold the Agency harmless from any damages, liabilities, claims, or expenses caused solely by the negligence or misconduct of the County.

2. Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000). Said insurance policy shall include coverage of Agency's indemnification obligations under this Agreement.
3. Provisions of this Article IV shall survive any termination of the Agreement.

## **VI. Terms and Conditions**

1. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between Parties regarding access to data from CSS and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of the Agreement.
2. Agency shall not transfer or assign any rights or obligations under the Agreement without the written consent of the County.
3. The Agreement shall remain in force until revoked 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 the Agreement. Should such situations arise, WellSky may immediately suspend access to HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This Agreement may be modified or amended by written agreement executed by the Parties with 30 days advance written notice. Each Party agrees to provide written notification to the other within a reasonable time if the Party shifts responsibility for performances described in the Agreement from the departments or agency identified in the Agreement to another department, agency, or entity.
5. County may assign the Agreement upon due written notice to the Agency.

## ASSURANCE

[Name of Agency] assures that the following fully executed documents will be on file and available for review.

- The Agency's official Privacy Notice (along with any other confidentiality policies, if not contained in the *Privacy & Security Notice*)
- The Agency's grievance policy, including a procedure for external review
- A fully executed *End User License Agreement* for all CSS End Users
- Live Site Only: Executed CSS Service Recipient Release of Information forms
- Live Site Only: Other Executed Agency *Authorizations for Release of Information* as needed

IN WITNESS WHEREOF, the parties have entered into this Agreement:

**AGENCY:**

\_\_\_\_\_

**CLACKAMAS COUNTY:**

Live Site: Housing and Community Development Division  
Comp Site: MultCo Youth & Family Services

By: \_\_\_\_\_  
[Name of Agency Representative]

By: \_\_\_\_\_  
[Name of County or Comp Site System Administrator]

Title: \_\_\_\_\_  
[HMIS Administrator]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A INTERAGENCY CSS DATA SHARING SPECIFICATIONS

Complete this form to share or restrict different types of Service Recipient data for your agency. With exception to the data specified in the paragraph below, data shared by your agency are accessible within CSS to End Users working in other CSS-participating agencies in Multnomah County, so long as Service Recipients also consent to share their data through the locally approved modality.

**Some information must be shared within CSS, regardless of Service Recipient consent, in order to minimize the creation of duplicate records.** The following Service Recipient information is automatically shared with all CSS End Users in Clackamas, Multnomah and Washington Counties: First & Last Name, Name Data Quality, Social Security Number (if applicable), SSN Data Quality, Gender, Veteran Status, and Age.

See the *Privacy & Security Notice* for more information.

This form may be signed at the Agency level or for specific programs. Indicate the programs for which the following data sharing settings will apply. A separate form is required for remaining programs if this form is used to define sharing settings for specific programs.

- Use this form to define data sharing settings for all Agency programs.
- Use this form to define data sharing settings for only the following programs: *Identify the programs for which data sharing applies, if data will not be shared equally for all Agency programs:*

\_\_\_\_\_

**Select sharing settings for each of the following “Static” data elements.**

**Client Demographics**: Date of Birth, Date of Birth Type, Gender, Race, Ethnicity

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate regulations: \_\_\_\_\_

**Entry/Exit**: Entries to and exits from program(s)

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate regulations: \_\_\_\_\_

**Needs**: Includes needs, service transactions & referrals

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate regulations: \_\_\_\_\_

**Case Manager:** Name, login provider and phone number of identified case manager

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate regulations: \_\_\_\_\_

---

**Select sharing settings for “Dynamic” data elements.**

**Assessment Data:** Data points captured in assessments. Select only one option below.

- Share all** assessment data.
- Cannot share** assessment data due to regulations.

Indicate regulations: \_\_\_\_\_

- Share data from only the following assessments:**

Identify assessments to share: \_\_\_\_\_

\_\_\_\_\_

Rationale for limited sharing: \_\_\_\_\_

\_\_\_\_\_

## Exhibit C: Fee Schedule

Fees in the following schedule may be updated in accordance with Section 2 of the associated IGA.

**Proportional Allocation Method:** Clackamas is charged a proportion of total costs for several expense categories below. The proportion of costs is equivalent to the proportion of user licenses held by Clackamas at the date of invoice. The following license types are included in the proportion:

- Historical: Community Services - Per User Fee
- Historical: CS - Report User - Premium
- Historical: CS - Report User - Basic
- Integrated: Community Services - Per User Fee

Clackamas's share of these license types, among the total count of these license types, is used to calculate Clackamas's proportionate costs, where indicated below.

**Annual Invoicing:** All new, recurring, annual costs (e.g. new license purchases) will be invoiced immediately, according to the terms of the IGA, at a prorated rate for the current year. Ongoing, annual costs are invoiced annually on a regular schedule thereafter.

### Historical User Licenses (Invoiced Annually)

License Type	Cost per Unit	Unit
Community Services - Per User Fee - Tier V - Annual - Support/Maint./Hosting ONLY	\$125.00	Per license per year
CS - Report User - Premium w/Bandwidth	\$181.00	Per license per year
CS - Report User - Basic w/Bandwidth	\$98.00	Per license per year

**Description:** These licenses were inherited from the Portland Housing Bureau CSS implementation, as of 09/01/22. Any licenses purchased after 09/01/22 operate under the Integrated User Licenses cost model (see below). Community Services (CS) licenses under the Historical model were sold separately from Premium (formerly "ad hoc") and Basic (formerly "viewer") licenses.

**Cost Mechanism:** Clackamas will be invoiced for the direct cost of each license assigned to its license pool, as of the Wellsky invoice date.

### Integrated User Licenses (Invoiced Annually)

Integrated User Licenses	Cost per Unit	Unit
Community Services - Per User Fee - Tier V - Annual	\$200.00	Per license per year
CS - Report User - Premium w/Bandwidth (Included)	\$0.00	Per license per year
CS - Report User - Basic w/Bandwidth (Included)	\$0.00	Per license per year

**Description:** Any licenses ordered after 09/01/22 follow this cost model. Every CS license ordered will be accompanied by either a "Premium" or "Basic" reporting license at no additional cost.

Newly purchased licenses are invoiced at a pro rated price the month following the purchase. Licenses are charged annually for the full amount in subsequent years.

**Cost Mechanism:** Clackamas will be invoiced for the direct cost of each license assigned to its license pool, as of the Wellsky invoice date.

### Community Services Software (Invoiced Annually)

Component	Cost per Unit	Unit
CS - 211 LA County's Taxonomy	\$0.00	Per year
CS - SSL Certificate	\$0.00	Per year
CS - Module - Contact Center	\$5,250.00	Per year
CS - Module - Fund Manager	\$7,500.00	Per year
CS - Module - Eligibility	\$5,000.00	Per year
CS - Training Site w/Reporting	\$4,800.00	Per year
CS - Database Copy Fee	\$8,400.00	Per Year

**Description:** These are modules and services that the “Portland Metropolitan Area, Oregon” CS implementation has purchased. The Training Site w/ Reporting is not charged in the first year of the Wellsky contract. Additional charges will accrue for any additional modules and services purchased.

Newly purchased modules are invoiced at a pro rated price the month following the purchase. Modules are charged annually for the full amount in subsequent years.

**Cost Mechanism:** Proportional allocation method.

### One-Time New Implementation Fees

Component	Cost per Unit	Unit
Professional Services	\$39,937.50	One Time Only
Copy/Purge	\$24,500.00	One Time Only

**Description:** These are the fees associated with the launch of the new CS implementation. Professional services costs correspond to activities designated in the Wellsky Scope of Work for the new implementation. Additional service hours required for items not included in the Scope of Work but relating to the new implementation can be purchased at a rate of \$137.50 per hour.

**Cost Mechanism:** Proportional allocation method.

**Schedule:** Clackamas will pay 100% of the invoiced amount, in accordance with the terms of Section 2(b) of the associated IGA. There will be two invoices associated with these charges: one issued upon execution of the Wellsky MLSA and one issued upon completion of the Scope of Work associated with the creation of the new implementation. Each of these invoices will equal half the total cost.



## Ad Hoc Wellsky Professional Services

**Description:** Wellsky professional services may be performed on a time and materials basis at the current MLSA rate.

**Cost Mechanism:** Clackamas will pay 100% of the total costs for any professional services it requests independently of other CoCs. Costs will be split equally between all CoCs that request one or more professional services jointly.

## Primary System Administrator Compensation (Invoiced Annually)

Job Classification	Cost per Unit	Unit
Business Systems Analyst (exclusively the CSS Primary System Administrator)	\$156,343.50	Per year

**Description:** This is the overall cost for the compensation of the Multnomah Business Systems Analyst referred to in the associated IGA as the Primary System Administrator.

**Cost Mechanism:** Proportional allocation method.

## Ad Hoc Multnomah Staff Rates

Job Classification	Cost per Unit	Unit
Database Administrator	\$129.02	Per hour
Project Manager	\$123.43	Per hour
Business Systems Analyst (excluding CSS Primary System Administrator)	\$106.74	Per hour
Apps Developer	\$103.54	Per hour
Quality Assurance Specialist	\$99.67	Per hour

**Description:** Clackamas may utilize Multnomah County staffing for special projects. Any charges for special projects will be agreed to in advance and prior to work beginning.

**Cost Mechanism:** Clackamas will pay 100% of the total costs for any professional services it requests independently of other CoCs. Costs will be split equally between all CoCs that request one or more professional services jointly.

# Exhibit D: Administrative Agreement

## HCDD CSS HMIS Administrative Agreement

HMIS & Comp Site Implementations for Multnomah, Clackamas & Washington Counties

Last Updated 08/14/2023

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### 1. Introduction

The Homeless Management Information System (HMIS) was developed to meet data collection requirements made by the United States Congress and the Department of Housing and Urban Development (HUD). Congress passed this requirement in order to get a more accurate count of individuals who are unhoused and to identify the need for and use of different services by those individuals and families.

In addition to collecting information to provide to HUD and comply with law, we use HMIS to provide and coordinate services you provide and to carry out administrative functions related to those services, such as payment or reimbursement for services. We also produce summary statistical information on those who use our services and report this information through various means.

Multnomah, Clackamas, and Washington counties (referred to herein as “Parties”) have selected WellSky’s Community Services software (CSS), formerly known as “ServicePoint”, as the information system to support the region’s Continuums of Care (CoCs) HMIS instance.

### 2. Implementation-Level Administrative Entities

**Department of County Assets (DCA)** - Multnomah County’s DCA operates, supports and acts as custodian of the data in the CSS Live Site, supports the Comp Site and houses the Primary System Administrator role.

**Youth & Family Services (YFS)** - Multnomah County's YFS, a division of the Department of County Human Services, operates, supports and acts as custodian of the data in the CSS Comp Site and houses the Comp Site System Administrator role.

**Regional HMIS Council (RHC)** - RHC is responsible for the overall vision, strategic direction and governance of the HMIS (including both the Live Site and Comp Site). The purposes of this group are to:

- Represent the collective interests of participating CoCs
- Set strategic priorities
- Ensure resourcing of the system
- Review and approve implementation-wide decisions, including policies and procedures, as needed
- Oversee and act as the point of escalation for the Technical Change Control Board

The charter for the RHC is attached to this document. Please consult the charter and Section 6(a) of the HMIS IGA between Multnomah and your own county for more information on the RHC.

**Technical Change Control Board (CCB)** - The purposes of CCB are to:

- Implement, review & propose changes to implementation-wide policies & procedures
- Enforce change control
- Identify, discuss and navigate implementation-wide issues
- Select, curate and escalate issues to RHC
- Prioritize and select shared system monitoring and evaluation activities
- Ensure compliance to privacy, security and confidentiality protocols
- Develop, implement and monitor best practices for system, training and technical assistance and reporting

The charter for the CCB is attached to this document. Please consult the charter and Section 6(b) of the HMIS IGA between Multnomah and your own County for more information on the CCB.

### **3. Scope**

This document applies to all persons and organizations using a CSS instance that is supported by Multnomah County.

### **4. Governing Principles**

1. All aspects of the use and management of CSS will be informed by a racial equity lens, the pursuit of anti-racist systems and practices and the recognition of the ways in which data, data systems and their associated infrastructure can impact racism and racialized inequities among unhoused populations. The HMIS-participating, Tri-County CoCs are collaborative partners working together for the betterment of the communities they serve, in pursuit of a more just society and the goal of making homelessness rare, brief, and one-time. The Parties agree that a shared, coordinated, centralized HMIS is essential to the success of those goals.

2. All persons using CSS are expected to read, understand, and adhere to any current, applicable manuals, rules, policies and procedures, guides and tools, even when the materials do not provide specific guidance.
3. All information entered into CSS by service providers, their respective staff and End Users are bound by all applicable federal, state and local confidentiality regulations and laws that protect the Service Recipient, according to the organization's requirements, in accordance with the Agency CSS Participation Agreement.
4. All End Users are expected to read, understand, and adhere to the local *Privacy & Security Notice*. This document identifies and describes allowable data uses and disclosures, as well as Service Recipient privileges and rights in relation to those uses and disclosures and the data within CSS.
5. Service Recipient data is the most valuable and sensitive asset of CSS. These policies will ensure integrity of the data to the greatest extent possible and protect this asset from accidental or intentional unauthorized modification, destruction, uses or disclosures.
6. The availability of a centralized data repository, as provided by CSS, is necessary to optimize the achievement of care coordination and system/community wide aggregation of unduplicated statistics.
7. The Primary System Administrator, in collaboration with HMIS Lead Agencies, is responsible for ensuring the broadest deployment and availability for participating service providers.
8. Violation of the policies and procedures set forth in this document may include but are not limited to temporary or permanent suspension of your CSS access, loss of employment and/or legal action.

## 5. Definitions

- **Agency Administrator:** An End User working within a Participating Agency that holds special administrative responsibilities with regard to the agency's use of CSS. These special responsibilities are specified in the Roles & Responsibilities section below.
- **Agency CSS Participation Agreement:** See Section 7: Administrative Documents.
- **CoC Lead:** The entity responsible for the leadership and implementation of CoC system operations, planning, governance, designating an HMIS Lead Agency and designing a coordinated assessment system. CoC Leads operate at the County level.
- **Comp Site:** A database that is comparable to the Live Site but maintained as a separate site and that is used exclusively by victim service providers (VSP). The Comp Site to be used by the Parties is an instance of CSS. Unlike the Live Site, the Comp Site is subject to the regulations of the federal Violence Against Women Act (VAWA).

- **Comp Site System Administrator:** The person or people that are responsible for the overall success of the Comp Site implementation, for coordinating with and supporting VSPs and for the other activities described in the Roles & Responsibilities section below.
- **Continuum of Care (CoC):** This term has multiple meanings and is defined here only to clarify the definition of “HMIS Lead” below. Within the context of that definition, a Continuum of Care consists of one or more communities that collectively make up a given homeless service system. Three CoCs, Clackamas County (OR-507), Multnomah County (OR-501), and Washington County (OR-506), participate in two implementations – one for the Live Site and one for the Comp Site.
- **County System Administrator:** The person within a county’s HMIS Lead Agency who is responsible for the overall success of their county’s portion of the HMIS implementation, for coordinating with the Primary System Administrator, and for HMIS Lead Agency activities as described below in the Roles & Responsibilities section.
- **CSS Administrative Documents:** Documents that Participating Agencies must complete and/or use in order to comply with this document. See Section 7: Administrative Documents for a list and descriptions of these documents.
- **CSS Data:** Any personally identifying or de-identified Service Recipient data or associated metadata stored within or exported from CSS.
- **Data Quality (DQ) Plan:** A CoC-specific, community-wide plan to monitor and improve data quality for a given year. HMIS Leads are responsible for developing, implementing and updating DQ Plans. DQ Plans must be updated on an annual basis.
- **End User:** Anyone who accesses and uses CSS.
- **End User License Agreement (EULA):** See Section 7: Administrative Documents.
- **HMIS Lead Agency:** The recipient of the HMIS Grant, as designated by the CoC Lead. The primary entity responsible for managing HMIS on behalf of a given Continuum of Care and providing HMIS-related technical assistance to that Continuum of Care. For more information, see Roles & Responsibilities section for HMIS Leads below.
- **Interagency CSS Data Sharing Specifications:** See Section 7: Administrative Documents.
- **Live Site:** The primary CSS instance that is used by all homeless services agencies or programs that are not designated victim service providers (VSP).
- **Participating Agency:** Any organization that accesses and uses CSS. Participating Agencies are referred to as “covered homeless organizations” (CHOs) in the 2004 HUD Data & Technical Standards.

- **Primary System Administrator:** The person or people responsible for the overall success of the Live Site implementation, for coordinating with and supporting County System Administrators, HMIS Lead Agencies and Comp Site Administrators, as needed, and for the other activities described in the Roles & Responsibilities section below.
- **Privacy & Security Notice:** See Section 7: Administrative Documents.
- **Release of Information (ROI) form:** See Section 7: Administrative Documents.
- **SAP Business Objects (SAP BO):** The primary, integrated reporting and report development platform in CSS.
- **Service Recipient:** An individual receiving services from a Service Provider Agency and whose data is stored in CSS.
  1. For current HMIS Guides and Tools – including but not limited to the HMIS Data Standards Manual, HMIS Data Dictionary and 2004 HMIS Data and Technical Standards Final Notice – visit <https://www.hudexchange.info/hmis/guides/>.
  2. Refer to funder or program documentation for terms used by those funders or programs.

## 6. Equipment, Materials and Supplies

1. Participating agencies are responsible for providing their own technical support for all hardware and software systems used to access CSS.
2. All participating agencies must support minimum hardware and software requirements for workstations. Contact your local HMIS Lead Agency for more information, as needed.

## 7. Administrative Documents

1. Agency CSS Participation Agreement: Stipulates the conditions under which a signing agency agrees to participate in CSS and/or gain access to CSS data.
2. Interagency CSS Data Sharing Specifications: Enables the signing agency to specify which data will be shared with other HMIS participating agencies.
3. End User License Agreement (EULA): Stipulates the conditions under which a signing End User agrees to participate in HMIS.
4. Privacy & Security Notice: Stipulates allowable uses and disclosures of HMIS data for all end users and participating entities.

5. Releases of Information (ROI): Authorizations, whether verbal or written, that are provided by Service Recipients that allow Participating Agencies to disclose data to other agencies, where such disclosures are not already allowed by the community's Privacy Notice or applicable law.

## 8. Privacy, Confidentiality & Security

1. In general, system user roles and permissions will be selected to enable End Users to access the minimum data and system functionality necessary to successfully accomplish business operations that are relevant to their jobs. Additional access beyond the “minimum access necessary” may be granted in order to reduce the administrative burden associated with the various complexities of CSS data visibility.
2. Allowable uses and disclosures of CSS data must adhere to those specified in the *Privacy & Security Notice*, or as permitted under applicable law. The unauthorized use or disclosure of CSS data may be grounds for legal action.
3. All users and agencies are bound by all applicable federal, state and local confidentiality regulations and laws that protect Service Recipient data stored in and exported from HMIS or the Comp Site. All users and agencies will protect the confidentiality and security of Service Recipient data stored in and exported from HMIS.
4. Certain Service Recipient data is shared globally within CSS regardless of Service Recipient consent in order to prevent the duplication of Service Recipient records. See the *Privacy & Security Notice* or the Agency CSS Participation Agreement for more information about which data points are shared.
5. Except as permitted under applicable law and with exception to the data points that are shared globally within the Live Site, a Participating Agency must obtain Service Recipient consent to share data. That consent can be secured by one or more of the following means, per County-specific procedure:
  - (a) Written: signed release of information (ROI) kept in a local file
  - (b) Verbal: the client gives oral permission to the witness (agency staff)
  - (c) Inferred: Agencies can incorporate explicit language into their Privacy Notice that indicates inferred consent for specified data sharing. Additional policies regarding privacy notices must also be followed, as set forth in this document, as well as the Agency Participation Agreement and the EULA.Collect and maintain records of all client informed consents or release of information forms in accordance with HMIS policies and procedures.
6. In the event that a Participating Agency receives a subpoena for CSS data, the Participating Agency will immediately notify their HMIS Lead Agency, who in turn will immediately notify their legal counsel and the Primary System Administrator, who in turn will immediately notify their respective legal counsel. Counsel will review the validity of the subpoena and, once it is deemed valid, provide only the information explicitly identified. Hard copy releases are not

required in the event a valid subpoena is received unless the law prohibits disclosure of the information without a signed release.

7. Participating Agencies that manage their own user licenses will ensure that all End Users are issued a unique User ID and password for CSS.
8. Participating Agencies that do not manage their own user licenses are responsible for contacting their HMIS Lead Agency regarding the addition, modification or revocation of user licenses in a timely manner. Participating Agencies that manage their own user licenses are responsible for the addition, modification or revocation of their own user licenses in a timely manner.
9. Participating Agencies are responsible for ensuring that all End Users receive appropriate CSS privacy, security, confidentiality and other required training. Please contact your HMIS Lead Agency with any questions about required training.
10. Privacy rules, including but not limited to those under HIPAA, 42 CFR Part 2, FERPA, COPPA and VAWA may take precedence over HMIS privacy standards. If applicable, agencies covered by such regulations must abide by those regulations.
11. The creation and use of anonymous records should be used only if absolutely necessary, as such practices can inhibit the accuracy of analyses that require deduplication of Service Recipient records. Please contact your HMIS Lead Agency or the Primary System Administrator to discuss alternatives.
12. Prior to accessing HMIS and CSS, the Parties and all participating agencies must verify that appropriate risk management techniques, including administrative, technical, and physical safeguards, have been implemented on all systems and devices that will be used to access CSS to protect and ensure the security of and continuity of access to CSS.
13. End Users may access CSS from web-capable devices – both on agency premises or at remote locations – that have been approved by their Participating Agency.
14. Prior to accessing CSS, all End Users must sign an End User License Agreement that is approved by their HMIS Lead Agency. HMIS Lead Agencies may require EULAs to be renewed periodically.
15. Before staff from a given agency may access CSS, a qualified stakeholder from that agency must read, understand and sign a CSS Agency Participation Agreement that is approved by the HMIS Lead Agency. HMIS Lead Agencies may periodically require renewed CSS Agency Participation Agreements.

## **9. Reports / Data Submissions**

1. Aggregate reporting and analysis is done on a regular basis without notification. This includes but is not limited to reporting and analysis at the continuum/community level.



2. With exception to Comp Site data, electronic transfers of data either into or out of CSS may occur at any time. Transfers of non-aggregate data, whether personally identifying or de-identified, to third parties require approval and appropriate agreements.
3. All published, summary data and other statistical information must comply with the *Privacy & Security Notice*.
4. Access to Service Recipient data by Participating Agencies and their End Users will be limited based upon allowable visibility settings, as set forth by the HMIS Lead Agency, the *Privacy & Security Notice*, and Participant ROIs, as applicable.
5. The general public can request non-identifying aggregate and statistical data by submitting a data request. HMIS Lead Agencies should be contacted for any public request. Implementation-wide aggregate report requests should be sent to the Primary System Administrator.
6. The Primary System Administrator will notify and coordinate with County System Administrators as needed for any implementation-wide, aggregate report requests.
7. Non-identifying aggregate and statistical data may be removed from data deliverables if they represent a quantity that the preparer deems likely to make reidentification of a given individual feasible.
8. End Users should avoid storing the personally identifying information of Service Recipients on local drives (i.e. to your device). If Service Recipient data is saved to a local drive, that data must be securely deleted as soon as possible once the data is no longer being actively used.
9. HMIS Lead Agencies or the Primary System Administrator may run reports for research, analysis, program evaluation or monitoring purposes. Personally, identifying data will never appear on a research report.
10. HMIS Lead Agencies or the Primary System Administrator may share de-identified data with third parties for research, analysis, or program evaluation purposes.

## **10. Roles & Responsibilities**

1. **End User:** For End User roles & responsibilities, see the EULA.
2. **Agency Administrator**

All subsequent Agency Administrator roles & responsibilities herein should be considered an ideal fulfillment of the role and may not be feasible or indicated in all circumstances. In situations where staff capacity is insufficient or where the County System Administrator

allows for a different set of Agency Administrator roles & responsibilities, some of the below may not apply.

- a. Agency Administrators will observe and enforce all End User responsibilities, as indicated in the End User License Agreement.
- b. Agency Administrators will observe and enforce all Participating Agency responsibilities for their Agency, as specified in this document.
- c. Agency Administrators will use CSS's Agency News functionality to share information with their own agency's End Users.
- d. Agency Administrators will act as the first level of CSS administration and support for their own Participating Agency.
- e. Unless otherwise provided by the HMIS Lead Agency, Agency Administrators are responsible for the initial training of new End Users in their agency.
- f. Agency Administrators are responsible for monitoring all End User access and CSS use within their own agency.
- g. Agency Administrators will regularly run and review audit reports to ensure policies are being followed by staff.
- h. Agency Administrators will coordinate and collaborate with their designated HMIS Lead Agency or Comp Site System Administrator for technical assistance as needed.
- i. Capacity allowing, Agency Administrators will fulfill SAP BO report creation, update and maintenance requests for their Agency's stakeholders.
- j. Agency Administrators will submit SAP BO report development requests that they are not able to fulfill themselves to their HMIS Lead Agency.

**3. Participating Agency:** For Participating Agency roles & responsibilities, see the Agency CSS Participation Agreement.

#### **4. HMIS Lead Agency**

- a. HMIS Lead Agencies will coordinate and collaborate with the Primary System Administrator for technical assistance and support as needed.
- b. HMIS Lead Agencies will coordinate and collaborate with their CoC Lead as needed to maintain compliance with all relevant regulations for which the CoC is responsible.
- c. HMIS Lead Agencies will monitor CSS for compliance with HUD requirements and federal, state and local laws. HMIS Lead Agencies will communicate discrepancies with the Primary System Administrator.

- d. HMIS Lead Agencies will provide staffing, facilitation, project management and leadership for CoC-level HMIS operations, projects, governance and required federal, state and local reporting.
- e. HMIS Lead Agencies will convene Agency Administrators and/or other key stakeholders periodically to address operational issues impacting their shared CoC.
- f. HMIS Lead Agencies will create and maintain CoC-specific CSS Administrative Document templates, as needed.
- g. HMIS Lead Agencies may restrict the degree to which an agency privacy notice can diverge from the *Privacy & Security Notice*.
- h. HMIS Lead Agencies will be collector, keeper and monitor of signed CSS Administrative Documents, unless otherwise agreed upon in writing by the HMIS Lead Agency and the Primary System Administrator.
- i. HMIS Lead Agencies will create and maintain local project documentation.
- j. HMIS Lead Agencies will monitor and manage data quality for local jurisdiction, including creation, maintenance of and adherence to the CoC's Data Quality Plan.
- k. HMIS Lead Agencies will create, update and monitor CoC-specific data standards, as needed.
- l. HMIS Lead Agencies will adhere to and enforce all federal, state and local HMIS standards and rules within CoCs.
- m. HMIS Lead Agencies will provide corrective action plans to Participating Agencies that do not meet minimum standards, as identified through compliance monitoring activities.
- n. HMIS Lead Agencies will resolve and/or work with Agency Administrators and/or other End Users to resolve outstanding corrective actions from HMIS Lead Agency or Primary System Administrator monitoring.
- o. HMIS Lead Agencies will grant, monitor, and revoke End User licenses for their own CoC's End Users.
- p. HMIS Lead Agencies will revoke or update End User CSS licenses as soon as possible following an End User's change in role or termination of employment.
- q. Unless otherwise delegated to approved Agency Administrators, HMIS Lead Agencies will develop, deliver, and monitor completion of all needed End User training within their own CoC.
- r. Unless otherwise delegated to approved Agency Administrators, HMIS Lead Agencies will confirm that all End Users have signed a EULA and have completed all required training prior to receiving access to CSS.

- s. HMIS Lead Agencies will provide technical assistance to End Users within their CoC, sometimes referred to as “refresher training”, unless otherwise provided by Agency Administrators.
- t. HMIS Lead Agencies will notify the Primary System Administrator of any CoC-specific CSS customizations.
- u. HMIS Lead Agencies will answer questions comparable to those in Appendix A below prior to adding or changing questions in CSS.
- v. Unless otherwise delegated to approved Agency Administrators, HMIS Lead Agencies will create and manage HMIS providers and associated workflows within their own CoC as needed. HMIS Lead Agencies must review for accuracy all HMIS providers created by Agency Administrators.
- w. HMIS Lead Agencies will monitor, manage, and troubleshoot HMIS End User and provider visibility settings, structures and associated issues.
- x. HMIS Lead Agencies will configure visibility settings to ensure access only to minimum data necessary for successful business operations for all End Users.
- y. HMIS Lead Agencies will promote and uphold best principles and practices with regard to managing the system, including sustainability and scalability via the standardization and optimization of workflows, naming conventions and reports, where possible. HMIS Lead Agencies will strive to minimize unnecessary complexity and the creation of redundant data elements, workflows and reports.
- z. HMIS Lead Agencies will create local documentation, including policies and procedures, agreements, etc., as needed, that are comparable to corresponding documents created by the Primary System Administrator and align with HMIS and Coordinated Entry best practices.
- aa. HMIS Lead Agencies will report any unauthorized data access, use or disclosure, anomalous activity or non-compliant behavior with regard to CSS to the Primary System Administrator. HMIS Lead Agencies will coordinate suitable responses according to specified protocols.
- bb. HMIS Lead Agencies will fulfill or oversee the fulfillment of any SAP BO report creation, update or maintenance requests that Agency Administrators within the same CoC cannot fulfill themselves.
- cc. HMIS Lead Agencies must designate at least one person as a County System Administrator.
- dd. The HMIS Lead Agency may designate no more than two people as County System Administrators. A second County System Administrator requires written permission from the Primary System Administrator.

## **5. County System Administrator**

- a. County System Administrators will be situated within HMIS Lead Agencies.
- b. County System Administrators are responsible for the fulfillment of all responsibilities of their own HMIS Lead Agency.
- c. County System Administrators will act as the lead liaison with the Primary System Administrator on behalf of their CoC.
- d. If more than one person within a HMIS Lead Agency is designated as a County System Administrator:
  - i. Unless otherwise approved in writing by the Primary System Administrator, only one County System Administrator will be granted a System Administrator 2 license.
  - ii. Only one will be regarded as the lead liaison with the Primary System Administrator on behalf of their CoC.

## **6. Comp Site System Administrator (Comp Site Only)**

- a. The Comp Site Administrator will coordinate and collaborate with the HMIS Lead Agencies and/or Primary System Administrator for technical assistance as needed.
- b. The Comp Site Administrator will monitor CSS for compliance with HUD requirements and federal and state laws and will communicate discrepancies with the Primary System Administrator.
- c. The Comp Site Administrator will coordinate with HMIS Lead Agencies and contribute as needed to CoC-level operations, projects, governance and required federal, state and local reporting.
- d. The Comp Site Administrator will convene Agency Administrators and/or other key stakeholders periodically to address operational issues impacting the Comp Site.
- e. The Comp Site Administrator will coordinate with the HMIS Lead Agencies and/or the Primary System Administrator as needed to create and maintain CoC-specific CSS Administrative Document templates.
- f. The Comp Site Administrator will be collector, keeper and monitor of signed CSS Administrative Documents for the Comp Site, unless otherwise agreed upon by the HMIS Lead Agency and the Primary System Administrator.
- g. In coordination with the County System Administrator(s), the Comp Site Administrator will coordinate with VSPs to monitor and manage data quality.
- h. The Comp Site Administrator will coordinate with the HMIS Lead Agencies to create, update and monitor CoC-specific data standards, as needed.

- i. The Comp Site Administrator will ensure adherence to and enforcement of all applicable Comp Site standards and rules within CoCs.
- j. The Comp Site Administrator will coordinate with the HMIS Lead Agencies to provide corrective action plans to Participating Agencies that do not meet minimum standards in the Comp Site, as identified through monitoring activities.
- k. The Comp Site Administrator will coordinate with the HMIS Lead Agencies to resolve and/or work with Agency Administrators to resolve outstanding corrective actions from the last Comp Site Administrator monitoring.
- l. In coordination with the County System Administrator(s), the Comp Site Administrator will grant, monitor and revoke End User licenses for the Comp Site.
- m. Unless otherwise delegated to approved Agency Administrators, the Comp Site Administrator, in coordination with the County System Administrator(s), will develop, deliver and monitor completion of all needed End User training for the Comp Site.
- n. Unless otherwise delegated to approved Agency Administrators, the Comp Site Administrator will confirm that all End Users have signed a EULA and have completed all required training prior to receiving access to the Comp Site.
- o. The Comp Site Administrator will provide technical assistance to Comp Site End Users, sometimes referred to as “refresher training”, unless otherwise provided by Agency Administrators.
- p. In coordination with the County System Administrator, the Comp Site Administrator will create and manage Comp Site providers and associated workflows.
- q. The Comp Site Administrator will coordinate with the HMIS Lead Agencies and the Primary System Administrator to promote and uphold best principles and practices with regard to managing the system, including sustainability and scalability via the standardization and optimization of workflows, naming conventions and reports, where possible.
- r. The Comp Site Administrator will report any unauthorized data access, use or disclosure, anomalous activity or non-compliant behavior with regard to Comp Site to the Primary System Administrator, and will coordinate suitable responses according to specified protocols.

## **7. Primary System Administrator**

- a. The Primary System Administrator will be the primary liaison with and monitor of WellSky, the CSS vendor.
- b. The Primary System Administrator will monitor CSS for HUD and all other required compliance and communicate discrepancies with WellSky.

- c. The Primary System Administrator will be accountable for the evaluation and overall success of the Live Site implementation and will coordinate with the Comp Site System Administrator to ensure overall success of the Comp Site.
- d. The Primary System Administrator will staff, facilitate and lead implementation-level operations, projects, system evaluation, and governance of the Live Site.
- e. The Primary System Administrator will promote and uphold best principles and practices with regard to managing the system, including sustainability and scalability via the standardization and optimization of workflows, naming conventions and reports, where possible. The Primary System Administrator will strive to minimize complexity and the creation of redundant data elements, workflows and reports.
- f. The Primary System Administrator will provide change management, communication and facilitation to HMIS Lead Agencies and the Comp Site System Administrator as needed for a variety of CSS related issues including but not limited to CSS updates, fixes, HUD data standards updates and HUD reporting milestones.
- g. The Primary System Administrator will provide technical assistance, administrative support - including SAP BO report development - and training, as needed, to HMIS Lead Agencies and the Comp Site System Administrator.
- h. The Primary System Administrator will create and maintain implementation-level CSS Administrative Document templates.
- i. The Primary System Administrator will monitor, enforce compliance with and keep implementation-level privacy, security and confidentiality requirements for the Live Site and will keep implementation-level policies and procedures and intergovernmental agreements for both the Live Site and Comp Site.
- j. The Primary System Administrator will provide corrective action plans to HMIS Lead Agencies and/or Participating Agencies that do not meet minimum standards, as identified through monitoring activities.
- k. The Primary System Administrator will procure/renew CSS licensing and End User licenses.

## **Appendix A:**

### **Suggested Questions for Adding or Making Changes to Local Data Elements**

The Primary System Administrator recommends that staff seeking to create or update data elements in the Live Site answer each of the following questions as completely as possible and share them with the County System Administrator in advance of implementation. Although answering these questions is not technically required, the successful implementation of any question in the system does require answers to many of the questions below. The Primary System Administrator recommends that staff also answer the Equity Lens questions (see Appendix B below) as part of this exercise.

- Would this be a new question or a change to an existing question?
- How would the question be asked? What are the answer options?
- What is the impetus/motivation for the request? Who is making the request?
- What are the research questions you're looking to answer by adding this element?
- Would the data collection requirement be system wide or aligned to a particular program, program type and/or funding source? If so, which one(s)?
- From which Household members will the element be collected (e.g., adults only, HOHs only, all participants)?
- Would this replace any existing question and/or support an existing question? If so, which?
- Would the question be collected at program entry, interim update, at exit or a combination thereof? Would it be collected one time or multiple times?
- What helper text would go along with the question?
- In which assessment(s) would this question be located?
- How would the question be integrated into existing workflows?
- What is the "line drawn in the sand" for this data element? (i.e., the date on which either all new or all existing clients must have the question answered)
- Is there a data collection/entry burden for providers?
- Would new training materials be necessary or useful to clarify the data element? If so, how?
- Will your HMIS Lead Agency have sufficient capacity to provide training and/or monitor data quality?
- Does this new element need to be reportable? If so, please describe whether a new report or update of an existing report is required.
- If report development is necessary, is there capacity to do it?
- What is the timeline for implementation?



## Appendix B: Equity Lens Questions

The following questions were adapted from the Multnomah County Joint Office of Homeless Services Racial Equity Lens Tool.

- How is data and historic experience informing decision making? How are you collecting, reviewing, and analyzing demographic data to inform the proposal?
- Who will benefit from or be burdened by the proposal? Identify impacted communities and groups.
  - Which group(s) may experience disparities related to the proposal?
  - What are the racial demographics impacted by the proposal?
  - What intersectional identities will be impacted by the proposal?
  - Will the proposal have different impacts within different geographic areas?
  - Are those most burdened, represented at the decision-making table? (If not, why not?)
- How have communities and stakeholders been engaged? What was the objective of the engagement? What opportunities exist to expand or enhance community and stakeholder engagement and input?
- Please share any systemic barriers or possible unintended consequences that have been identified related to this project or process.
- Based on the above responses, what are possible revisions to the proposal under consideration? What other processes in this proposal will need a racial equity lens tool application? When will the racial equity lens be applied during these processes?

### Revision History

Date of Update	Person Making Update	Revision
8/14/23	E. Fernald	<b>Format &amp; grammar changes only</b>
06/13/23	S. Richard	<p><b>Section: 8.2</b>  <b>Was:</b> "...specified in the <u>county-specific</u> Privacy &amp; Security Notice..."  <b>Edited to:</b> "...specified in the Privacy &amp; Security Notice..."</p> <p>---</p> <p><b>Section: 10.4.h</b>  <b>Was:</b> "...agreed upon by the HMIS Lead..."  <b>Edited to:</b> "...agreed upon <u>in writing</u> by the HMIS Lead..."</p>
06/06/23	S. Richard	<p><b>Section: 5. Definitions - Definition for "CSS Administrative Documents"</b>  <b>Was:</b> "...Participating <u>Service Provider</u> Agencies must complete..."  <b>Edited to:</b> "...Participating Agencies must complete..."</p>

## Exhibit E: CSS End User License Agreement



### Community Services Software | Clackamas County Housing and Community Development Division (CSS End-user License Agreement (EULA))

Your Agency: \_\_\_\_\_ Your Email: \_\_\_\_\_

- The email address provided above is valid.

People with access to Wellsky's Community Services software (CSS), formerly "ServicePoint", are referred to in this document as "End Users." All End Users are subject to the responsibilities specified below. Clackamas County Housing and Community Development Division (HCDD) is the HMIS Lead Agency for the Oregon-507 (Clackamas) Continuum of Care (CoC), referred to in this document as "HMIS Lead Agency".

#### CSS End User Roles & Responsibilities

1. End Users must provide a valid email address to the HMIS Lead Agency or Primary System Administrator for communication and End User profile setup purposes.
2. End Users will be familiar with and abide by all applicable federal, state and local data collection requirements, data standards, data completeness, accuracy and timeliness requirements, privacy and confidentiality rules and policies and procedures for HMIS and CSS.
3. Passwords
  - a. End Users will access CSS only with their own unique username and password and keep this information private and secure.
  - b. End Users will password protect all electronic files (e.g., .csv, .xls or .xlsx, .doc or .docx, etc.) containing personally identifying information ("PII") about Service Recipients. Files containing only the numeric client record number do not need to be password-protected.
  - c. End Users will not email passwords along with attached, password-protected files.
  - d. End Users will use strong passwords or passphrases for protection of files, devices and CSS access.

- e. End Users will not write passwords down or save passwords in internet browser auto-complete settings.
  - f. Should dual factor authentication become available for CSS, End Users will use that in conjunction with strong passwords or passphrases.
  - g. End Users will utilize password protected lock screens when stepping away from any device being used to access CSS.
4. End Users will store or dispose of all hardcopy and electronic records containing client information in a manner that protects client's privacy and confidentiality.
  5. End Users will avoid storing personally identifying information of Service Recipients on their local computer drive.
  6. End Users will log out of CSS when not actively using the system.
  7. End Users will only collect, enter, update and extract data that correspond to actual service provision of their Participating Agency within the approved area of service. End Users will never knowingly enter inaccurate data or alter accurate data. Verifiable third party documentation is recommended, where indicated, before updating existing data.
  8. End Users will only access CSS and the data therein, including client profiles, to successfully accomplish business operations that are relevant to their jobs. End Users will only access the minimum data necessary to accomplish authorized business purposes.
  9. End Users will only access CSS from Agency-approved devices.
  10. End Users will not use CSS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
  11. End Users will not use or otherwise manipulate CSS in a manner intended to alter, harm, damage, or otherwise cause changes to the system that impair its functionality.
  12. End Users will not enter profanity, offensive language or discriminatory comments based on any protected classification into CSS. Protected classifications include but may not be limited to race, ethnicity, religion, national origin, ancestry, disabling condition, age, gender or sexual orientation.
  13. End Users will only enter non-confidential information to the "Client Notes" section and comparable sections of the Client Profile.

14. End Users will report any unauthorized data access, use or disclosure, anomalous activity or non-compliant behavior with regard to CSS to Agency Administrator, County System Administrator, Primary System Administrator and/or Comp Site System Administrator, as indicated.
15. End Users will proactively monitor and improve data quality, with a particular focus on data quality that is below data quality benchmarks, as specified by funder requirements and the CoC-specific Data Quality Plan.
16. End Users will follow data entry timeliness requirements, as set forth by their community's HMIS Lead Agency.
17. End Users will coordinate and comply with instructions from Agency Administrator, HMIS Lead Agency and/or Primary System Administrator to regularly monitor and improve data quality, specifically with regard to data completeness, accuracy and timeliness.
18. End Users will coordinate and collaborate with their designated Agency Administrator(s) and/or HMIS Lead Agency for technical assistance as needed.
19. End Users will explain any information in their agency's privacy notice that a service recipient does not understand. End Users will provide a copy of its privacy notice to any service recipient upon request.
20. Unless otherwise allowed by the *Privacy & Security Notice* and the community CSS Policies & Procedures, End Users will receive informed consent from service recipients, their parent or those authorized to sign on their behalf, as documented in a Release of Information form, prior to disclosing any CSS data or enabling CSS data sharing to End Users in other agencies.
21. End Users will notify their Agency Administrator and/or HMIS Lead Agency if they leave the position that authorizes their access to CSS.

### **Acknowledgements**

- I have read, understand and will abide by the terms of this document.
- I have read, understand and will abide by the terms of my community's CSS Policies & Procedures document.
- I have read, understand and will abide by my Agency's Privacy Notice.
- I acknowledge that noncompliance with the above roles & responsibilities may be grounds for suspension or termination of my employment and/or CSS access.
- I acknowledge that the terms of this agreement will survive the termination of my employment with the Agency identified above.

- I acknowledge that future versions of this agreement will supersede this agreement.
- I acknowledge that this agreement may be renewed periodically based upon the needs of the HMIS Lead Agency or the Primary System Administrator.

**End-user Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This agreement should be kept on file at the Agency and shared with the HMIS Lead Agency or Primary System Administrator upon request. Forms for individuals no longer employed by the Agency should be kept on file for seven years following the date of termination. The Primary System Administrator or HMIS Lead Agency may monitor compliance at any time.

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*Internal Use Only:*

**Login name:** \_\_\_\_\_ **Login Provider:** \_\_\_\_\_

**Access Level:** \_\_\_\_\_ **Premium License:** \_\_\_\_\_

**Clackamas County Housing and  
Community Development Division  
Public Services Bldg.  
2051 Kaen Rd.  
Oregon City, OR 97045**