

# NW Social Service Connections/Washington County-DHS Agency Participation Agreement

This Agreement is entered into on \_\_\_/\_\_\_/\_\_\_\_\_(MM/DD/YYYY) between NW Social Service Connections CMIS/HMIS, the Washington County Department of Housing Services (WC-DHS) and \_\_\_\_\_ (Organization Name/Participant).

NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple of key stakeholder's<sup>1</sup> implementation of Client Management Information System (CMIS) and Homeless Management Information System (HMIS) used to record and share information among service-providers pertaining to services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. ServicePoint is an information system that provides standardized assessment of a Client needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the PHB in partnership with key stakeholder<sup>1</sup> organizations, including Washington County Department of Housing Services pursuant an Intergovernmental Agreement with PHB. The NWSSC System Administrators are ServicePoint dedicated program staff with PHB. Additionally, Washington County Department of Housing Services is identified as a key stakeholder<sup>1</sup> organization with staff functioning as a local ServicePoint System Administrator.

Any documentation, agreements, policies and forms created for use with NWSSC CMIS/HMIS must incorporate all NWSSC policies, agreements, and documents and be no less restrictive.

In this agreement, "Participant" is an Organization that uses ServicePoint and "Client" is a consumer of services.

This agreement is between WC-DHS and \_\_\_\_\_(Participant). Additional organizations may join HMIS in accordance with the NWSSC and WC-DHS HMIS Policies and Procedures.

1. **Consideration.** Participant agrees to pay WC-DHS an annual software support charge for each year the Participant uses the CMIS/HMIS. The annual software charge is established by the City of Portland, Portland Housing Bureau. Payments are due within thirty (30) days of invoice.
2. **Operating Policies:** Each Participant agrees to follow and comply with all HMIS Data Standards, policies and procedures, which may be modified at any time by NWSSC CMIS/HMIS System Administrators and the WC-DHS System Administrator.
3. **Technical Support:** Mediware is providing hosting services for NWSSC and Service Point. Mediware provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Mediware will provide continuing technical support as related to the ServicePoint system. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, NWSSC and WC-DHS HMIS System Administrators will revoke Participant user licenses. Mediware shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.

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<sup>1</sup> Contact City of Portland, Portland Housing Bureau for a complete list of key stakeholders.

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- 4. Computers:** Security for data maintained in NWSSC CMIS/HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS. <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>. NWSSC and WC-DHS may add additional standards and will provide notice(s) to Participants if this occurs.
- 5. Training:** The Participant is responsible for all training related to basic computer skills as well as confidentiality and ethics training. The NWSSC and WC-DHS System Administrators shall assure the provision of any training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable, due to staff changes and changes in technology.
- 6. Data:** The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions on the release of or sharing of records that the Client has requested. Each Participant must also keep on file all Release Of Information (ROI) forms, including WC-DHS HMIS Client Consent to Share forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the WC-DHS System Administrators with the appropriate ServicePoint Data. Violation of any of the above sections by a Participant is a material violation of this agreement.

If this agreement is terminated, the NWSSC and WC-DHS System Administrators shall provide the Participant with an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue to have a right to use all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/ HMIS application.

- 7. Confidentiality of Information:** Each Participant understands and agrees that participation in the NWSSC CMIS/ HMIS system will make confidential information in the Client Profile available to other Participants as outlined in the NWSSC/WC-DHS HMIS Policies and Procedures. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection for their ServicePoint users.

If a Client withdraws their consent for the sharing of their information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and WC-DHS System Administrators of the termination in accordance with Section 13 of this agreement. System Administrators and remaining Participants shall continue to have a right to use all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

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Aggregate data may be made available by HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning and research activities.

All data entered into ServicePoint shall be maintained in the ServicePoint system for at least seven years after being entered or after last being modified.

8. Transferability: No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation or in any other manner, unless the System Administrators or the ServicePoint Policy Committee grants approval.
9. Mutuality: This agreement applies to, amongst and between each individual Participant, WC-DHS, PHB, and the NWSSC key stakeholders.
10. Limitation of Liability and Indemnification: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parties only and that this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorneys fees which may arise from that party's negligent, or intentional acts or omissions under this agreement.

11. Limitation of Liability: PHB, Key Stakeholders<sup>1</sup>, and WC-DHS shall not be liable to any Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. The parties agree to cooperate in making best efforts to restore any services that have ceased, been delayed or interrupted for any reason including but not limited to any malfunction of hardware, software or equipment. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the WC-DHS System Administrator, PHB, Key Stakeholders<sup>1</sup>, and other Participants.
12. Disclaimer of Warranties: The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.
13. Term and Termination: This Agreement shall remain in-force until revoked in writing by either party upon 30 days advance written notice to the other party.
14. Amendments and Waivers: This agreement may be unilaterally modified or superseded by any additional or alternative agreements presented by PHB, Key Stakeholders and WC-DHS. This agreement cannot be altered or modified except in writing signed by the Participant and WC-DHS. No waiver of any right under this agreement is effective except by a writing signed by the Participant and WC-DHS. No waiver or breach shall be considered a waiver or breach of any

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other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the NWSSC or WC-DHS System Administrators of any breach or waiver of a breach.

15. Notices: All notices, between Participant and System Administrators, under this agreement must be in writing and mailed to the parties at least ten (10) business days in advance unless otherwise provided for in this agreement.
16. Scope of Agreement: This agreement, together with the Security Addendum, Inter-Agency Data Sharing Agreement for Agencies in Washington County, and the HMIS Policy and Procedures and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
17. Applicable Law: This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Washington County, Oregon.
18. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD), Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the **Notice to Clients of Uses & Disclosures**, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent to Release of Information for Data Sharing in Washington County and other agency Release Of Information forms. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

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## ASSURANCE

\_\_\_\_\_ (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The official Notice to Clients of Uses & Disclosures, Privacy Notice to Clients.
- Executed Client Consent to Release of Information for Data Sharing in Washington County, Oregon form.
- Executed Inter-Agency Data Sharing Agreement for Agencies in Washington County, Oregon.
- Executed Organization Authorizations for Release of Information, as needed.
- Certificates of Completion for required training for all HMIS Users.
- A fully executed User Agreement for all HMIS Users.
- A current copy of the WC-DHS HMIS Policy and Procedures.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date (mm/dd/YYYY)

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## Inter-Agency Data Sharing Agreement for Agencies in Washington County, Oregon

Agency Name/Participant: \_\_\_\_\_

### Definition:

The Agency entering into this Agreement is the "Participant"; Any individual receiving services is "Client".

### Background Information:

NW Social Service Connections' Client/Homeless Information System (NWSSC CMIS/HMIS) is a computer system that is used to collect and share information on homelessness and other challenges in Washington County. The information gathered by NSWWC CMIS/HMIS, in addition to creating an unduplicated count of the homeless and other populations, and producing aggregate information that will assist in developing policies to end homelessness and other issues, helps agencies plan and deliver services that help people in need. By sharing information with each other, participating agencies are able to streamline service delivery by tracking services and referrals provided to the persons they serve.

### Participant Agreement:

The Participant agrees to share Client data among participating agencies via the NWSSC CMIS/HMIS for the purposes outlined below. This process can benefit Clients by eliminating duplicate intakes. Intake and exit interviews can be shared, with client consent, between participating agencies. Each participating agency must complete and comply with the Agency Participation Agreement and the HMIS Policies and Procedures. Each individual HMIS User must complete and comply with the HMIS User Agreement and HMIS Policies and Procedures. These documents are available upon request or on the website at <http://www.co.washington.or.us/Housing/EndHomelessness/hmis.cfm>.

### Uses of CMIS/HMIS Data:

- Coordinate services for families and individuals experiencing homelessness or other challenges in Washington County.
- Understand the extent and the nature of homelessness in Washington County.
- Evaluate performance and progress toward community benchmarks.
- Improve the programs and services available to Washington County residents experiencing homelessness or other challenges.
- Improve access to services for all Washington County homeless and other populations in need.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that services are targeted to those most in need, including "hard to serve" populations.
- Ensure that Clients receive the amount and type of services that "best fits" their needs and preferences.
- Pursue additional resources for ending homelessness and other challenges.
- Advocate for policies and legislation that will support efforts to end homelessness and other community problems in Washington County.

### Client Protection

- Informed consent must be given by clients in order for their information to be shared among participating agencies in the NWSSC CMIS/HMIS.
  - Note: If the Client does not consent to sharing data, the Client data will still be collected and entered into CMIS/HMIS – just not shared with participating agencies.
- Identifying Client information will only be shared among agencies that have signed a data sharing agreement. At the time of informed consent, and at any point after, the Client has the right to see a current list of the participating agencies.

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- Additional participating agencies<sup>2</sup> may join the NWSSC CMIS/HMIS and will be added to the list of CMIS/HMIS participating agencies. As part of the informed consent process, Clients must be informed that additional agencies may join the collaborative at any time and may have access to their information.
- CMIS/HMIS Users will maintain CMIS/HMIS data in such a way as to protect against revealing the identity of Clients to unauthorized agencies, individuals, or entities.
- Clients may not be denied services based on their choice to withhold their consent.
- Information will not be used to harm or deny any services to a Client.
- Clients have the right to request information about who has viewed or updated their record.
- In transmitting, receiving, storing, processing or otherwise dealing with any consumer protected information, CMIS/HMIS Users will comply with all applicable state and federal laws.
- Participant agrees to notify the NWSSC CMIS/HMIS administrators, within one business day, of any breach, use, or disclosure of the protected information covered by this Agreement.
- Participant agrees to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected information pertaining to consumers within CMIS/HMIS, unless expressly provided for in state and/or federal laws or regulations.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Participant Agency shall defend, indemnify, and hold all other parties harmless from any and all claims arising out of Participant's negligent or intentional acts under this Agreement. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of a NWSSC CMIS/HMIS User while acting within the scope of their authority under this Agreement shall be borne by that Participant Agency exclusively.

Participant enters into this Inter-Agency Data Sharing Agreement so that Washington County participating agencies will have the ability to share client level information electronically through the NWSSC CMIS/HMIS. This agreement does not pertain to Client-level information that has not been entered into the NWSSC CMIS/HMIS. This tool will only be used when a Client has provided consent to have his/her information shared. Participating agencies also have Agency Participation Agreements with NWSSC/WC-DHS CMIS/HMIS and have completed security procedures regarding the protection and sharing of Client data.

By signing this form, on behalf of my agency, I authorize the NWSSC CMIS/HMIS to allow us to share information between other participating agencies. We do hereby agree to follow all of the NWSSC CMIS/HMIS policies to share information between participating agencies within Washington County, Oregon.

Agreed to and signed by the following Organization Representative:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>2</sup> Participating Agency list available upon request.

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## Addendum - Inter-Agency Data Sharing Agreement for Agencies in Washington County

Agency Name/Participant: \_\_\_\_\_

Participant has completed an Inter-Agency Data Sharing Agreement and agrees to these default settings for Client data sharing among participating agencies via the NWSSC CMIS/HMIS as outlined below.

- ServicePoint Provider's visibility setup will be to share or restrict Client information as of the time that any client information is added to the CMIS/HMIS.
- Visibility of any element of information can be manually updated according to the Client release of information authorization.

\_\_\_\_\_ 1) Participant Agency and all providers/projects.

\_\_\_\_\_ 2) Limited Participant Agency and only the following providers/projects (a separate form is required for remaining providers/projects):


### STATIC ELEMENTS

Static Elements	Includes	
• Client	Name Alias SSN and SSN Data Quality U.S. Military Veteran Age	<input type="checkbox"/> Yes, agency will share
• Client Demographics	Date of Birth Date of Birth Type Gender Race Ethnicity (Hispanic/Latino)	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other _____
• Entry/Exit	Document Clients' entries and exits to and from a provider's program, including <i>Community Connect</i> assessment and housing project entry.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other _____
• Needs, Services and Referrals	Identifies the services provided to Client, referrals made other service providers, track unmet needs.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other _____
• Case Manager	Name, provider and phone number of identified Case Manager.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other _____



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## Addendum - Inter-Agency Data Sharing Agreement for Agencies in Washington County

### ASSESSMENTS

Assessments	Includes	
<ul style="list-style-type: none"> <li>• HUD Universal Data Elements (UDE's)</li> <li>• <i>Community Connect</i>, which includes:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-Screening</li> <li><input type="checkbox"/> Assessment</li> </ul> </li> </ul>	Universal HUD information is included here; sharing reduces the need for subsequent service providers to collect information.  Information used to collaboratively determine and see determination of eligibility and referral to program.	<input checked="" type="checkbox"/> Yes, Agency will share
<ul style="list-style-type: none"> <li>• Housing Assessment for Entry/Exit</li> </ul>	Provider Agency intake screening for programs in Washington County.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <ul style="list-style-type: none"> <li><input type="checkbox"/> HIPAA</li> <li><input type="checkbox"/> VAWA</li> <li><input type="checkbox"/> 42 CFR</li> <li><input type="checkbox"/> Other _____</li> </ul>
<ul style="list-style-type: none"> <li>• Household Data Sharing Assessment</li> </ul>	Information that applies to all Head-of-Household (HH) members and are considered UDEs or community essential.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <ul style="list-style-type: none"> <li><input type="checkbox"/> HIPAA</li> <li><input type="checkbox"/> VAWA</li> <li><input type="checkbox"/> 42 CFR</li> <li><input type="checkbox"/> Other _____</li> </ul>
<ul style="list-style-type: none"> <li>• Outcome Assessments</li> </ul>	Washington County Provider shared outcomes for HUD mandated System Performance Measurements (SPM), and local benchmarks.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <ul style="list-style-type: none"> <li><input type="checkbox"/> HIPAA</li> <li><input type="checkbox"/> VAWA</li> <li><input type="checkbox"/> 42 CFR</li> <li><input type="checkbox"/> Other _____</li> </ul>
<ul style="list-style-type: none"> <li>• One Night Homeless Count Assessments</li> </ul>	Information needed for HUD mandated Point-In-Time Counts.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <ul style="list-style-type: none"> <li><input type="checkbox"/> HIPAA</li> <li><input type="checkbox"/> VAWA</li> <li><input type="checkbox"/> 42 CFR</li> <li><input type="checkbox"/> Other _____</li> </ul>
<ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> <li>• _____</li> </ul>	Other Assessment Agency Chooses, listed to the left.	<input type="checkbox"/> Yes, Agency will share these additional assessments.

Inter-Agency Data Sharing Agreement Addendum

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## EXTENT OF AGREEMENT

This document represents the entire agreement between the parties and supercedes all prior representations, negotiations or agreements, whether written or oral.

HMIS SYSTEM ADMINISTRATOR

PARTICIPANT AGENCY

**Washington County  
Department of Housing Services  
111 NE Lincoln Street, MS-63  
Hillsboro, OR 97124**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. OR \_\_\_\_\_

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Signature

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Signature

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Printed Name

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