

HMIS GOVERNANCE CHARTER

Policy No.:	578.7-OR506CoC	Approved By:	HSSN (the CoC)
Effective Date:	September 3, 2008	Revision Date:	August 2, 2018
Prepared By:	Washington County Department of Housing Services 503-846-4760 http://www.co.washington.or.us/Housing/EndHomelessness/		

Policy Authority: This policy is adopted under the authority of the local Continuum of Care (CoC) in Washington County, commonly referred to as the Housing and Supportive Services Network (HSSN). The CoC Governance Policy 578.5-OR506CoC identifies the roles and responsibilities of the CoC.

Purpose: The term Homeless Management Information System (HMIS) refers to the information system designated by the CoC used to record, analyze, report, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are homeless or at risk of homelessness.

Standard: The HSSN is responsible for selecting HMIS software, designating the HMIS Lead to manage the system, provide oversight for key HMIS policies, work with the HMIS Lead to ensure CoC achieves high participation rates among projects that serve persons experiencing homelessness, and use the data in HMIS to support planning and operational responsibilities.

Scope: Homeless Provider Agencies, recipients and subrecipients of CoC Program and Emergency Solution Grant (ESG) funds, the HMIS Lead Agency, and the CoC Collaborative Applicant.

Authority For Code: Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act Code of Federal Regulation (CFR) for the CoC Program 24 CFR Part 578.7 and HMIS 24 CFR part 580.

Responsibilities:

Note: This policy is adopted by the HSSN using the HMIS proposed rule 24 CFR 580. This HMIS Governance Charter will be updated to include the HMIS final rules with specific details applicable to HMIS technical standards, security standards, data quality standards, and data collection requirements to allow for flexibility in adapting to changing technology and new program requirements.

1. HMIS DESCRIPTION

In May 2006, the HSSN selected *ServicePoint* software and the Washington County Department of Housing Services as the HMIS Lead Agency for the geographic region covered by OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon.

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Washington County subsequently entered into a partnership with NW Social Service Connections (NWSSC), owned and operated by the Portland Housing Bureau (PHB) with the City of Portland to create a regional HMIS implementation. Since that time, additional localities throughout the State of Oregon joined the implementation. By 2012, all State of Oregon HMIS jurisdictions had joined the original implementation, making it a statewide HMIS using *ServicePoint*.

The HMIS system will:

- Produce an unduplicated count of persons experiencing homelessness;
- Describe the extent and nature of homelessness locally, and provide aggregate data for regional, state and national reporting;
- Identify patterns of service use by at-risk and homeless populations; and
- Measure program and system-level performance.

Appointed by the HSSN, the Washington County Department of Housing Services is the jurisdiction's CoC Collaborative Applicant. Washington County coordinates the use of HMIS data for evaluating program and system outcomes, analysis of resource gaps, prepare local and federal reporting on homeless demographics, and prepare the federal McKinney-Vento Homeless Assistance grant application.

2. RESPONSIBILITIES ASSIGNED TO THE COC FOR HMIS IMPLEMENTATION

The HSSN will:

- a) Select HMIS software for the geographic area covered by the CoC.
- b) Designate an eligible HMIS Lead Agency to be responsible for managing the CoC's HMIS.
- c) Review, revise and approve a privacy plan, security plan, and data quality plan for the HMIS and incorporate into the CoC's Governance the policies and procedures needed to implement these plans and comply with other HMIS-related requirements identified.
- d) Ensure consistent and compliant data collection as defined in the HMIS Agency Participation Agreement (Appendix B).
- e) Ensure that the HMIS is administered and implemented in compliance with the requirements established by HUD in 24 CFR Part 580.

The HSSN will use HMIS to:

- f) Support community-wide planning to identify gaps in meeting the needs of a diverse homeless population that includes cultural and linguistic competencies;
- g) Track progress in meeting CoC and project-specific performance goals;
- h) Identify how best to direct resources to prevent and end homelessness;
- i) Perform screening and assessment within Community Connect, the CoC's centralized assessment system;
- j) Complete the competitive McKinney-Vento CoC Program Homeless Assistance grant application;
- k) Meet HUD reporting requirements, to include the required Annual Performance Report (APR) for all HUD-funded programs, the Annual Homeless Assessment Report (AHAR) submitted to the U.S. Congress;
- l) Complete the homelessness components of the Consolidated Plan;

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- m) Report outcomes and challenges for *A Road Home: Community Plan to Prevent and End Homelessness in Washington County*;
- n) Document the CoC's qualifications as a high-performing community; and
- o) Enter into a CoC and HMIS Governance Memorandum of Understanding defining responsibilities between the HSSN (the CoC) and the HMIS Lead Agency. Refer to Appendices for copy of signed CoC and HMIS Governance Declaration of Roles and Responsibilities.

3. HMIS TECHNICAL PRIVACY, SECURITY AND DATA QUALITY STANDARDS

Current applicable HMIS standards include:

- a) 2017 HMIS Data Standards. The HUD HMIS Data Standards Manual is available online at <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2017.pdf>

Technical Requirements (24 CFR 580.33)

HMIS Lead Agency and the HMIS vendor are jointly responsible for ensuring compliance with the technical standards. The HSSN will implement uniform technical requirements for HMIS and proper data collection and maintenance of the database to ensure the confidentiality of the information in the database. Data entry will follow standards on participation, data collection, and reporting under the local *Servicepoint* HMIS and comply with 24 CFR part 578.57(a)(3).

Privacy and Security Requirements (24 CFR 580.35)

Security standards are directed to ensure the confidentiality, integrity, and availability of all HMIS information, protect against any reasonably anticipated threats or hazards to security, and ensure compliance by end users.

At a minimum, Washington County and all Covered Homeless Organizations (CHO) designated will comply with the following:

- Security Plan. The NW Social Service Connections CMIS/HMIS Policies and Procedures. Refer to the HMIS Manual for details.
- Administrative Safeguards. The administrative actions, policies, and procedures required to manage the selection, development, implementation, and maintenance of security measures to protect HMIS information, at a minimum will meet the following:
 - (1) Security Officer - A designated security officer ensuring compliance to standards.
 - (2) Security Awareness Training and Follow-up – CoC HMIS Lead will provide annual training to CHO and CoC.
 - (3) Reporting Security Incidents – Agency Participation Agreement “Security Addendum” for the policy and communication plan for reporting. Refer to the HMIS Manual for details.
 - (4) Disaster Recovery Plan – Protocol for communication with staff, CHO and COC.
 - (5) Annual Security Review – HMIS Lead will complete annual review using security checklist.
 - (6) Contracts and other arrangements – Lead will administer and retain copies of all contracts and agreements executed as part of the administration and management of the HMIS.

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The CHO will comply with any Federal, State and local laws requiring additional confidentiality protections, including but not limited to:

- The Health Insurance Portability and Accountability Act (HIPAA) of 1996 (45 CFR parts 160 and 164)
- The Confidentiality of Alcohol and Drug Abuse Patient Records Rule (42 CFR part 2)
- Violence Against Women and Department of Justice Reauthorization Act. Victim service providers are exempted from entering data directly into a CoC’s HMIS because of privacy and confidentiality considerations. While they may be exempt from direct client-level data entry into HMIS, victim service providers still must keep required data in a comparable database.
- CoC Program and ESG-funded recipients and subrecipients will follow written procedures to ensure confidentiality of data for both HMIS and comparable databases in accordance with 24 CFR Part 578.103(b)(i).

Data Quality Standards and Management Requirements (24 CFR 580.37)

The data quality standards ensure the completeness, accuracy, and consistency of the data in the HMIS. The CoC is responsible for the quality of the data produced.

HMIS Lead will develop and implement a Data Quality Plan and set data quality benchmarks for Covered Homeless Organizations (CHO) for “Lodging” providing overnight accommodations and “Non-lodging” projects that do not provide overnight accommodations.

The HMIS is capable of producing reports required by HUD to assist the HMIS Lead in monitoring data quality.

4. APPENDICES

Appendix A: CoC and HMIS Governance Declaration of Roles and Responsibilities

Appendix B: HMIS Agency Participation Agreement, to include Inter-Agency Data Sharing Agreement for Agencies in Washington County

Appendix C: NW Social Service Connections/Policy and Procedures

REVISION HISTORY

Date	Description of Changes
12/14/2012	Original Version that incorporates Appendix A Declaration of Roles and Responsibilities adopted by HSSN on 9/3/2008.
6/3/2015	Amend Appendix A to include new Co-Chair signature.
4/14/17	Amend Section 3 to update 2014 HMIS Data Standards.
10/4/17	Amend to include 2017 HMIS Data Standards effective 10/1/17.
11/9/17	Amend HMIS Agency Participation Agreement
8/2/2018	Declaration Agreement signed by Komi Kalevor, Director (new)

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APPENDIX A



WASHINGTON COUNTY
OREGON

CoC AND HMIS GOVERNANCE
DECLARATION OF ROLES AND RESPONSIBILITIES

Names of Parties Referenced Below:

- Hillsboro/Beaverton/Washington County OR-506 Continuum of Care is a community consortium under the governance of the Housing and Supportive Services Network (HSSN), hereinafter referred to as **CoC**.
- Washington County Department of Housing Services hereinafter referred to as **WCHS**.

Recitals:

- The CoC is the primary decision making body for HUD funded programs for homeless people in Washington County, Oregon.
- The CoC has determined that WCHS will be the CoC Lead Organization and the HMIS (Homeless Management Information System) Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of Federal funds under the Stewart B. McKinney Homeless Assistance Act, as amended by the HEARTH Act, to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level information including the characteristics of men, women, and children experiencing homelessness and the housing/services provided to them.
- CoC has chosen *ServicePoint* software by Bowman Systems LLC as the HMIS product.
- WCHS has entered into a contract for HMIS software with the City of Portland, administered by the Portland Housing Bureau. This contract enables the CoC to participate in a state-wide HMIS implementation of *ServicePoint* administered by Portland Housing Bureau using.

Responsibilities of CoC:

- Oversight of the HMIS system in Washington County.
- Designation of the CoC HSSN Work Group as the group that will track HMIS implementation and progress.
- Enforce compliance that all CoC Program and Emergency Solution Grant (ESG) project recipients and subrecipients participate fully in HMIS, and encourage and support non-HUD funded projects to participate in HMIS.
- Ensure accurate data reporting in the CoC Program Homeless Assistance grant application utilizing HMIS data.
- Ensure that the HMIS projects receive a priority funding status in the CoC's Priority List in the CoC Collaborative Application submission to HUD.
- Require annual HMIS data submission in the HUD Annual Homeless Assessment Report, Point-In-Time (PIT) Count and Housing Inventory Chart (HIC) for all homeless assistance projects.

Responsibilities of WCHS as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Washington County.
- Provide group and individual training to HMIS users in Washington County.
- Provide individualized technical assistance to HMIS users in Washington County.
- Assist CoC grantees with specialized reporting needs.
- Monitor and promote good data quality.
- Recommend continuum-level mechanisms for monitoring and enforcing compliance with approved policies and procedures.
- Generate data necessary for CoC Collaborative Application.
- Produce quality data in compliance with Federal reporting, to include the AHAR, Point-In-Time (PIT) count and the Housing Inventory Chart (HIC)
- Ensure that pertinent HMIS monitoring is included in the CoC's annual site visit of grantees.
- Function as the Washington CoC's liaison to the Regional HMIS Implementation effort.
- Ensure compliance with HMIS contract held with Portland Housing Bureau, the HMIS vendor contact.

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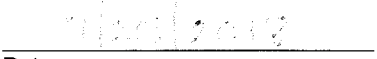
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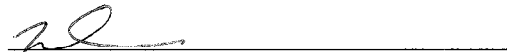

- Participate in the statewide HMIS System Administrators' Work Group.
- Collaborate with WCHS CoC Lead staff on CoC data needs.
- Provide grant administration functions for the CoC's dedicated HMIS grant:
 - a) Prepare data for annual renewal grant;
 - b) Identify and secure grant match and leverage funds;
 - c) Track grant expenditures throughout the project year;
 - d) Prepare the HUD Annual Performance Report (APR);

Responsibilities of WCHS as CoC Lead Organization:

- Provide staffing to the CoC to ensure a sustainable infrastructure.
- Coordinate the planning efforts of the CoC.
- Organize and advertise CoC meeting schedules.
- Ensure distribution and record maintenance of CoC documentation; e.g. meeting minutes, policies, annual work plans in support of the 10-Year Plan, documents.
- Coordinate, complete, certify and submit the CoC Collaborative Application.
- Coordinate with WCHS HMIS lead staff on CoC data needs.

Housing and Supportive Services Network (Washington County CoC) Policy and Procedure Review Certification:



 Annette M. Evans
 CoC Chair and HMIS Lead Administrator
 Homeless Program Manager, Washington County Department of Housing Services (public agency)



 Katherine Galian
 CoC Co-Chair
 Director, Community Action Organization (nonprofit agency)

Washington County Department of Housing Services Policy and Procedure Review Certification:



 Komi P. Kalevor
 Director, Washington County Department of Housing Services (public agency)

Revision History

Date	Description
09/03/2008	Adopted by the CoC (Housing & Supportive Services Network or HSSN)
12/14/2012	Add HEARTH Act language, revised Portland Bureau of Housing & Community Development (BHCD) to read Portland Housing Bureau (the statewide HMIS Lead), and add reference to CoC Program and Emergency Solution Grant.
06/03/2015	Signature of newly elected CoC (HSSN) Co-Chair.
07/25/2018	Signature of new Director for Washington County Department of Housing Services

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APPENDIX B

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

NWSSC CMIS/HMIS: Washington County

Released 01/12/2011
Legal Review 11/7/2017
Revised 11/9/2017 OR-506

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's¹ 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. The 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 stakeholder¹ 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 stakeholder¹ 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.

¹ Contact City of Portland, Portland Housing Bureau for a complete list of key stakeholders.

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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.
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.

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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.

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 attorney fees which may arise from that party's negligent, or intentional acts or omissions under this agreement.

11. Limitation of Liability: PHB, Key Stakeholders¹, 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 Stakeholders¹, 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.

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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 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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Agency Participation Agreement**

NWSSC CMIS/HMIS: Washington County

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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.

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- 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.
- Additional participating agencies² 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

² 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 (Name) Date of Birth Gender SSN U.S. Military Veteran Status	<input type="checkbox"/> Yes, Agency will share Note: Data collected at <i>Community Connect</i> with Client Release Of Information (ROI)
• Client Demographics	Race Ethnicity	<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

HMIS GOVERNANCE CHARTER

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

ASSESSMENTS

Assessments	Includes	
<ul style="list-style-type: none"> • HUD Universal Data Elements (UDE's) • <i>Community Connect</i>, which includes: <ul style="list-style-type: none"> ✓ Pre-Screening ✓ Assessment 	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 type="checkbox"/> Yes, Agency will share
<ul style="list-style-type: none"> • Housing Assessment for Entry/Exit 	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"> <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other
<ul style="list-style-type: none"> • Household Data Sharing Assessment 	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"> <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other
<ul style="list-style-type: none"> • Outcome Assessments 	Washington County Provider shared outcomes for HUD mandated System Performance Measurements (SPM) and local benchmark reporting.	<input type="checkbox"/> Yes, Agency will share <input type="checkbox"/> No, Agency cannot share because of regulation <ul style="list-style-type: none"> <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other
<ul style="list-style-type: none"> • One Night Homeless Count Assessments 	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"> <input type="checkbox"/> HIPAA <input type="checkbox"/> VAWA <input type="checkbox"/> 42 CFR <input type="checkbox"/> Other
<ul style="list-style-type: none"> • _____ • _____ • _____ 	Other Assessment Agency Chooses, listed to the left.	<input type="checkbox"/> Yes, Agency will share

Inter-Agency Data Sharing Agreement Addendum

Printed Name

Agency Name

Title

Signature

Date

OR-506CoC Hillsboro/Beaverton/Washington County, Oregon
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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.

OR506-CoC HMIS LEAD AGENCY

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

HMIS PARTICIPANT AGENCY

_____. OR _____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to form:

By _____
County Counsel, Washington County

Date

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APPENDIX C

NW Social Service Connections CMIS/HMIS Policy & Procedure

OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon

1. SERVICEPOINT: HMIS SYSTEM

Client Management Information System (CMIS)/Homeless Management Information System (HMIS) is a locally administered, electronic data collection system that stores longitudinal person-level information about persons who access the service system.

City of Portland, Portland Housing Bureau (PHB) has instituted the use of ServicePoint as the HMIS system in response to Congressional Directive and U.S. Department of Housing and Urban Development (HUD) support for Homeless Management Information Systems (HMIS).

ServicePoint (trademarked and copyrighted by Mediuware Information Systems) is a web based Client Information System that provides standardized assessment of a Client's 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.

For more information regarding Client/Homeless Management Information Systems (HMIS) Policy and Procedures, please contact the HMIS System Administrator.

2. PROJECT OVERVIEW

NW Social Service Connections (NWSSC) is the administrative entity that governs a multi Continuum of Care implementation of HMIS used to record and share information among service-providers on services provided to homeless and near homeless Clients.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC HMIS and serves as the NWSSC System Administrator and custodian of data in the system. The lead organizations for NWSSC are: City of Portland, Portland Housing Bureau (PHB); Multnomah County, Department of County Human Services, School & Community Partnerships (SCP); Clackamas County (CC); and Washington County (WC), and any additional lead organizations in accordance with PHB Intergovernmental Agreements.

The NWSSC System Administrators are ServicePoint dedicated program staffs from PHB, additionally each of the lead organizations have identified staff functioning as ServicePoint System Administrators for their respective jurisdictions.

3. CONTACT INFORMATION

Washington County, Dept. of Housing Services

111 NE Lincoln Street, Suite 200-L, MS-63
Hillsboro, OR 97124
<http://www.co.washington.or.us/Housing/>

CoC System Administrator

Annette M. Evans
503-846-4760

Annette.Evans@co.washington.or.us

Portland Housing Bureau

421 SW 6th Avenue, Suite 500
Portland, OR 97204

<http://www.portlandonline.com/PHB/>

System Administrator (Statewide)

Wendy Smith
503-823-2386

wendy.smith@portlandoregon.gov

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4. PURPOSE

This document is to define the general requirements and provide an overview of the HMIS System.

5. SCOPE

These Policies and Procedures apply to ALL Persons or Organizations, using any portion of the HMIS system.

6. GOVERNING PRINCIPLES

- 6.1. ALL Persons using HMIS are expected to read, understand, and adhere to the most up to date Data Standards; <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>
- 6.2. ALL Persons using HMIS are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.
- 6.3. All information entered into the HMIS system, the Service Providers, Participants, their respective staff, and end users are bound by all applicable federal and state confidentiality regulations and laws that protect the Client records that will be placed on the HMIS system; in accordance with the Participation Agreement.
- 6.4. Clients may not be denied access to their own records. Clients have the right to see their information on ServicePoint, within the time frame specified in the Privacy Notice to Clients. If a Client requests, the Participant/User must review the information with the client.
- 6.5. Mediarware Information Systems will host our implementation of ServicePoint; all Client information in ServicePoint is encrypted.
- 6.6. Confidentiality
 - 6.6.1. The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which is the primary focus of agency programs participating in this project.
 - 6.6.2. Policies regarding client data are founded on the premise that a client owns his/her own personal information and provide the necessary safeguards to protect client, agency, and policy level interests.
- 6.7. Data Integrity
 - 6.7.1. Client data is the most valuable and sensitive asset of HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.
- 6.8. System Availability
 - 6.8.1. The availability of a centralized data repository is necessary to achieve the ultimate system/community wide aggregation of unduplicated statistics. The System Administrators are responsible for ensuring the broadest deployment and availability for participating service providers.
- 6.9. Compliance
 - 6.9.1. Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity may result in the withdrawal of system access for the offending entity.

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7. DEFINITIONS

- 7.1. Refer to Homeless Management Information System (HMIS) Data Dictionary and Data Standards Manual for terms used throughout the notice and applicable to HMIS.
- 7.2. Refer to HMIS Community Data Standards Section 2. Definitions for terms commonly used throughout the Hillsboro, Beaverton Washington County CoC and community but are not included in the HMIS Data Dictionary and Data Standards Manual for HUD definitions.
- 7.3. Refer to funder or program documentation for terms used by those funders or programs.

8. EQUIPMENT, MATERIALS AND SUPPLIES

- 8.1. Participating Agencies are responsible for providing their own technical support for all Hardware and Software systems used to connect to HMIS.
- 8.2. Minimum hardware and software requirements for workstations exist. Contact your local administrator or NWSSC ServicePoint Project Manager for more information.

9. FORMS and DOCUMENTS (incorporated by addendum and subject to change)

- 9.1. Homeless Management Information Systems (HMIS) Data Dictionary and HMIS Data Standards Manual: <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>
- 9.2. Participation Agreement
- 9.3. User Agreement
- 9.4. HMIS Privacy Notice
- 9.5. Community Data Standards
- 9.6. Release of Information Authorization Form: shall be used for Clients whom ServicePoint information will be made available to other HMIS participating organizations (not part of the addendum as this is the Organization's own document).

10. CONFIDENTIALITY & SECURITY

- 10.1.1. NWSSC HMIS System Administrators have full and complete access to all ServicePoint features and functions for their respective jurisdictions. If it is requested, the NWSSC HMIS System Administrator must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 10.1.2. For all information entered in the HMIS, the Service Providers, Users and Agencies are bound by all applicable federal and state confidentiality regulations and laws that protect the Client records that will be placed in the HMIS.
- 10.1.3. Any requests for release of information, including court orders and subpoenas, shall be referred to PHB, NWSSC. The Service Provider/User agrees not to release any confidential information received from the HMIS database to any non affiliated service organization or individual.
- 10.1.4. The Service Provider shall ensure that all staff, volunteers and other persons are issued a unique User ID and password for HMIS and receive confidentiality training on the use of HMIS and applicable confidentiality laws.
- 10.1.5. The Service Provider is responsible to contact the Agency or System Administrator for revoking, adding or editing User access in a timely manner.
- 10.1.6. Unauthorized disclosure of Protected Personal Information may be grounds for legal action.
- 10.1.7. Sharing of HMIS data among Affiliated Service Providers is encouraged but not required. The HMIS data items excluded from sharing include medical, legal, case management, case notes, and file attachments, unless specifically released by Client.
- 10.1.8. HIPAA Privacy Rules take precedence over HMIS privacy standards. If an agency is a HIPAA covered agency, they must abide by HIPAA regulations.

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- 10.1.9. Creating anonymous records may mean that reports will not provide a true unduplicated count and therefore this option should only be used if absolutely necessary. Please contact the System Administrator for other options.
- 10.1.10. ServicePoint™ shall only be accessed from the Organization's network, desktops, laptops, and mini-computers.
- 10.1.11. NWSSC System Administrators are allowed to access the database from remote locations for purposes specific to their job. All staff that access the database remotely must meet the standards detailed in the System Security (above) and may only access it for activities directly related to their job. These approved remote locations include:
- 10.1.12. Private Home office to provide system support as needed.
- 10.1.13. Community Agency offices to support agency use of the system.
- 10.1.14. Private Hotel Rooms on secure networks when providing services while in the field.
- 10.1.15. Training Centers when providing services in the field.
- 10.1.16. Remote Access (In special circumstances access from remote locations may be permitted after application and approval by Agency and System Administrators)
- 10.1.17. The ServicePoint Remote Access Agreement must be completed and submitted for approval.
- 10.1.18. The Agency Administrator must review the need for remote access and investigate other options.
- 10.1.19. If no other valid options are available the Agency Administrator must approve in writing remote access for a user.
- 10.1.20. Once remote access agreement has been approved and signed by the Agency Administrator a copy will be filed with the System Administrators for final approval.
- 10.1.21. Remote Access is subject to change at the NWSSC System Administrator's discretion.
- 10.1.22. Agency and System Administrators will periodically audit all remote access.
- 10.1.23. Public Key Infrastructure (PKI)
- 10.1.24. When a computer is used for ServicePoint, the Service Provider is responsible to contact the System Administrator for the PKI Certificate, password and installation instructions.
- 10.1.25. When a computer is no longer used for Service Point, the service provider needs to remove the PKI Security Certificate.

11. ROLES AND RESPONSIBILITIES

- 11.1. If it is requested of the HMIS system administrators he must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 11.2. PHB and the NWSSC System Administrator**
 - 11.2.1. Liaison With HUD
 - 11.2.2. Project Staffing
 - 11.2.3. Overall Responsibility For Success Of NWSSC HMIS
 - 11.2.4. Creation Of NWSSC Project Forms And Documentation
 - 11.2.5. NWSSC Project Policies And Procedures And Compliance
 - 11.2.6. Keeper Of Signed Memorandums Of Understanding and Intergovernmental Agreements
 - 11.2.7. Procurement/Renewal of Server Software And Licenses
- 11.3. ALL Lead Organizations**
 - 11.3.1. Liaison with NWSSC System Administrator
 - 11.3.2. Project Staffing
 - 11.3.3. Creation of Local project Forms and Documentation
 - 11.3.4. Data quality reviews
 - 11.3.4.1. Data Quality
 - 11.3.4.2. Data Validity

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- 11.3.4.3. Data Completeness
- 11.3.5. Adherence To HUD Data Standards
- 11.3.6. Adherence to Community Data Standards
- 11.3.7. Adherence to Project Data Standards
- 11.3.8. User Administration
 - 11.3.8.1. Manage User Licenses
 - 11.3.8.2. Process User Agreement forms
- 11.3.9. Training
 - 11.3.9.1. Curriculum Development
 - 11.3.9.2. Training Documentation
 - 11.3.9.3. Confidentiality Training
 - 11.3.9.4. Application Training For Agency Administrators and End Users
 - 11.3.9.5. New Provider training
 - 11.3.9.6. Upgrade, enhancement, refresher or other training
- 11.3.10. Outreach/End User Support/Technical Assistance/Password Resets
 - 11.3.10.1. Password Resets require some sort of user Identity verification.
 - 11.3.11. Coordinate any application customizations with the NWSSC System Administrator
 - 11.3.12. Will use universal naming conventions, in order to better standardize, when creating new assessment questions, sub-assessments, and any other system wide modifications.
 - 11.3.13. All Local documentation including P&Ps and agreements must be no less restrictive than NWSSC documents.
- 11.4. Contributory HMIS Organization (CHO) Responsibilities:**
 - 11.4.1. The CHO must make available to users a secure system to access ServicePoint, including but not limited to firewall and virus protection.
 - 11.4.2. The CHO must be current all related contracts.
 - 11.4.3. The CHO shall follow, comply with and enforce the Agency Agreement.
 - 11.4.4. The CHO shall abide by all data standards and all policies and procedures.
 - 11.4.5. The CHO shall keep abreast of all ServicePoint updates and policy changes.
 - 11.4.6. The CHO shall identify and approve their respective Agency Users.
 - 11.4.7. The CHO shall designate one User to be the Agency's Key User/Agency Administrator.
 - 11.4.8. The CHO shall be responsible for entering Client data (profile, household, needs, services, referrals, any other Client data you may require), following up on referrals, and running reports in a timely manner.
 - 11.4.9. The CHO shall have representation at agency administrators/regional data quality review meetings.
 - 11.4.10. The CHO shall collect data on all clients as called out in the Data Element Matrix
 - 11.4.11. CHO Exceptions may include non-homeless CMIS organizations, and DV Comparable database organizations. Please contact the System Administrator for information and waiver.
- 11.5. User Responsibilities:**
 - 11.5.1. The User shall provide an email contact to the System Administrators for communication purposes.
 - 11.5.2. The User shall follow, comply with and enforce the User Agreement.
 - 11.5.3. The User shall comply with all data standards and policies and procedures.
 - 11.5.4. Each User is provided with an access level as required by his/her role. This access level controls who can see which information, lower levels of access allow ONLY viewing of basic demographics, while the middle levels of access

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allow additional information to be viewed. The highest levels of access are limited to administrators. Confidentiality is a primary concern and these levels of access help control access to information.

- 11.5.5. Every User of the HMIS system is authenticated with a unique User ID and password. This provides a level of security and accountability for the CHO's database. Sharing of User IDs or passwords is forbidden.
- 11.5.6. The User shall only enter individuals in the HMIS database that exist as Clients under the Service Provider's approved area of service. The User shall not misrepresent its Client base in the HMIS database by entering known, inaccurate information. The User shall not knowingly enter false or misleading data under any circumstances.
- 11.5.7. The User shall consistently enter information into the HMIS database and will strive for Real Time data entry, and be obligated to weekly data entry.
- 11.5.8. The User will not alter information, with known inaccurate information, in the HMIS database that has been entered by another Service Provider (i.e. Service Provider will not purposefully enter inaccurate information to over-ride information entered by another Service Provider).
- 11.5.9. The User shall utilize the HMIS database for business purposes only.
- 11.5.10. The User shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- 11.5.11. The User shall not cause in any manner, or way, corruption of the HMIS database in any manner.
- 11.5.12. In the event that data entry cannot be made Real Time and the User utilizes hard copy paper forms, once the data has been entered into HMIS, the forms shall be securely stored or suitably disposed of.
- 11.5.13. The User shall enter data into HMIS
 - 11.5.13.1. Universal Data elements shall be entered on all Clients.
 - 11.5.13.1.1. In addition to the Universal Data elements all HUD Funded CHO Users, at a minimum, shall also enter the additional data elements required by the Data Standards for all Clients.
 - 11.5.13.1.2. In addition to the Universal Data elements all City of Portland Funded CHO Users, at a minimum, shall also enter data on all clients as called out in the Data Element Matrix.
 - 11.5.13.1.3. In addition to the Universal Data elements all Continuum of Care OR-506 housing provider Users, at a minimum, shall also enter data on all clients as called out in the Data Element Matrix.
 - 11.5.13.1.4. In addition to the Universal Data elements all Non-HUD funded CHO Users, at a minimum, shall also enter funder or program specific data elements as required.
- 11.5.14. Sharing data is optional but entering data is not optional. An ROI shall be completed by all clients, even if not sharing data.
- 11.5.15. The User is responsible for data entry accuracy and correctness.
- 11.5.16. The User shall log off the HMIS and shut down the browser when not using HMIS.
- 11.5.17. The User shall utilize the password protected screen savers that automatically turn on to mitigate the burden of shutting down the workstation when momentarily stepping away from the work area.

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- 11.5.18. Report any discrepancies in the use of the HMIS system, including without limitation access of information and entry of information, to the Service Provider Key User or to the System Administrator.
- 11.5.19. The User shall periodically, when instructed by the Agency or System Administrator, run and review audit reports, making corrections to ensure data accuracy and completeness.
- 11.6. Key User/Agency Administrator Responsibilities:**
 - 11.6.1. The Key User/Agency Administrator shall observe all User Responsibilities.
 - 11.6.2. The Key User/Agency Administrator shall use Agency NewsFlash only for distribution of HMIS information.
 - 11.6.3. The Key User/Agency Administrator shall act as the first level of Service Provider administration and support in the HMIS system.
 - 11.6.4. The Key User/Agency Administrator shall be responsible for the initial training of new Users in his/her Agency.
 - 11.6.5. The Key User/Agency Administrator shall regularly run and review audit reports to ensure policies are being followed by staff.
 - 11.6.6. The Key User/Agency Administrator will be responsible for monitoring all User access within their Agency.
- 11.7. System Administrators Group**
 - 11.7.1. Is made up of at least 1 representative from each of the lead organizations of the NWSSC HMIS and other participant representatives or advocates as invited by the NWSSC Administrators.
 - 11.7.2. Review and make recommendations on all NWSSC HMIS documents, attachments, and related forms
 - 11.7.3. Identify and prioritize system enhancements
 - 11.7.4. Determine the guiding principles that should underlie the HMIS implementation activities of the project and participating organization and service programs
 - 11.7.5. Setting minimum data collection requirements
 - 11.7.6. Encourage continuum-wide provider participation
 - 11.7.7. Facilitate consumer involvement
 - 11.7.8. Recommend criteria, standards, and parameters for the usage and release of all data collected as part of the HMIS
 - 11.7.9. Recommend continuum-level mechanisms for monitoring and enforcing compliance with the approved policies and procedures
 - 11.7.10. Enhance the implementation and operations of the system for service-providers so they can protect the interests and privacy of their clients
 - 11.7.11. Enhance and improve the quality of data being reported to various levels throughout the Continuum
 - 11.7.12. Create and implement procedures for additional system issues for Participating Agencies.
- 11.8. ServicePoint Agency Administrator Group**
 - 11.8.1. Agency Administrator Group will be established for the purpose of addressing implementation and ongoing operational issues.
 - 11.8.2. Identify and prioritizing system enhancements
 - 11.8.3. Providing feedback on system performance
 - 11.8.4. Brainstorming the best uses of the HMIS
 - 11.8.5. Regularly reviewing compliance with all NWSSC HMIS policies, agreements, and other requirements

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11.8.6. Reviewing data quality and providing feedback to improve data quality

12. DATA STANDARDS

- 12.1. Homeless Management Information System (HMIS) Data Standards – Revised Notice – July 2017
- 12.2. Homeless Management Information Systems (HMIS); Data and Technical Standards - Final Notice
- 12.3. Community Data Standards (may be revised at the discretion of the NWSSC System Administrator/ Washington County Department of Housing Services System Administrator)
- 12.4. Data Element Matrix (may be revised at the discretion of the NWSSC System Administrator/Washington County Department of Housing Services System Administrator)

13. DATA EXPECTATIONS

- 13.1. Data will be entered within 5 business days of client contact
- 13.2. Data will be entered in a timely manner to meet aggregate reporting needs
- 13.3. Data accuracy will be no less than 95% (The file matches data entry)
- 13.4. Universal Data Elements Null/Missing Values will not exceed 5%
- 13.5. Universal Data Elements Refused/Don't Know Values will not exceed 5%
 - 13.5.1. Refused/Don't Know responses are client identified, not the case manager or data entry person's assessment.
- 13.6. No outstanding Corrective Actions from last NWSSC HMIS Monitoring

14. REPORTS/DATA SUBMISSIONS

- 14.1. System or Community Wide reporting is done on a regular basis without notification. Refer to the Schedule of aggregate reports pulls document for timelines.
 - 14.1.1. Electronic Data Transfers may occur, with appropriate agreements in place.
 - 14.1.1.1. State MDR/OPUS
 - 14.1.1.2. County/ TOURS
 - 14.1.1.3. Others as needed, with appropriate agreements in place.
- 14.2. NWSSC HMIS Standard reports include, but are not limited to
 - 14.2.1. SHAR
 - 14.2.2. ACDC
 - 14.2.3. Entry/Exit or CoC-APR
- 14.3. The Service Provider/User's access to data about Clients it does not serve shall be limited based on the current status of any release of information on file.
- 14.4. The general public can request non-identifying aggregate and statistical data, by submitting a data request.
- 14.5. Non identifying aggregate and statistical data will not contain outliers. Outliers may be removed if they represent less than 5% of any value.
- 14.6. At a minimum, Password secure any document that includes client name or other PPI. Do not email the password with the file.
- 14.7. The HMIS System Administrator will address all requests for system or community wide data from entities other than Affiliated Service Providers or clients.
- 14.8. The System Administrator will run system-wide reports to assess the data, quality and level of participation by Affiliated Service Providers. Results of these reports may be shared with Affiliated Service Providers.
- 14.9. The System Administrator may run reports for research use. Information in NWSSC HMIS may be used to conduct research related to homelessness and housing programs, service needs, income supports, education and employment, and program effectiveness. Client names and social security numbers will never appear on a research report.

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15. PRIVACY REQUIREMENTS

- 15.1. The CHO must post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting this information.
- 15.2. The CHO must publish a privacy notice describing its policies and practices for the processing of PPI and must provide a copy of its privacy notice to any individual upon request.
- 15.3. The CHO must specify in its privacy notice the purposes for which it collects PPI and must describe all uses and disclosures.
- 15.4. If the CHO maintains a public web page, the CHO must post the current version of its privacy notice on the web page.
- 15.5. The CHO must post a sign stating the availability of its privacy notice to any individual who requests a copy.
- 15.6. The CHO must maintain permanent documentation of all privacy notice amendments.
- 15.7. The CHO must allow an individual to inspect and to have a copy of any PPI about the individual.
- 15.8. The CHO must offer to explain any information that the individual does not understand.
- 15.9. The CHO must consider any request by an individual for correction of inaccurate or incomplete PPI pertaining to the individual, The CHO is not required to remove such information but they may mark such information as inaccurate or incomplete or supplement such information.
- 15.10. The CHO must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign (annually or otherwise) a confidentiality agreement that acknowledges receipt of a copy of the privacy notice and that pledges to comply with the privacy notice.
- 15.11. The CHO must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to undergo (annually or otherwise) formal training in privacy requirements.
- 15.12. The CHO must establish a method, such as an internal audit, for regularly reviewing compliance with its privacy notice.
- 15.13. The CHO must establish an internal or external appeal process for hearing an appeal of a privacy complaint or an appeal of denial of access or correction rights.
- 15.14. The CHO must protect HMIS system from malicious intrusion behind a secure firewall.
- 15.15. The CHO must secure any paper or other hard copy containing PPI that is either generated by or for HMIS, including, but not limited to report, data entry forms and signed consent forms.

OR-506CoC Hillsboro/Beaverton/Washington County, Oregon
HMIS GOVERNANCE CHARTER

REVISION HISTORY

Version	Date	Description	Author
1.0	01/12/2011	Reformat Entire P&P Document; Update to reflect changes from Homeless Management Information System (HMIS) Data Standards – Revised Notice – March 2010; Incorporate “CMIS” language; Add references to additional supporting documentation; <div style="text-align: right;">Community Review/Input 09/23/2010 Legal Review 12/28/2010</div>	W. Smith
2.0	8/28/2017	Change from Bowman-Systems to Mediware	J. McVey