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

Recitals

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

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

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

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

- ❑ Live Site
- ❑ Comp Site

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

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

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

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

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

I. Privacy and Confidentiality

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

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

12. Live Site Only: If Agency maintains a public web page, Agency will post the current version of its privacy notice on the web page, if applicable.

13. Agency will allow Service Recipients to inspect and receive a copy of their own data upon request.

14. Agency will consider any request by a Service Recipient to correct or adjust data about themselves. Agency is not required to remove information about Service Recipients but they may indicate that information is inaccurate or incomplete or supplement such information.

15. Live Site Only: The Parties will not solicit or enter information from Service Recipients into the Live Site if the information will be accessible by other Live Site participating agencies unless the agency gains inferred consent (through posting the *Notice to Clients of Uses and Disclosures and reading the Privacy Script)* for such use and disclosure or it is required by the program, the funder, the HMIS Lead Agency (WCHS) and/or Multnomah County's Primary System Administrator or as otherwise permitted by law.

16. Live Site Only: The Parties will not divulge any confidential information received from the Live Site to any organization or individual without proper consent by the Service Recipient, unless otherwise permitted by the *Privacy & Security Notice* or applicable regulations or laws.

17. Agency will ensure that all Agency staff who receive direct access to CSS abide by the terms of this *Participation Agreement*, including all associated confidentiality provisions. Agency is responsible for oversight of its own related confidentiality requirements.

18. The Parties agree that each will ensure that all persons receiving direct access to CSS data will complete a formal training on privacy and confidentiality and demonstrate sufficient knowledge of that information, prior to accessing CSS.

19. The Parties acknowledge that ensuring the confidentiality, security and privacy of any information downloaded from the system is strictly the responsibility of the Party whose user downloads or directly receives said information.

B. Interagency Sharing of Information (Live Site Only)

1. All forms provided by the County regarding Service Recipient privacy and confidentiality are shared with Participating Agencies as generally applicable models that may require specific modification to meet each Party's specific rules. The Parties will review and revise all such forms as needed to assure that they are in compliance with all applicable laws, rules and regulations.

2. Agency's routine data sharing practices within CSS will be specified by Agency in the then current version of the Interagency CSS Data Sharing Specifications ("Data Sharing Specs") document, available below as **Exhibit A**.
   a. The Data Sharing Specs may act as a standalone document.
   b. The Data Sharing Specs may be signed once for all Agency programs.
   c. The Data Sharing Specs may be signed separately for different Agency programs in the event that Agency's programs require different data sharing settings within CSS.
   d. Agency will return completed Data Sharing Specs document(s) to WCHS. Unless WCHS provides written permission for Agency to apply their own specified settings in HMIS, WCHS will set Agency's Data Sharing Specs.

3. Agency must receive and document informed consent from a Service Recipient, their parent or those authorized to sign on their behalf before sharing any of their identifying information with any third-party for any purpose that is not already allowable under the *Privacy & Security*

Notice. Any consent forms used for data disclosures not allowable under the *Privacy & Security Notice* must contain terms substantially similar to the terms of this Agreement.

4. Agencies with whom Service Recipient information is shared by Agency are each responsible for obtaining appropriate consent(s) for any further sharing of Service Recipient records that is not already allowable under the *Privacy & Security Notice* or applicable law.

5. Each Party bears primary responsibility for oversight for all sharing of data it has entered or received from CSS, or verified in CSS.

6. All collected release forms, either physical or digital, must be accessible to each Party, as needed. Release Forms will be made available to the County for periodic audits. Each Party will retain these Release Forms for a period of at least seven years, after which time the forms will be destroyed in a manner that ensures Service Recipient confidentiality is protected.

7. Service Recipients who decline to authorize the sharing of their information with other Participating Agencies cannot be denied services for which they would otherwise be eligible.

8. If a Service Recipient has previously permitted Agency to share information with other agencies within HMIS and then chooses to revoke some or all of that permission, Agency will contact partner agency/agencies at its discretion and explain that, at the Service Recipient's request, portions of that Service Recipient record will no longer be shared. County will then "lock" those portions of the record in HMIS impacted by the revocation, as necessary, thereby preventing other agencies' access to those portions.

   a. Service Recipient consent or revocation of consent to share their data has no impact on the sharing of data points that are automatically shared globally in the HMIS implementation, as identified in the *Privacy & Security Notice* and the Data Sharing Specs.

C. Custody of Data

1. Agency acknowledges, and County agrees, that Agency retains ownership over its own information stored outside of CSS. As between the Parties, the data inputted by the Agency into CSS is owned by the County. Provided, however, and to the extent permitted by applicable law, including but not limited to HIPAA, each Party grants to the other a non-exclusive, royalty-free, irrevocable license to use the data each stores in CSS for any lawful purpose, including compliance, reporting, research, analytics, and administration, and to authorize others to do the same on their behalf. This license will survive termination of this Agreement.

2. In the event that Multnomah County's Department of County Assets ceases to serve as the implementation administrator for CSS in the Metro Region, the custodianship of the data within CSS will be transferred to another organization for continuing administration, and Agency will be informed in a timely manner.

II. Data Entry and Regular Use of CSS

1. Agency will abide by the most recent version of all applicable policies and procedures. Agency will remain informed of all CSS updates and policy changes.

2. Agency will comply with funder, federal, state and local requirements related to data collection, data entry, particularly with regard to data completeness, accuracy, timeliness and reporting. At minimum, data collection and entry requirements include the HUD Universal Data Elements (UDE) and funder-required Program Specific Data Elements (PSDE), unless such

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requirements are waived by funder and/or <u>WCHS</u>. See latest HUD Data Standards or reach out to <u>WCHS</u> for more information on UDE and PSDE.

3. If a Party identifies changes that it believes should be made to any data in CSS, the Party will follow the procedures for making changes to data that are set forth in the *CSS Administrative Agreement*.
4. Agency will routinely review the information it has entered into CSS. Agency will correct inaccuracies and any information that is inconsistent with established data standards and practices.
5. Agency will resolve outstanding corrective actions from County compliance monitoring activities.
6. Neither Party will knowingly provide the other with inaccurate information to be added to CSS.
7. Participating Agencies will provide accurate contact information to <u>WCHS</u>.
8. Agency will utilize CSS information and data for authorized business purposes only.
9. Agency will establish and maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) offer adequate IT, including hardware and software, to support its use of CSS; (ii) ensure the security and confidentiality of all used information systems, including CSS; (iii) protect against any anticipated threats or hazards to the security or integrity of the information systems; (iv) protect against unauthorized access, modification, or use of the information systems; (v) ensure the proper disposal of data stored or exchanged on the information systems; and (vi) ensure that all its employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.
10. Transmission of material in violation of any United States Federal or state regulations is prohibited.
11. Neither Party will use CSS data with intent to defraud the federal, or any state or local government, or an individual entity, or to conduct any illegal activity.
12. Agency agrees that <u>WCHS</u>, the local CoC Planning Committee, the Primary System Administrator or the Comp Site System Administrator may convene local or regional user meetings to discuss procedures, updates, technical assistance, training topics, policy and practice guidelines, data analysis, and software/hardware upgrades. Agency will designate at least one specific staff member, preferably in the Agency Administrator role, to regularly attend user meetings. See the *CSS Administrative Agreement* for more information about the Agency Administrator role.
13. Agency will incorporate procedures for responding to Service Recipient concerns regarding use of CSS into its existing grievance policy.
14. Agency will designate one or more representatives, as feasible, to relevant data-related meetings, as convened by County.

III. End Users

1. Agency will identify and approve their own End Users. End Users are people who access and use CSS.
2. Unless waived in writing by <u>WCHS</u>, Agency will provide valid agency email addresses to all End Users.
3. Agency will confirm that all End Users within the agency have signed an EULA, read required policies and taken required training prior to accessing CSS.

4. Agency will notify <u>WCHS</u> about an End User's termination of employment as soon as possible following the termination.
5. Agency will designate at least one End User to be the "Agency Administrator" for Agency. Agency Administrators are end users working within a Participating Agency that hold additional administrative responsibilities with regard to the agency's use of CSS. These responsibilities are specified in the Roles & Responsibilities section of the *CSS Administrative Agreement*.
6. Unless otherwise waived by <u>WCHS</u>, Agency will ensure that all responsibilities of Agency Administrator(s), as delineated in *CSS Administrative Agreement,* are met.

IV. Publication of Reports

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

V. Hold Harmless

1. County and its CSS partners make no warranties, expressed or implied. Agency, at all times, will indemnify and hold County harmless from any damages, liabilities, claims, and expenses that may be claimed against Agency; or for injuries or damages to Agency or another party arising from participation in CSS; or arising from any acts, omissions, neglect, or fault of Agency or its agents, employees, licensees, or Service Recipients; or arising from Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold County harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by WellSky, by Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. County shall not be liable to Agency for damages, losses, or injuries to Agency or another party other than if such is the result of gross negligence or willful misconduct of County. County agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the County.
2. Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars ($500,000). Said insurance policy shall include coverage of Agency's indemnification obligations under this Agreement.
3. Provisions of this Article V shall survive any termination of the Agreement.

VI. Terms and Conditions

1. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between Parties regarding access to data from CSS and supersedes all prior

proposals and understandings, oral and written, relating to the subject matter of the Agreement.

2. Agency shall not transfer or assign any rights or obligations under the Agreement without the written consent of the County.

3. The Agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breaches of the Agreement. Should such situations arise, Wellsky may immediately suspend access to HMIS until the allegations are resolved in order to protect the integrity of the system.

4. This Agreement may be modified or amended by written agreement executed by the Parties with 30 days advance written notice. Each Party agrees to provide written notification to the other within a reasonable time if the Party shifts responsibility for performances described in the Agreement from the departments or agency identified in the Agreement to another department, agency, or entity.

5. County may assign the Agreement upon due written notice to the Agency.

ASSURANCE

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

❑ The Agency's official Privacy Notice (along with any other confidentiality policies, if not using in the County *Privacy & Security Notice*)

❑ The Agency's grievance policy, including a procedure for external review

❑ A fully executed *End User License Agreement* for all CSS End Users, if applicable

❑ Live Site Only: Other Executed Agency *Authorizations for Release of Information* as needed

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

AGENCY:

Name: _____

By: _____
   [Name of Agency Representative]

Title: _____

Signature: _____

Date: _____

WASHINGTON COUNTY:

Live Site: Washington County Department of Housing Services
Comp Site: MultCo Youth & Family Services

By: _____
   [Name of County Representative]

Title: _____

Signature: _____

Date: _____

Exhibit A
INTERAGENCY CSS DATA SHARING SPECIFICATIONS

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

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

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

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

❑ Use this form to define data sharing settings for <u>all Agency programs</u>.

❑ Use this form to define data sharing settings for <u>only the following programs</u>:

Identify the programs for which data sharing applies, if data will not be shared equally for all Agency programs:

Select sharing settings for each of the following "Static" data elements.

<u>Client Demographics:</u> Date of Birth, Date of Birth Type, Gender, Race, Ethnicity

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

Indicate regulations: _____

<u>Entry/Exit:</u> Entries to and exits from program(s)

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

Indicate regulations: _____

<u>Needs:</u> Includes needs, service transactions & referrals

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

            Indicate regulations: _____

<u>Case Manager:</u> Name, login provider and phone number of identified case manager

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

            Indicate regulations: _____

Select sharing settings for "Dynamic" data elements.

<u>Assessment Data:</u> Data points captured in assessments. Select only one option below.

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

            Indicate regulations: _____

    ❑   **Share** data **from only the following assessments**:

       Identify assessments to share: _____

       _____

       Rationale for limited sharing: _____

       _____