



**Request for Proposals for
Winter Overnight Warming Shelters
2026-2027**

SCHEDULE

Issued: August 14, 2026

Proposals Due: September 11, 2026 5:00PM EST

MaineHousing Contact Person: Kelly Watson

E-mail: warmingshelterrfp@mainehousing.org

NONDISCRIMINATION NOTICE:

Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of protected classes under the applicable federal and state nondiscrimination laws, in the admission or access to, or treatment in, its programs and activities and in employment. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Kelley Stonebraker, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice), Maine Relay 711, or Email EqualAccess@mainehousing.org.

I. PURPOSE OF THIS RFP

Maine State Housing Authority (“MaineHousing”) is an independent quasi-state agency. The mission of MaineHousing is to empower staff and partners in helping Maine people afford safe, high-quality housing as a foundation for healthy communities. Additional information concerning MaineHousing can be found at www.mainehousing.org.

MaineHousing is allocating funds to address the issue of unsheltered homelessness during the winter months of 2026-2027. This Request for Proposals (“RFP”) invites applications for funding of overnight warming shelters to become operational by November 15, 2026 and operate until April 30, 2027. This funding should only be used to expand beyond existing shelter services and should not act to replace current funding for existing shelter services.

II. POPULATION TO BE HOUSED

Warming Shelters should be designed to meet the needs of individuals and families experiencing literal homelessness.

III. ELIGIBILITY CRITERIA

Funding will be available to municipalities, Native American tribes and nonprofit organizations (“Applicant(s)”). Nonprofit organizations must be working in conjunction with the municipality where the shelter will be sited and must provide a letter of support from the municipality.

Applicants must have site control of the proposed building/facility where services will be performed. The site must be able to accommodate shelter guests with accessibility needs. Warming shelters must be operational each night from November 15, 2026 – April 30, 2027.

IV. REQUIREMENTS

Scope of Services:

- Provide overnight or a combination of overnight and day shelter spaces for the intended population, creating as few barriers as possible to access shelter.
- Provide staffing and meals adequate to the space/number of people served.
- Coordinate with service providers in your area’s Homeless Service Hub (Homeless Service Hub information and contact information for Hub Coordinators provided in Appendix C) to offer housing navigation and stability services that will assist shelter guests in obtaining permanent housing solutions.
- Track and report on eligible expenditures and funds expended on a monthly basis and maintain supporting documentation to verify these expenditures.
- Submit a final report by June 15, 2027 that includes a full accounting of funds expended.
- Enter into a Homeless Management Information System (“HMIS”) Participation Agreement as included in Appendix G and report within HMIS on participants served.
- Participate in information sharing/training sessions as requested.

Provider Qualifications:

- Experience providing shelter and/or services to individuals/families experiencing homelessness.
- Familiarity with the homeless response system and housing providers/resources.

V. TERM OF CONTRACT AND FUNDING DISBURSEMENT

Any contract awarded pursuant to this RFP will be for a term beginning as early as feasible after the award of the contract and will end on June 15, 2027. MaineHousing will have the sole right and option to extend the contract for one (1) additional short term given any unforeseen circumstances that require additional Services. Funds awarded under any contract will be disbursed as a 20% advancement, and an 80% reimbursement payable upon receipt of satisfactory backup documentation.

VI. FORMAT AND DEADLINE FOR APPLICATIONS AND QUESTIONS

All Applicants must submit the following, in PDF format, to warmingshelterrfp@mainehousing.org

1. Narrative, including:
 - a. Applicant's Experience providing shelter/services to people experiencing homelessness
 - b. Proposed Site Address and Description (including evidence of site control)
 - c. Number of Individuals/Families to be Served
 - d. Staffing Plan
 - e. Services to be provided, including information on partner organizations who will be collaborating on the project to provide housing navigation and other services
 - f. Admissions Policies and Rules (i.e., in what circumstances you would deny a bed to an individual).
 - g. Total Funding Request, along with operating budget that includes any funding leveraged through other sources. Use the Budget Worksheet included as Appendix E.
 - h. Description of how the Applicant's financial management system meets the following requirement: An Applicant's financial management systems must be sufficient to permit the tracking of these grant funds and any expenditures allowable under the award, and the expenditures must be supported by backup documentation showing the amounts expensed and proof of payment.
 - i. Copy of most recent audited financials (if audited financial statements are not prepared for your organization, please attest to that fact and submit the most recently prepared balance sheet and profit and loss statement)
2. Letter of support from Municipality in which the shelter will operate.
3. Applicant Information Sheet in Appendix A.
4. Applicant Certification Form in Appendix B.
5. Applicant Conflict of Interest Form in Appendix F.

All applications must be submitted electronically to Kelly Watson, Director of Homeless Initiatives, by email at warmingshelterrfp@mainehousing.org, no later than 5:00 p.m. local time on September 11, 2026. Please include in the subject line of the email “Response to RFP for Winter Overnight Warming Shelters.”

Questions concerning this RFP must be directed to the email as noted above no later than 5:00pm on August 25, 2026. Responses will be posted to the MaineHousing webpage for the RFP by Friday, August 28, 2026.

VII. SELECTION CRITERIA

Submissions will be reviewed and evaluated by MaineHousing based on its assessment of each Applicant’s capacity to meet the Scope of Services outlined herein. Upon such review, MaineHousing may schedule interviews with select Applicants. Any contract awarded by MaineHousing will be based on applications deemed by MaineHousing to be most advantageous, taking into account the ability to begin services by November 15th, the number of people served, the services provided, the cost (based on the number of people served) and the demonstrated ability to leverage funding from other sources.

VIII. TERMS AND CONDITIONS

Rights Reserved by MaineHousing

In addition to the rights reserved by MaineHousing elsewhere in this RFP, MaineHousing reserves the right to:

- Adjust the timetable for this RFP as deemed necessary, including but not limited to extending proposal deadlines.
- Waive informalities and minor irregularities in proposals received.
- Reject and not consider any or all Applicants who do not meet the requirements of this RFP, including but not limited to incomplete responses and/or non-responsive proposals.
- Reject any or all proposals received and not to award a contract pursuant to this RFP, or to cancel or terminate this RFP process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.
- Negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is unable to negotiate a mutually satisfactory contract with the successful Applicant under this RFP, MaineHousing may, in its sole discretion, negotiate with another Applicant or cancel this RFP and not award a contract to any Applicant.
- Reject the Applicant selected pursuant to this RFP and to offer a contract to another Applicant in the event the selected Applicant does not enter into the required contract to provide related services described in this RFP.
- Negotiate directly with one Applicant if the responses to this RFP demonstrate a

- lack of competition.
- Correct or amend this RFP. In no case will this RFP be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time or is for the purpose of extending the deadlines. MaineHousing will not be liable for any costs incurred as a result of changes to this RFP.

Other Terms and Conditions

Conflict of Interest. The Applicant, any principal or affiliate of the Applicant, or anyone who will be paid for work on the Contract, that has business ties, familial relations, or other close personal relations with a current MaineHousing employee or a commissioner, or anyone who was a MaineHousing employee or a commissioner within the past year must disclose this information under **Appendix F - Conflict of Interest Disclosure Form.**

Applicant Certification Form. As a mandatory requirement of this proposal, all Applicants must complete and submit the Applicant Certification Form attached to this RFP as **Appendix B**, along with their proposal submission.

Confidentiality and Nondisclosure. Applicant shall maintain in trust and confidence and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing, and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing. Applicant may use such information, documents and data only to the extent required for the purposes described in this RFP. Applicant shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized use and disclosure and from loss.

Maine Freedom of Access Act. Information submitted by an Applicant in any proposal becomes public information, and is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S. Section 401 et seq. ("FOAA"), except as provided therein. Applicant acknowledges that MaineHousing is required to comply with FOAA.

Protest Procedures. Protests of any award made pursuant to this RFP must be submitted in writing to MaineHousing at the address given on the cover page of this RFP, to the attention of: Director. To be considered, protests must be received by MaineHousing within fifteen (15) calendar days from the date of notification of the contract award and provide specific reasons and any supporting documentation for the protest.

Women and Minority Owned Businesses. Women and minority owned businesses are encouraged to apply. To subcontract any of the work, Applicant must follow the steps outlined in 2 CFR 200.321.

APPENDIX A

APPLICANT INFORMATION SHEET

for

MaineHousing RFP for Winter Overnight Warming Shelters 2026-2027

Please provide the following information, completed and signed, and place this form at the **front** of the application:

General Information	
Applicant Name:	
Federal Tax ID:	
Street Address:	
City, State, Zip:	
Telephone#:	
Homeless Service Hub Where Shelter will be Located (See Appendix C.)	
List of Partnering Organizations and Role in Shelter Program	
Contact Person for Questions	
Name:	
Title:	

E-mail Address:	
Telephone#:	
Description of Capacity	
Summarized Narrative of Applicant's ability to provide the services required under this RFP	
List of planned resources to be assigned to meet the obligations of this RFP	
TOTAL BUDGET REQUEST	

APPENDIX B

APPLICANT CERTIFICATION FORM

for
MaineHousing RFP for Winter Overnight Warming Shelters 2026-2027

Applicant Name	
Applicant Address	

The undersigned Applicant represents and certifies as follows:

1. The prices in this Application have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Applicant or potential Applicant.
2. No attempt has been made at any time to induce any firm or person to submit any intentionally high or noncompetitive Application or to otherwise submit or refrain from submitting an Application for the purpose of restricting competition.
3. Applicant has not given, and will not give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or representative of MaineHousing in connection with this RFP.
4. Applicant acknowledges that MaineHousing will determine whether a conflict of interest exists and that MaineHousing reserves the right to disqualify any Applicant on the grounds of actual or apparent conflict of interest.
5. Applicant has not employed or retained any person or entity to solicit or obtain any contract resulting from this RFP and has not paid or agreed to pay to any person or entity any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of any such contract.
6. Applicant understands and acknowledges that the representations in its Application are material and important and will be relied on by MaineHousing in evaluating the Application. Applicant certifies that, to the best of its knowledge, all of the information contained in its Application is true, correct and complete and acknowledges that any intentional misrepresentation by Applicant will disqualify Applicant from further consideration in connection with this RFP.
7. The undersigned individual is legally authorized to sign this Applicant Certification Form for and on behalf of Applicant and to bind Applicant to the statements made herein.

Name, Title and Signature of Individual with Authority to Bind Applicant	
Name	
Title	
Signature	
Date	

APPENDIX C

INFORMATION ON HOMELESS SERVICE HUBS

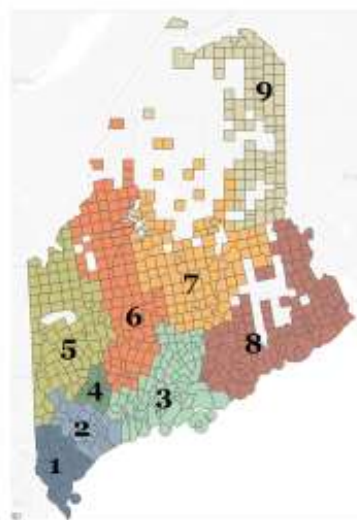
for

MaineHousing RFP for Winter Overnight Warming Shelters 2026-2027

REGIONAL HOMELESS SYSTEM DESIGN AND IMPLEMENTATION

The nine Homeless Service Hubs operate from a framework from which coordination of activities such as provider training, coordination, referrals and distribution of housing resources can be efficiently deployed. This new structure allows homeless service providers to effectively implement the new Coordinated Entry System, standardize training, engage other mainstream systems such as justice and healthcare and remove access barriers for individuals seeking support. Coordinated Entry is a consistent, streamlined process for accessing the resources available in the homeless crisis response system. Through Coordinated Entry, a Continuum of Care (CoC) ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. Each Homeless Service Hub determines its own governance structure and process for system engagement, but with commitment to similar driving principles of person-centered care.

Maine Homeless Response System Service Hub Structure



- Hub 1: York
- Hub 2: Cumberland
- Hub 3: Midcoast: Sagadahoc, Knox, Lincoln, Waldo and Towns of Brunswick and Harpswell
- Hub 4: Androscoggin
- Hub 5: Western: Oxford, Franklin and Towns of Livermore and Livermore Falls
- Hub 6: Central: Somerset and Kennebec
- Hub 7: Penquis: Penobscot and Piscataquis
- Hub 8: Downeast: Washington and Hancock
- Hub 9: Aroostook

Hub	Hub Coordinator Name	Hub Coordinator Organization	Email	Phone
1	Abigail Woods	York County Community Action Corporation	abigail.woods@yccac.org	207-502-9415
2	Nakesha Blackwood	United Way of Southern Maine	nblackwood@uwsme.org	207-347-2345
3	Alexis Raymond	United Way of Midcoast Maine	alexis@uwmcm.org	207-443-9752
4	Julia Kimball	Lewiston Housing Authority	jkimball@lewistonhousing.org	207-240-8265
5	Emily Richards	Western Maine Community Action	erichards@wmca.org	207-860-4469
6	Nicole Frydrych	Volunteers of America Northern New England	nicole.frydrych@voanne.org	207-751-8288
7	Jen Lolar	Community Health and Counseling Services	jlolar@chcs-me.org	207-922-4600 ext. 6403
8	Jace Farris	Community Health and Counseling Services	jfarris@chcs-me.org	207-922-4600 ext. 6101
9	Shelby Wilson	Presque Isle Housing Authority	swilson@pihousing.org	207-768-8231

APPENDIX D

KEY PROPOSAL DATES

for

MaineHousing RFP for Winter Overnight Warming Shelters 2026-2027

All dates are subject to change at MaineHousing's discretion. All proposal documents, correspondence, and/or questions must be emailed to: warmingshelterrfp@mainehousing.org

RFP Issuance:	
Date Issued:	<u>August 14, 2026</u>
Questions & Answers:	
Questions:	Questions will be received: Until: <u>August 25, 2026 no later than 5 p.m. EST</u> Questions must be emailed directly to: warmingshelterrfp@mainehousing.org
Answers:	All questions, and their subsequent answers, will be posted on the MaineHousing website for public viewing. Questions will be answered no later than: <u>August 28, 2026</u> <i>To locate these postings, go to the MaineHousing website located at:</i> https://www.mainehousing.org/rfp
Pertinent Proposal Dates:	
Deadline for Proposal Submission:	<u>September 11, 2026</u> , no later than 5:00 p.m. EST <i>**Please be sure emailed proposal is in PDF format, as well as all supplemental documentation.</i>
Proposal Evaluation Review and Demonstration Phase:	From: <u>September 14-September 25, 2026</u>
Contract Offering:	<u>Week of September 28, 2026</u>

APPENDIX E



2026 - 2027 Warming Shelter Program Budget	
Shelter:	Program Period: 2026 - 2027
Funding Sources	Budget
MaineHousing State Funds	0.00
Other Funds Leveraged	0.00
Total Budget	0.00
Staffing & Benefit Expenses	
	0.00
	0.00
	0.00
	0.00
	0.00
Total Staffing & Benefit Expenses	0.00
Operation Expenses	
	0.00
	0.00
	0.00
	0.00
	0.00
Total Operation Expenses	0.00
Other Expenses	
	0.00
	0.00
	0.00
	0.00
	0.00
Total Other Expenses	0.00
Admin/Indirect Expenses	
	0.00
	0.00
	0.00
	0.00
	0.00
Total Admin/Indirect Expenses	0.00
Total Warming Shelter Expenses	0.00
Total Leveraged Funds	0.00
Total Requested MaineHousing Funds	0.00

APPENDIX F
CONFLICT OF INTEREST DISCLOSURE FORM AND
CONFLICT OF INTEREST POLICY – MAINEHOUSING
PARTNERS *

for
MaineHousing RFP for Winter Overnight Warming Shelters 2026-
2027

To maintain the continued confidence of Maine citizens in carrying out our joint mission to assist Maine people in obtaining and maintaining quality affordable housing, MaineHousing Partners must avoid situations which are, or appear to be, at odds with their responsibilities to MaineHousing. Maine law and federal regulations (when federal funding is involved) govern conflicts of interest.

MaineHousing Partners must ensure that no person who is an employee, agent, or consultant of the Partner – and who performs any functions with respect to any MaineHousing program – may obtain a personal or financial interest or benefit (other than their earnings) from MaineHousing programs, either for themselves or for those with whom they have family, business, or close personal ties. As soon as the Partner becomes aware of a potential conflict of interest:

- The Partner must disclose to MaineHousing all personal and business relationships between Partner’s employees and any contractors, agents, or consultants who work on MaineHousing programs.
- The Partner must disclose to MaineHousing all employees (including temporary employees and volunteers) of the Partner who are applicants for MaineHousing programs administered by the Partner.
- The Partner must disclose to MaineHousing anyone who will be paid for work on MaineHousing programs who is a current or former MaineHousing employee or commissioner – or has family, business, or close personal ties with a current or former MaineHousing employee or commissioner (within the last year.)

Conflict of Interest Definitions

A conflict of interest arises when the personal interest of an employee (or a family member, friend, or business associate of the employee) conflicts or potentially conflicts with the employee’s work duties or responsibilities to MaineHousing. Conflicts of interest can occur when actions may be improperly influenced by a secondary motive, such as:

- financial gain,
- professional advancement, or
- desire to do favors for family and friends.

An appearance of a conflict of interest exists if circumstances are believed to create a risk that decisions may be improperly influenced by other motives. It is important to note that a conflict of interest may exist, regardless of whether any unethical or improper act has taken place.

A direct interest occurs when the employee individually, or through a majority stakeholder position in an entity, owns or is a party to any contract, business agreement, project, or property. Individuals with management, control or other decision-making responsibilities, or voting rights for an entity, are also considered to have a direct interest.

* This policy applies to all individuals and organizations who receive funding from or who have a business or contractual relationship with MaineHousing. Pertinent partners include, but are not limited to: Grantees, Subgrantees, Sub-recipients, Community Action Agencies, Shelters, Developers, Applicants, Contractors, Administrators, and Vendors.

An indirect interest occurs when family members, friends, or business associates of the employee have ownership or contractual rights in any contract, business agreement, project, or property. Shares in an entity by the employee or commissioner through an investment vehicle, a trust or estate arrangement, mutual fund, or other intermediary also meets the definition of an indirect ownership interest. Additionally, any ownership interest in a related entity (such as a parent company or subcontractor) that plans to do business with MaineHousing is considered an indirect interest.

Family members are defined broadly, and include spouse/partner, mother, father, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, first cousin, grandparent, grandchild. Family members also include all "half" or "step" relatives (e.g. half-brother or step-daughter).

Conflict of Interest Procedures

Personal or Business Relationships Involving Employees

As soon as a Partner becomes aware of a personal or business relationship involving an employee that could give rise to perceived partiality, an appearance of a conflict of interest, or an actual conflict of interest in connection with MaineHousing programs, the Partner shall disclose the relationship to MaineHousing in writing, with a description of the Partner's plan to manage the potential conflict. Once reviewed and approved by MaineHousing's Internal Auditor, the plan must be signed by the employee and representative(s) of the Partner and submitted to MaineHousing. Plans must be reviewed and re-signed once a year.

Employees as Applicants for MaineHousing Programs

If eligible, Partner employees (including temporary staff and volunteers) are encouraged to apply for MaineHousing programs administered by the Partner. However, in advance of a benefit being paid, approval of any program application by a partner employee requires two levels of signature, including the Director or other Senior Executive of the Partner.

Copies of signed applications must be submitted to MaineHousing, and maintained by the Program Department in accordance with required Records Retention periods. The Partner must also retain original signed and approved applications in accordance with required Records Retention periods.

Compliance with the Partner Conflict of Interest Policy and Procedures will be monitored by MaineHousing staff and subject to periodic program audits.

If you are unsure whether a situation constitutes a conflict of interest, please consult with your contact at MaineHousing, or email MaineHousing's Internal Auditor, Kimberly Whitley, at kwhitley@mainehousing.org.

APPENDIX F
MAINEHOUSING PARTNERS
CONFLICT OF INTEREST DISCLOSURE FORM

I have read and understand the Conflict of Interest Policy – MaineHousing Partners.

☐ YES

☐ NO

Do you (or any of your principals or affiliates, or anyone who will be paid for work in connection with the project, program, contract or services at hand), have business ties, family relationships, or other close personal relationships with a current MaineHousing commissioner or employee or anyone who was a MaineHousing commissioner or employee within the past year?

☐ NO

☐ YES (please describe below, or attach)

Signed: _____

Date: _____

Printed Name: _____

Title: _____

APPENDIX G
STATE OF MAINE HOMELESS
MANAGEMENT INFORMATION SYSTEM
AGENCY PARTICIPATION AGREEMENT

by and between

**Institute for Community Alliances and {\$Agency}
{\$OtherAgency}**

January 1, 2026 – December 31, 2026

THIS MAINE HOMELESS MANAGEMENT INFORMATION SYSTEM AGENCY PARTICIPATION

AGREEMENT is made by and between the Institute for Community Alliances as the primary coordinating entity for the Maine Homeless Management Information System network and **{\$Agency} {\$OtherAgency}**, located at **{\$Address}**.

WHEREAS, the Agency participates in Maine Homeless Management Information System (“HMIS”) network, which is a collaborative effort among the Institute for Community Alliances (ICA) and the Continuum of Care in Maine to provide for the collection of data concerning homeless persons in Maine and the use of that data to ensure that appropriate, non-duplicative services are provided to those persons; and

- **WHEREAS**, in connection with the successful implementation of Wellsky Community Services, a web-based system for recording and tracking client information, for the Agency facilitated by ICA, HMIS will be used for gathering information on client demographics, determining utilization of services, and case management as required by HUD and the Maine Balance of State Continuum of Care.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, ICA and Agency hereby agree as follows:

I. Definitions

- A. “Agency” means the agency that is a party to this Agreement.
- B. “Client” means a consumer of services provided by or through Agency.
- C. “Participating Program” means a contributory program who records data elements regarding clients served and discloses these data elements through agreed upon means to the lead HMIS agency.

II. WellSky Community Services Use and Data Entry

- A. Agency shall comply with the policies and procedures applicable to agencies participating in HMIS and using WellSky Community Services. Modifications to the HMIS policies and the user policies may be made by ICA in consultation with participating agencies, and as needed, without such consultation, for the purpose of the smooth and efficient operation of the WellSky Community Services system or as required by law.
 - 1. All users of WellSky Community Services at or under the control of the Agency are required to have had training by ICA HMIS training staff before using the WellSky Community Services database.
 - 2. Agency shall ensure that all staff, volunteers, and other persons issued a user ID and password for WellSky Community Services receives information and training concerning the confidentiality of Client information and signs the ICA HMIS User Agreement at the conclusion of HMIS Training
 - 3. Agency shall use Client information in the WellSky Community Services database, as provided to Agency or a Participating Program, to assist Agency in providing adequate and appropriate services to the Client. This Agreement does not require or imply that services provided to Clients are contingent upon a Client's participation in the WellSky Community Services database. Services should be provided to Clients regardless of WellSky Community Services participation if the Clients would otherwise be eligible for the services.
 - 4. Agency shall enter information into the WellSky Community Services database in a consistent manner and will strive for real-time, or close to real-time data entry.
- B. Agency shall not alter information in the WellSky Community Services database entered by another Participating Program.
- C. Agency shall not cause the corruption of the WellSky Community Services database in any manner.
- D. Agency shall enforce all user policies to which its employees and agents are subject.
- E. If this Agreement is terminated, the HMIS System Administrator will provide Agency with a copy of its Client data, upon request.
 - a. Following termination of the Agreement, Agency will have restricted access to the HMIS System and the Advanced Reporting Tool.
 - b. Following termination of the Agreement, Agency will have access to the system for an additional 90 days or until Agency informs ICA the Annual Performance and Evaluation Report has been run, whichever period is shorter

- F. Agency shall not include profanity or other offensive language in the WellSky Community Services database.
- G. Agency shall not include or transmit any material in violation of any federal or state law or regulation. This includes, but is not limited to, copyrighted material, material illegally judged to be threatening or obscene, and material protected by trade secret.
- H. Agency shall not use the WellSky Community Services database for the purpose of defrauding federal, state or local governments, individuals or entities, or to conduct any illegal activity.

III. Training and Technical Assistance

- A. ICA shall assure that HMIS training personnel provide the necessary training for Agency staff in the use of WellSky Community Services. HMIS training staff will provide training updates as necessary and reasonable due to staff changes and changes in technology.
- B. ICA HMIS technical personnel will be available for continuing technical support as related to the HMIS system, within budgetary constraints.
- C. ICA will assure that HMIS technical personnel and the HMIS vendor (WellSky, Inc.) operate and maintain the network servers, software, data lines, and any other network or communication devices at the host site that are necessary for the proper functioning of the HMIS system. Agency shall provide and maintain its own high-speed connection to the Internet, and all other hardware needed for proper access of the HMIS network.

IV. Confidentiality

- A. Agency shall comply with all applicable federal and state confidentiality regulations and laws that protect Client information and records, and Agency shall only release Client records with written consent by the Client or when required by law.
 - 1. Without limiting the generality of the foregoing, Agency shall specifically comply with federal confidentiality regulations contained in 42 C.F.R. Part 2 regarding disclosure of alcohol abuse and/or drug abuse records. In general terms, federal regulations prohibit the disclosure of alcohol abuse and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom the record pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is not sufficient for the purpose of disclosing alcohol abuse and/or drug abuse records.
- B. Agency shall provide a verbal explanation of the HMIS database and the terms of consent to each Client. Agency shall arrange for a qualified interpreter or translator in

the event that an individual is not literate in English or has difficulty understanding the consent form.

- C. Agency understands that data entered into WellSky Community Services is stored in a HIPPA compliant data center. The file server, including encrypted and identifying Client information, will be located at a facility designated by WellSky, Inc..
- D. Agency shall utilize an HMIS Client Informed Consent/Release of Information form for all Clients providing information for the database that is shared through a continuum sharing group. The Client Informed Consent/Release of Information form, once signed by the Client, authorizes Client data to be entered into the WellSky Community Services database and for the record to be shared and accessed by participating HMIS agencies. Agency shall record, in the database, client consent as specified in the Release of Information.
- E. Agency shall not solicit or input information from Clients into the HMIS database unless it is essential to provide services to Clients, meet HUD standards and/or reporting requirements.
- F. Agency shall ensure that all staff, volunteers, and other authorized persons issued a user ID and password for WellSky Community Services receive information and training concerning the confidentiality of Client information and sign the Minimum Required Data Set Agreement and the User Confidentiality and Responsibility Certification.
 - 1. A signed copy of the User Confidentiality and Responsibility Certification shall be forwarded to the HMIS System Administrator, ICA, 1111 9th Street, Suite 380, Des Moines, IA 50314 for the purposes of system administration.
 - 2. Agency shall ensure compliance with WellSky Community Services user license agreements as well as user ID and password policies and procedures as set forth in the HMIS User Confidentiality and Responsibility Certification.
- G. Agency understands that it is the custodian of agency-specific Client data and shall not be denied access to that Client data. As per the Maine HMIS Policies and Procedures identifiable client records are owned by the client. Agency acknowledges that it does not own Client data entered by other Participating Program(s), even if Agency has entered into a Memorandum of Understanding or Participation Agreement with the other Participating Program(s). In accessing Client data of other Participating Program(s), Agency shall be bound by all restrictions placed upon the data by the Client of the other Participating Program(s).
- H. Agency shall obtain and record the appropriate Client Release of Information signed by its Client before sharing any specific and identifiable Client information with other Participating Program(s).
- I. Agency shall keep signed copies of the Client Release of Information for a period of

seven years.

- J. If a Client withdraws consent for release of information, Agency shall ensure that the Client's information that has not already been released under the prior consent will be unavailable to any other Participating Program(s) from the date of withdrawal of consent forward.

v. HMIS Security

- A. ICA shall retain a System Administrator and at least one backup System Administrator for the purposes of:
 - 1. Overall system administration and maintenance.
 - 2. Validating, establishing, and granting security clearances to participating agencies.
 - 3. Ensuring that security procedures are followed.
 - 4. Troubleshooting and technical assistance to agencies.
 - 5. Providing a single point of contact for agencies, HMIS contracted vendors, and the WellSky Community Services vendor.
- B. Agency acknowledges and understands that the HMIS System Administrator will have access to identifiable Client data. Agency understands that the HMIS backup System Administrator(s) will have access to identifiable Client data in instances where the HMIS System Administrator is unavailable for an extended period of time.
- C. A copy of any executed Sharing Agreement between Agency and any other Participating Program(s) as it pertains to the sharing of data and/or security through the HMIS network must be provided to the HMIS System Administrator, ICA, 1111 9th Street, Suite 380, Des Moines, IA 50314, for the purpose of maintaining proper system security. Each Coordinated Services Agreement must contain language addressing coordinated user, security, and data sharing policies that are consistent with the HMIS Manual and in accordance with the WellSky Community Services UserLicense Agreement.
- D. Agency is obligated to ensure that within 24 hours of a change affecting Agency (contact information, staff changes, etc.), the HMIS System Administrator has current and accurate data regarding the Agency Administrator and WellSky Community Services user information for Agency.
- E. Agency is obligated, once identified and notified, to rectify any violations of this Agreement or the Minimum Required Data Set Agreement and the User Confidentiality and Responsibility Certification.

VI. Access to Data

- A. Agency's access to data on Clients it does not serve shall be limited to non- identifying and statistical data unless the sharing of identifiable Client data is allowable under an executed Coordinated Services Agreement that conforms with the terms of this Agreement.
- B. Agency or ICA may make aggregate data pertaining to services for homeless persons available to other entities for funding or planning purposes. However, such aggregate data shall not directly identify individuals.
- C. If this Agreement is terminated; ICA and each other Participating Program shall maintain their respective rights to the use of all Client data previously entered by Agency, subject to any restrictions requested by the Client.

VII. Other Terms and Conditions

- A. ICA shall not be liable to Agency for any cessation, delay, or interruption of any HMIS services, nor for any malfunction of HMIS hardware, software, or equipment.
- B. This Agreement shall be in force until terminated in writing by either party. This Agreement shall be renewed annually. Without limiting the generality of the foregoing or the right of ICA to terminate this Agreement for any reason, ICA may terminate this Agreement if funding for HMIS or any part thereof becomes unavailable or is restricted.

IN WITNESS WHEREOF, ICA and Agency have executed this Agreement by their respective duly authorized representatives.

Institute for Community Alliances

Signature

{ \$ ICA Director }

Printed Name

{ \$ ICA Director Email }

Email

Date

HMIS Director

Title

515-246-6643

Phone

{ \$Agency }

Signature

Date

{ \$Name }

{ \$Title }

Printed Name

Title

{ \$Email }

{ \$Phone }

Email

Phone