



Alaska Homeless Management Information System (AKHMIS) Coordinated Services Agreement

INTRODUCTION

The Alaska Homeless Management Information System (AKHMIS) is an internet-based record-keeping system that is used by some Covered Homeless Organizations (CHOs) within the State of Alaska’s Continuums of Care (AK CoCs) – the Alaska Balance of State CoC (AK 501) and the Anchorage CoC (AK 500) – to record and store client-level information about the numbers, characteristics, and needs of persons at-risk of or experiencing homelessness. The AKHMIS central server is administered by WellSky™ and the HMIS Lead Agency administers CHO and user licensing, training, and compliance for the AKHMIS.

The AKHMIS creates an unduplicated count of experiencing homelessness, which may include those at-risk of experiencing homelessness, and develops aggregate information that assists in developing policies to end homelessness. In addition, the AKHMIS allows CHOs to share information electronically about clients, including their service needs, to better coordinate services.

A Covered Homeless Organization (CHO) is defined as any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses, or processes protected personal information (PPI) on clients at-risk of or experiencing homelessness for an HMIS. This definition includes both organizations that have direct access to the AKHMIS (AKHMIS-Participating Organizations), as well as those organizations who do not directly access but do record, use, or process PPI for the listed purposes (AKHMIS Partner Organizations).

PPI can only be shared between and among AKHMIS-Participating Organizations that have established their commitment to privacy and security by entering into a Statewide Interorganizational Data Sharing & Coordinated Services Agreement. Allowable uses and disclosures of PPI are described in the Alaska Continuums of Care Privacy Policy (AK CoCs Privacy Policy). Any uses and disclosures of PPI not described in the AK CoCs Privacy Policy are only allowable with written client consent.

DISPLAY OF NOTICE:

Pursuant to the notice published by the Department of Housing and Urban Development (HUD) on July 30, 2004, the Organization will prominently display at each intake desk (or comparable location) the Alaska Continuums of Care Consumer Notice (AK CoCs Consumer Notice) that explains generally the reasons for collecting identified information in AKHMIS and the client rights associated with providing Organization staff with identified data. The Organization will ensure clients’ understanding of their rights. Additionally, if the Organization maintains a public webpage, the current version of the AK CoCs Consumer Notice must be posted on the Organization’s webpage.

PURPOSE

The purpose of the AKHMIS Coordinated Services Agreement (hereinafter “Agreement”) is to coordinate client-level data entry into the AKHMIS among AKHMIS-Participating Organizations. Coordinated data entry will improve the housing and supportive services provided by the organizations. The signed Agreement will be maintained by the HMIS Lead Agency.

PARTIES

The following CHOs hereby enter into this Agreement, which will allow the AKHMIS User(s) listed below to enter client data as, or on behalf of, the CHO listed below and/or to report on behalf of the CHO.

AKHMIS User(s): _____ AKHMIS User(s) Level: _____

CHO where the user(s) are employed: _____

The AKHMIS User(s) named above will have access to the following AKHMIS Provider(s):

CHO of PROVIDER (ORGANIZATION NAME)	PROVIDER (PROJECT NAME) (include Provider ID #)

ACKNOWLEDGMENTS

The CHOs signing to this Agreement:

- Acknowledge that in transmitting, receiving, storing, processing, or otherwise dealing with any protected personal information (PPI), they are fully bound by state and federal statute or regulations governing confidentiality of patient records, including the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), and cannot use or disclose the information except as permitted or required by this Agreement, the Alaska Continuums of Care (AK CoCs) Privacy Policy, or by law.
- Acknowledge that they are prohibited from making any further disclosure of PPI unless further disclosure is an allowable use or disclosure as laid out in the Alaska Continuums of Care Privacy Policy, or as otherwise permitted by state and federal regulations governing confidentiality of patient records, including the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164).
- Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of PPI.
- Agree to endeavor to notify each of the other CHOs, within one business day of any breach, use, or disclosure of the PPI not provided for by this Agreement, or as laid out in the AK CoCs Privacy Policy.
- Agree to adhere to the standards outlined within the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164) and pertinent federal regulations which provide consumers access to their protected information, (164.524), the right to amend protected information (164.526), and receive an accounting of disclosures of protected information (164.528).
- Agree to notify each of the other CHOs of their intent to terminate their participation in this Agreement in compliance with Section Period of Operation and Termination of this Agreement.

- Agree to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to PPI pertaining to clients, unless expressly provided for in state and / or federal regulations. The CHOs agree to give notice of such action as with any other security breach or unplanned disclosure.
- Agree to abide by all other AK CoCs governing documents, including the AK CoCs Privacy Policy, AK CoCs Security Policy, AKHMIS Policies and Procedures, AKHMIS Data Quality Plan, AKHMIS Organization Partnership Agreement, and AKHMIS User Agreement.
- Agree to maintain current AKHMIS Organization Partnership Agreements with The HMIS Lead Agency. The AKHMIS user named in this Agreement must maintain a current AKHMIS User Agreement with the HMIS Lead Agency.
- Acknowledge that the CHO under whose AKHMIS Provider data is entered will be responsible, along with the HMIS Lead Agency, for ensuring data quality and completeness standards are met.

AMENDMENTS

Amendments, including additions, deletions, or modifications to this Agreement, may be proposed in writing by either CHO for consideration of the AKHMIS Advisory Board, with final approval made by the AK CoCs. If the proposed amendment is approved by the AK CoCs and agreed to by the CHOs listed in this Agreement, the HMIS Lead Agency will amend this Agreement, and forward it to the CHOs for signature.

PERIOD AND TERMINATION

This Agreement will become effective upon signature by both CHOs and shall remain in effect until terminated. Each CHO shall have the right to terminate this Agreement upon 45 days prior written notice to the other CHO. If the Agreement is to be terminated, the CHO that employs the named user is responsible for notifying the HMIS Lead Agency prior to the termination date. Written notice should be sent to AKHMIS@icalliances.org. The Agreement will terminate automatically when the named user no longer has an active AKHMIS user license. Violation of any component will constitute immediate termination of the Agreement.

SIGNATURE

The signatures below constitute acceptance of this "Coordinated Services Agreement" and the signatories confirm that they are duly authorized to enter into the Agreement on behalf of their respective entities.

Covered Homeless Organization that employs the AKHMIS User accessing and entering data on behalf of a different Covered Homeless Organization in AKHMIS:

CHO Name (User's Employer)

Signature of Executive Director or equivalent authorized signer

Date

Name of Executive Director or equivalent authorized signer

Covered Homeless Organization that is allowing the AKHMIS User named in this Agreement to access and enter data on behalf of their project(s) in AKHMIS:

CHO Name (Data Provider)

Signature of Executive Director or equivalent authorized signer

Date

Name of Executive Director or equivalent authorized signer