



Alaska Homeless Management Information System (AKHMIS)

Data Sharing 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 Institute for Community Alliances (ICA) administers CHO and user licensing, training, and compliance for the AKHMIS.

The AKHMIS creates an unduplicated count of individuals and households 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 Data Sharing 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 Data Sharing Agreement (hereinafter "Agreement") is to establish client-level data sharing with other AKHMIS-Participating Organizations in the Alaska CoCs Statewide Network of CHOs. The signed Agreement will be maintained by the Institute for Community Alliances (ICA).

COLLABORATING PARTIES

The following Covered Homeless Organizations (CHOs) hereby enter into the Agreement:

The list of participating Organizations can be found [here](#)

TERMS

By establishing this Agreement, the collaborating CHOs agree, within the confines of the Alaska Continuums of Care Statewide Network of CHOs and the AK CoCs Privacy Policy, that:

1. In transmitting, receiving, storing, processing, or otherwise dealing with any PPI, they are fully bound 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), and cannot use or disclose the information except as permitted or required by this Agreement, the AK CoCs Privacy Policy, or by law.
2. They are prohibited from making any further disclosure of this information unless further disclosure is expressly permitted by the AK CoCs 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).
3. They will use appropriate safeguards to prevent the unauthorized use or disclosure of the PPI.
4. They will notify each of the other CHOs, within one business day of any breach, use, or disclosure of PPI not provided for by this Agreement or the AK CoCs Privacy Policy.
5. They will adhere to the standards outlined within the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164) which provides 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).
6. PPI that is used or disclosed will not be used to harm or deny any services to a client.
7. The CHO shall not solicit or input information from clients to enter into the AKHMIS unless it is essential to provide services.
8. Clients have the right to request information about to whom their PPI was released in the State of Alaska Continuums of Care Statewide Network of CHOs.
9. They will notify ICA of their intent to terminate their participation in this Agreement.
10. They will 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.
11. A violation of the above will result in immediate disciplinary action.

Whereby the above-named CHOs agree to use and disclose the following PPI, as relevant for their projects, via the AKHMIS and as laid out in the AK CoCs Privacy Policy:

- Client Full Name, including any Alias entered into the AKHMIS
- Client Social Security Number
- Client Date of Birth
- Entry / Exit Assessment and Information
- Case Manager Information
- Incident History
- Client Service Transactions History
- Client Program Goals
- Client Photo
- Vulnerability Assessment as it relates to Coordinated Entry

PERIOD AND TERMINATION

This Agreement is effective from the date of signature and will remain in effect until a new Agreement is signed or the organization is no longer participating in the AKHMIS.

SIGNATURE

The signature below constitutes agreement with and acceptance of the terms and conditions set forth in this "Data Sharing Agreement".

DO NOT USE.

Signature of Executive Director or equivalent authorized signer

Date

Request Official Copy

Name of Executive Director or equivalent authorized signer

Covered Homeless Organization (CHO) Name

from ICA.