



Alaska Homeless Management Information System (AKHMIS) Organization Partnership 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 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 Organization Partnership Agreement (hereinafter "Agreement") is to establish CHO participation in AKHMIS and to ensure CHOs entering client-level data into the AKHMIS know and strive to meet or exceed minimum data collection requirements applicable to the Organization's projects in AKHMIS. The signed Agreement will be maintained by the Designated HMIS Lead Agency.

CONFIDENTIALITY

Hereinafter, the “Organization” is the CHO named in this Agreement:

1. The Organization shall uphold relevant federal and state confidentiality regulations and laws that protect client records, and the Organization shall only release client records in accordance with this Agreement and the Alaska Homeless Management Information System Policies and Procedures (AKHMIS Policies and Procedures).
2. The Organization shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and / or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and / or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Organization understands that federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.
3. The Organization shall abide specifically, when applicable, with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and corresponding regulations passed by the Federal Department of Health and Human Services.
4. The Organization **shall not** solicit or input information from clients into AKHMIS unless it is essential to provide or coordinate services, to develop reports and provide data, or to conduct evaluation or research. Furthermore, the Organization shall provide its clients a verbal explanation of AKHMIS and the allowable uses and disclosures of the data therein and shall arrange for a qualified interpreter or translator if an individual is not literate in English or has difficulty understanding the Alaska Continuums of Care Privacy Policy (AK CoCs Privacy Policy).
5. The Organization agrees to abide by the allowable uses and disclosures of protected personal information (PPI), as laid out in the AK CoCs Privacy Policy. Any other uses and disclosures of PPI by the Organization requires written client consent.
6. The Organization agrees that services must not be contingent upon clients’ consent to share their data with other providers in AKHMIS. Services should be provided to clients regardless of clients’ consent to share data, provided the clients would otherwise be eligible for the services.
7. The Organization is responsible for ensuring that its users comply with the requirements laid out in the AK CoCs Privacy Policy and the Alaska Continuums of Care Security Policy (AK CoCs Security Policy).
8. The Organization shall ensure that all staff and volunteers issued a User ID and password for HMIS will comply with the following:
 - Read and abide by this AKHMIS Organization Partnership Agreement;
 - Read and abide by the AKHMIS Policies and Procedures;
 - Read and sign the AKHMIS User Agreement;
 - Participate in new user privacy and security training and on-going security training on an annual basis;
 - Participate in additional trainings as required by the AKHMIS Policies and Procedures;
 - Maintain a unique User ID and password, and not share or reveal that information to anyone by written or verbal means; and
 - Read the AKHMIS email newsletter.
9. The Organization shall conduct criminal background checks on all staff and volunteers before requiring potential users to attend new user training led by the HMIS Lead Agency. Individuals with a history of perpetrating fraud, identity theft, or misuse of confidential information, or an individual who is under investigation for such issues, shall not be permitted a user license.
10. The Organization understands that the file server will contain all Client information. The Organization understands that all client information will be encrypted on a file server physically located in a locked office with controlled access, at the office of WellSky™ located at Iron Mountain, Phoenix, Arizona.

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11. The Organization shall not be denied access to client data entered by the Organization. CHOs are bound by all restrictions placed upon the data by the AK CoCs Privacy Policy. The Organization shall not knowingly enter false or misleading data under any circumstances.
12. 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.
13. If this Agreement is terminated, the HMIS Lead Agency and remaining CHOs shall maintain their right to the use of all client data previously entered by the terminating Organization; this use is subject to any restrictions laid out in the AK CoCs Privacy Policy.

AKHMIS USE AND DATA ENTRY

The Organization shall follow, comply with, and enforce the AKHMIS User Agreement, the AKHMIS Policies and Procedures, and the AKHMIS Data Quality Plan (located at www.icalliances.org/alaska). Modifications to the AKHMIS User Agreement, AKHMIS Policies and Procedures, and AKHMIS Data Quality Plan needed for the purpose of smooth and efficient operation of the AKHMIS and to meet HUD requirements shall be established in consultation with the AKHMIS Advisory Board, with final approval made by the AK CoCs. The HMIS Lead Agency will announce approved modifications in a timely manner via the AKHMIS Newsletter.

1. The Organization shall only enter individuals in AKHMIS that exist as clients under the Organization's jurisdiction. The Organization shall not misrepresent its client base in AKHMIS by knowingly entering inaccurate information.
2. The Organization shall use client information in AKHMIS, as provided to the Organization or CHOs, to assist the Organization in providing adequate and appropriate services to the client.
3. The Organization shall consistently enter information into AKHMIS and will strive to meet the data completeness, timeliness, and accuracy standards in the AKHMIS Data Quality Plan.
4. The Organization will not alter information in AKHMIS that is entered by another covered homeless organization with inaccurate information (i.e., Organization will not purposefully enter inaccurate information to over-ride information entered by another CHO).
5. The Organization shall not include profanity or offensive language in AKHMIS. This does not apply to the input of direct quotes by the client if the Organization believes that it is essential to enter these comments for assessment, service, and treatment purposes.
6. The Organization shall utilize AKHMIS for business purposes only.
7. The Organization shall not use AKHMIS with intent to defraud federal, state, or local governments, individuals, or entities, or to conduct any illegal activity.
8. The HMIS Lead Agency will provide initial training and periodic updates to that training to Organization staff on the use of the AKHMIS.
9. The ICA Help Desk (AKHMIS@icalliances.org) should be utilized for technical assistance.
10. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secrets.
11. The Organization must be an active participant in the AK CoC in which they operate.
12. An Organization may establish a Memorandum of Understanding (Coordinated Services Agreement) with another CHO so that a licensed user at that CHO may enter data on the Organization's behalf. The MOU must be approved

by the HMIS Lead Agency and signed by the Executive Directors or the immediate supervisors of the employees responsible for the AKHMIS activities at both organizations, and the licensed user at the CHO who will have privileges to access the Organization's data.

DATA QUALITY BACKGROUND

The AKHMIS Data Quality Plan sets expectations for the Alaska's Continuums of Care (AK CoCs) – the Alaska Balance of State CoC (AK 501) and the Anchorage CoC (AK 500), the HMIS Advisory Board, the Designated HMIS Lead Agency, participating organizations, and end users to ensure valid and reliable data is captured on all persons accessing homelessness services in the state of Alaska.

The Universal Data Elements (UDEs), as defined and mandated for collection by HUD, establish the minimum data collection requirements for all homeless housing and/or service projects entering data into AKHMIS, regardless of funding source.

These elements collect information on the basic demographics of the population being served, including personally identifying information (PPI), and therefore are critical to an AKHMIS's ability to produce unduplicated estimates of the number of people at-risk of or currently experiencing homelessness. Additionally, these elements provide information about access and use of homeless assistance projects, including patterns of service use, information on shelter stays, and episodes of homelessness over time.

The Alaska Specific Data Elements, as designed by the AK CoCs, collect information that is important to Alaska-specific organizations that address and provide funding for Alaska-specific issues.

DATA QUALITY EXPECTATIONS

Every organization participating in AKHMIS is expected to meet all applicable data quality standards as defined in the statewide AKHMIS Data Quality Plan. These standards address the following components of AKHMIS data quality:

- **Data Completeness:** How many of the required data elements in AKHMIS are complete in any given client record;
- **Data Timeliness:** How long it takes for data to be entered into AKHMIS once it is collected;
- **Data Accuracy:** How much does the data entered into AKHMIS reflect the client's or project's reality; and
- **Data Consistency:** How equally the data elements are explained, interpreted, and entered into AKHMIS

If an organization fails to uphold applicable data quality standards, the organization shall implement a Data Quality Improvement Plan, as specified in the AKHMIS Data Quality Plan.

Failure of an organization to comply with a Data Quality Improvement Plan could result in any of the following:

- Loss of user licenses at the organization
- Loss of access to AKHMIS at the project- or organizational-level
- Decreased funding

DATA QUALITY REQUIREMENTS

The Organization is required to abide by the baseline requirements listed below (as defined in the AKHMIS Data Quality Plan).

DATA COMPLETENESS REQUIREMENTS

Standards/Minimum Requirements: *Data completeness is evaluated for the past 12 months to ensure organizations are completing records to the best of their ability, including updating records and entering in additional information that is gained as client interactions take place. The AK CoCs encourage all AKHMIS-participating organizations to aspire to 100% collection of all data elements (Universal, Alaskan, and Program Specific), but recognize that 100% data completeness may not be realistic or possible in all cases. Ultimately, the encouragement to take ownership of quality data is organization-*

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driven. Therefore, the AK CoCs have created minimum requirements for the past 12 months of project data completeness based on HMIS project type to accommodate all situations and ensure all HUD requirements are met, provided in the table below:

HMIS Project Type	Completeness Standard (% of Required Data Entered in HMIS)
Coordinated Entry	95% of required data elements (only applies after client reaches a specific point in the Coordinated Entry process)
Emergency Shelter	95% of required data elements, 25% of required destination data
Homelessness Prevention	95% of required data elements
Permanent Supportive Housing	98% of required data elements
Rapid Rehousing	98% of required data elements
Street Outreach (<i>Clients with a Date of Engagement only</i>)	90% of required data elements (only applies after client has a Date of Engagement)
Supportive Services Only (<i>Excludes Coordinated Entry</i>)	95% of required data elements
Transitional Housing	95% of required data elements

DATA TIMELINESS REQUIREMENTS

Standards/Minimum Requirements: The AK CoCs encourage all AKHMIS-participating organizations to aspire to 100% of data being entered into AKHMIS in a timely manner. However, the AK CoCs recognize that this may not be realistic or even possible in all cases, and therefore have created the following minimum requirements for data timeliness based on HMIS project type:

HMIS Project Type	Client Event	Timeliness Standard (Length of Time to Data Entry in HMIS)
Coordinated Entry	Entry	Live time or within 5 days of contact
	Exit	Live time or within 5 days of contact (<i>backdated to date of last contact</i>)
Homelessness Prevention	Entry, Exit	Live time or within 5 days of contact
Emergency Shelter - Utilizing only an entry/exit workflow	Entry	Live time or within 5 days of shelter stay
	Exit	Live time or within 5 days of project exit (<i>backdated to date of last shelter night stay, the morning of the day the client did not return</i>)
Emergency Shelter - Utilizing shelter stay connected to an entry/exit workflow	Entry	Live time or within 5 days of shelter stay
	Exit	Live time or within 5 days of project exit (<i>backdated to date of last shelter night stay, the morning of the day the client did not return</i>)
Emergency Shelter - Utilizing shelter stay disconnected from an entry/exit workflow	Shelter Stay	Live time or within 5 days of departure (<i>backdated to date of last shelter stay, the morning of the day the client did not return</i>)
	Entry	Live time or within 5 days of the client's first shelter night stay
	Exit (formal project exit)	Live time or within 5 days of project exit
	Auto-Exit (no-contact exit)	After 14 days without a shelter stay, project exit needs to be recorded within 5 days (<i>backdated to date of last shelter night stay, the morning of the day the client did not return</i>)
Permanent Supportive Housing	Entry, Exit	Live time or within 5 days of contact
Rapid Rehousing	Entry, Exit	Live time or within 5 days of contact
Street Outreach	Contacts, Entry	Live time or within 24 hours of contact

HMIS Project Type	Client Event	Timeliness Standard (Length of Time to Data Entry in HMIS)
	Exit (formal project exit)	Live time or within 24 hours of project exit
	Auto-Exit (no-contact exit)	After 90 days of no contact, project exit needs to be recorded within 5 days (<i>backdated to date of last contact</i>)
Supportive Services Only (<i>excludes Coordinated Entry</i>)	Entry, Exit	Live time or within 5 days of contact
Transitional Housing	Entry, Exit	Live time or within 5 days of contact

DATA ACCURACY REQUIREMENTS

External Record Standard: *It is expected that 100% of client paper form data must match the client’s AKHMIS data record, but a minimum of 98% is acceptable.*

Quarterly Correction Standard: *Due to the complexity of data accuracy, specific standards have not been developed. Some amount of data incongruity may be reasonable depending on a client’s or a household’s situation; however, providers should strive to minimize data incongruity that occurs without explanation to help ensure the data reported by the AKHMIS is accurately reflecting the state of homelessness in Alaska. Instead, timely corrections/updates to the following data elements, if and as necessary, are expected of all project types and all data entered into HMIS on a quarterly basis (as per the usual monitoring process):*

UDE Accuracy Measure	Data Element(s) Involved	Accuracy Test
Date of Birth <> Project Start Date	3.03 Date of Birth	3.03 is not the same date as 3.10 for Heads of Household
	3.10 Project Start Date	
Household Error	3.15 Relationship to Head of Household	At least one, and only one, Head of Household per household (no HoH is an error, multiple HoH is an error)
		No infant or young child Heads of Household (under X years of age)
Prior Living Situation and Dependencies are Congruent	3.917 Prior Living Situation	<i>Dependencies (Approx. Date, Time, and Months) answered if 3.917/Length of Time indicate the client came from a homelessness situation</i>
	Length of time in previous place	
	Approximate date homelessness started	
	Number of times experiencing homelessness in the last three years	
Disabling Condition has a Source	3.08 Disabling Condition	If Yes to 3.08, then Yes to at least one 4.## and Yes to corresponding <i>Disabling? dependency</i>
	4.05 Physical Disability	If Yes to <i>Disabling? Dependency for any 4.##</i> , then Yes to the corresponding 4.##
	4.06 Developmental Disability	
	4.07 Chronic Health Condition	
	4.08 HIV/AIDS	
	4.09 Mental Health Problem	
4.10 Substance Abuse		
Monthly Income has a Source	4.02 Income	If Yes to 4.02, then Yes to at least one <i>source</i> If a <i>Source</i> is selected, then 4.02 must be Yes
	Sources	
Non-Cash Benefits has a Source	4.03 Non-Cash Benefits	If Yes to 4.03, then Yes to at least one <i>source</i> If a <i>Source</i> is selected, then to 4.03 must be Yes
	Sources	

UDE Accuracy Measure	Data Element(s) Involved	Accuracy Test
Health Insurance has a Type	4.04 Health Insurance	If Yes to 4.04, then Yes to at least one <i>Source</i> If a <i>Type</i> is selected, 4.04 must be Yes
	Types	
Domestic Violence and Dependencies are congruent	4.11 Domestic Violence	If Yes to 4.11, <i>dependencies (When and Fleeing)</i> are answered; if No to 4.11, <i>dependencies</i> are not answered
	When experience occurred	If answered, 4.11 is Yes and other <i>dependency</i> is answered
	Are you currently fleeing	
Veterans are Not Minors	3.07 Veteran Status	3.07 is not Yes for clients under 18 years of age
	3.03 Date of Birth	
Client Location is Appropriate to Project	3.16 Client Location	3.16 for a client enrollment matches 2.03 for the project
	2.02 Project Information	
	2.03 Continuum of Care Information	
Project funding sources match clients	2.02 Project Information	Specific to a Project – examples include: Age (<i>Minor-/Youth-/Adult-only</i>); Household (<i>Singles-/Families-only</i>); Gender (<i>Single-Gender</i>); Veteran (<i>Veteran-dedicated</i>); <i>Disabling Condition Required</i>
	2.06 Funding Sources	
	<i>Clients in project</i>	
Housing Move-In Date is Accurate	3.20 Housing Move-In Date	Ensure the 3.20 does not predate 3.10
	3.10 Project Start Date	

RESPONSIBILITIES

The responsibilities of the Organization related to this Agreement include the following:

- Maintain a high level of AKHMIS data quality, using the baseline requirements as laid out in the AKHMIS Data Quality Plan as the baseline threshold for meeting the expectation;
- Provide sufficient training, resources, materials, and follow-up to its AKHMIS users to ensure a high level of understanding related to entering data into AKHMIS
- If your organization separates data collection duties from HMIS data entry duties, data collection staff and data entry staff must have a shared understanding of the data being collected from clients for HMIS data entry.
- Seek assistance from the AK CoC and/or the HMIS Lead Agency when there are questions about AKHMIS and AKHMIS data quality;
- Be responsive to questions and requests from the AK CoC and/or the HMIS Lead Agency related to AKHMIS data quality; and
- Be proactive as possible and inform the AK CoC and the HMIS Lead Agency when changes occur within this organization that specifically relate to AKHMIS and/or AKHMIS data quality, including but not limited to:
 - Inform the HMIS Lead Agency when an existing AKHMIS user no longer needs access to the system, within 24 hours of no longer needing access;
 - Inform the HMIS Lead Agency when a new AKHMIS user needs to receive training on HMIS data entry;
 - Inform the AK CoC and the HMIS Lead Agency when an existing AKHMIS project ends, at least 21 days prior to the project’s termination; and
 - Inform the AK CoC and the HMIS Lead Agency when a new AKHMIS project needs to be created, at least 21 days prior to the project’s beginning.

The responsibilities of the AK CoC related to this Agreement include the following:

- With the HMIS Lead Agency, ensure this organization understands the AKHMIS Data Quality Plan and its importance;

- Provide a clear and transparent process, as addressed in the Data Quality Improvement section of the AKHMIS Data Quality Plan, for providing this organization with incentives and improvement process as it relates to AKHMIS data quality;
- Ensure the HMIS Lead Agency and this organization have sufficient resources to be as proactive in AKHMIS data quality monitoring as possible; and
- In conjunction with the HMIS Lead Agency, determine the consequences for this organization should they fail to abide by this Agreement or a Data Quality Improvement Plan.

The responsibilities of the HMIS Lead Agency related to this Agreement include the following:

- Provide sufficient training, resources, materials, and follow-up to this organization and its AKHMIS users to ensure a high level of understanding related to entering data into AKHMIS;
- Respond to this organization's questions and concerns related to AKHMIS and AKHMIS data quality;
- Provide tools for this organization to monitor its own data quality in AKHMIS; and
- Ensure this organization and its AKHMIS users understand the data entry requirements related to the specific projects this organization enters into AKHMIS.

AKHMIS REPORTING

1. The Organization shall retain access to identifying and statistical data on the clients it serves.
2. The Organization's access to reports containing data on clients it does not serve shall be limited to non-identifying and statistical data unless a Coordinated Services Agreement is in place between the organizations.
3. The Organization may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to persons experiencing homelessness. The aggregate data shall not directly identify individual clients.
4. The HMIS Lead Agency and/or the AK CoCs will use only de-identified, aggregate AKHMIS data for homeless policy and planning decisions; in preparing federal, state, or local applications for homeless funding; to demonstrate the need for and effectiveness of programs; and to obtain a system-wide view of program utilization within the State of Alaska.
5. Once a report containing confidential client information is downloaded from AKHMIS, it is the responsibility of the Organization to protect all confidential information.
6. An Organization may distribute a report containing PPI for the express purpose of referring its own clients to a community housing program or other service intended to benefit its clients.

PROPRIETARY RIGHTS

1. The Organization shall not give or share assigned usernames and / or passwords of AKHMIS with any other covered homeless organization, business, or individual.
2. The Organization shall not cause in any manner, or way, corruption of AKHMIS.

PERIOD, TRANSFERABILITY, AND TERMINATION

1. This signed Agreement is valid for one year from the date of signature until a new Agreement is signed or the organization is no longer participating in the AKHMIS. Agreements must be updated on an annual basis.
2. Neither the HMIS Lead Agency nor the AK CoCs shall transfer or assign any rights or obligations without the written consent of the other party.
3. This Agreement shall be in-force until revoked in writing by either party provided funding is available.
4. This Agreement may be terminated with 30 days written notice.

5. Failure of any or all of the Organization’s users to comply may result in suspension or termination of access to AKHMIS.

REASONABLE ACCOMMODATIONS

CHOs are obligated to provide reasonable accommodations for persons with disabilities throughout the data collection process. This may include but is not limited to, providing qualified sign language interpreters, readers, or materials in accessible formats such as Braille, audio, or large type, as needed by the individual with a disability. See 24 CFR 8.6; 28 CFR 36.303. Note: This obligation does not apply to CHOs who do not receive federal financial assistance and who are also exempt from the requirements of Title III of the Americans with Disabilities Act because they qualify as “religious entities” under that Act.

SIGNATURE

The signature below constitutes agreement with and acceptance of any and all applicable terms and conditions set forth in this “AKHMIS Organization Partnership Agreement”. Failure of any or all users to comply may result in suspension or termination of access to AKHMIS.

DO NOT USE.

Signature of Executive Director or equivalent authorized signer

Date

Name of Executive Director or equivalent authorized signer

Covered Homeless Organization (CHO) Name

Request Official Copy
from ICA.