

**Municipality of Anchorage Department of Health and Human Services
Community Safety and Development Program**

**PARTNER AGENCY AGREEMENT WITH _____ FOR
ALASKA HOMELESS MANAGEMENT INFORMATION SYSTEM (AKHMIS)**

In consideration of the mutual covenant and conditions set forth herein, the Municipality of Anchorage and _____ enter into the following Agreement consisting of 9 pages.

All forms associated with this agreement are found on the Municipality of Anchorage website at: <http://www.muni.org/Departments/health/services/Pages/link.aspx> . The forms are:

1. AKHMIS Consumer Notice, consisting of 1 page;
2. AKHMIS Privacy Notice, consisting of 4 pages;
3. AKHMIS Release of Information Client Consent Form, consisting of 1 page; and
4. AKHMIS User Policy, Responsibility Statement and Code of Ethics, consisting of 3 pages.

I. BACKGROUND

The Alaska Homeless Management Information System (hereinafter “AKHMIS”) is a web-based tool for collecting, tracking and disseminating information about the needs of persons who are homeless, imminently at-risk of homelessness, or precariously housed, according to the U.S. Housing and Urban Development (HUD) definition. This information can be used to determine the utilization of services by participating agencies, identification of gaps in the local service system and improve case management services, and timely resource and referral information. This may include agencies within the Municipality of Anchorage as well as the Balance of State.

II. DEFINITIONS

- A. “Administrator” means the Municipality Department of Health and Human Services, Community Safety and Development Program.
- B. “Agency” means _____.
- C. “AKHMIS Consumer Notice” means a posted consumer notice that informs the client that the agency enters data into the AKHMIS data base, that all information is confidential and the client has the option to release personal information to other AKHMIS Partner Agencies.
- D. “AKHMIS Privacy Notice” means that each consumer may request a detailed description of the Partner Agency policies regarding the privacy and safety of each consumer accessing services including affirming confidentiality and information rights.

- E. “AKHMIS Release of Information Client Consent Form” means a consent form signed and dated by the client to allow or disallow personal information to be shared with specific AKHMIS Partner Agencies.
- F. “AKHMIS User Policy, Responsibility Statement and Code of Ethics” is signed by each Partner Agency licensed AKHMIS user affirming their understanding of their responsibilities as a licensed user and acknowledgement and adherence to the AKHMIS Code of Ethics.
- G. “Balance of State” means Partner Agencies in Alaska, but outside of the Municipality of Anchorage, and identified by the Alaska Housing Finance Corporation as agencies who are also users of AKHMIS.
- H. “Client” means individual or family seeking services.
- I. “Municipality” means Municipality of Anchorage.
- J. “Partner Agency” means and Agency participating in AKHMIS.

III. AGENCY RESPONSIBILITIES

- A. The Agency shall collect and capture client information on the characteristics and service needs of persons who are homeless, imminently at-risk of homelessness, or precariously housed, according to HUD definition. This data shall be entered in AKHMIS in accordance with this Agreement.
- B. The Agency shall provide a verbal explanation of the AKHMIS database and the terms of consent to the Client and shall arrange for a qualified interpreter, translator, or reasonable accommodation in the event a Client is not literate in English or has difficulty understanding the “Release of Information” client consent form.
 - 1. The Agency shall provide a Consumer Notice regarding the AKHMIS, and at a minimum, the Client must give oral consent to have their basic data entered into the system.
 - 2. The Agency shall provide the AKHMIS Privacy Notice to the client on request.
 - 3. The Agency “Release of Information” form must be signed by the Client prior to any information being shared between agencies.
- C. With respect to access to and use of shared data between Agencies, all parties shall comply with and enforce the following:
 - 1. The Executive Director of any Agency is responsible for establishing and monitoring proper procedures for their staff access to and use of the AKHMIS.
 - 2. The parties agree only to allow access to the AKHMIS based upon need for staff, volunteers or designated personnel who work directly with clients or who supervise staff working directly with clients and for those program staff,

- volunteers or designated personnel with data entry or data-related administrative responsibilities.
3. User roles shall limit each user's access and ability to modify or delete portions of shared client information. Parties agree to a common level of user access that is appropriate to the job function of each user. Each will assign appropriate user access to authorized Agency users based upon their functions.
 4. The parties shall establish business controls and practices to ensure organizational adherence to the AKHMIS procedures regarding interagency data sharing.
- D. The Agency, with the exception of UWA 2-1-1 in accordance with section III of this agreement shall not release any individual client information obtained from the AKHMIS to any organization or individual without written client consent.
 - E. The Agency shall ensure that all staff, volunteers and other persons issued an AKHMIS User License, ID and password receive client confidentiality training and have signed the AKHMIS User Policy, Responsibility Statement, and Code of Ethics.
 - F. The Agency shall ensure that any staff, volunteer or other person who has been granted a User License, ID and password and is found to have willfully committed a breach of system security and/or client confidentiality may have his or her access to the AKHMIS revoked by the Administrator. Any person who has been granted a User License, ID and password that is found by the Administrator to have committed a negligent breach of system security and/or client confidentiality after a prior written warning and correction shall have his or her access to the AKHMIS revoked by the Agency immediately.
 - G. The Agency director shall notify the Administrator within 24 hours in the event of a breach of system security or confidentiality.
 - H. The Agency understands that the fileserver, which contains all client information, shall be located off-site in a physically secure and electronically monitored facility, and that the client information is backed up and taken off-site daily under the direction of the Administrator.
 - I. The Agency shall have access to client information entered by the Agency. The Agency shall diligently record in the AKHMIS all service delivery information pertaining to the Client served by the Agency. The Agency shall not knowingly enter false, misleading or biased data, including any data that would unfairly prejudice a Client's ability to obtain services, under any circumstances.
 - J. The Agency shall have access to existing ServicePoint reports on identifying and statistical data in regard to the clients it serves. The agency may request additional or customized reports through the Administrator.

- K. The Agency shall provide services to the Client regardless of their level of AKHMIS participation provided the Client would otherwise be eligible for the services. In no way does the AKHMIS require or imply that service is contingent on full Client participation.
- L. The Agency shall follow, comply with and enforce the Administrator and Municipality of Anchorage's policies and procedures and the User Policy, Responsibility Statement and Code of Ethics. Modifications to the User Policy, Responsibility Statement and Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the AKHMIS. Administrator shall provide modifications within five (5) working days.
- M. The Agency shall only enter an individual in the AKHMIS that exists as a Client under the Agency's jurisdiction. The Agency shall not misrepresent its client base in the AKHMIS by knowingly entering inaccurate information. The Agency shall not use the AKHMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- N. The Agency shall use client information in the AKHMIS, as provided to the Agency or the Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.
- O. The Agency shall strive to consistently enter client information into the AKHMIS on a close-to-real-time basis. "Close-to-real-time basis" is defined as within five (5) working days of seeing the Client. Those Partner Agencies who migrate data will provide data on a quarterly basis.
- P. The Agency shall notify the Administrator when a Client revokes his or her consent to share information in the AKHMIS in writing or by e-mail within 24 hours. When the Administrator is notified of a client revocation, within one (1) working day the client record will be locked and no new information will be shared.
- Q. The Agency shall not include profanity or offensive language in the AKHMIS.
- R. The Agency shall utilize the AKHMIS for business purposes only.
- S. The Agency shall agree to make available internal practices, books, and records, including policies and procedures relating to the use and disclosure of protected information. Information created by the Agency may be reviewed for a compliance audit requested by the Administrator, in a negotiated time and manner.

IV. ADMINISTRATOR RESPONSIBILITIES

- A. Administrator shall manage AKHMIS and provide oversight, training and technical assistance to Partner Agencies.

- B. Administrator shall evaluate the compatibility of Agency's computer network system.
- C. Administrator shall provide introductory training to Agency staff on the use of the ServicePoint HMIS software.
- D. Administrator shall provide supplemental training regularly to accommodate changes in Agency staff, and address modifications to the ServicePoint software when needed.
- E. Administrator shall be available to facilitate the provision of technical assistance to Agency staff.
- F. Administrator shall use only unidentified aggregate AKHMIS data for homeless policy and planning activities, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the State of Alaska.
- G. Administrator may implement monitoring procedures to ensure compliance with the requisite client consent and data sharing procedures as defined by this Agreement.
- H. Administrator will provide written notification to the Agency Executive Director within three (3) working days of a breach of system security or confidentiality.
- I. Administrator may provide a period of probation and technical assistance for any Agency found to have a breach of system security and/or client confidentiality as required under HUD Homeless Management Information System (HMIS) data and technical standards. Probation shall remain in effect until the Administrator has evaluated the Agency's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the AKHMIS User Policy, Responsibility Statement, and Code of Ethics. Subsequent violations of system security and/or client confidentiality may result in suspension or terminated from the system at the sole discretion of the Municipality.
- J. Administrator will determine the parameters of probation with the Agency based on Municipality of Anchorage policies and procedures.

V. MUTUAL RESPONSIBILITIES

The Administrator and Agency agree to the following:

- A. Ensure that all staff and other persons who are issued a User License, ID and password for AKHMIS receive client and system security training that covers all items in the AKHMIS User Policy, Responsibility Statement and Code of Ethics.
- B. Uphold relevant federal, state and local confidentiality regulations and laws that protect client records. The Agency and Administrator shall only release client

records to other partner or non-partner agencies with written consent by the Client, unless otherwise provided in the relevant laws and regulations.

- C. Abide by all local, state and federal confidentiality laws and regulations pertaining to: 1) all medical conditions, including mental illness, alcohol and/or drug abuse, HIV/AIDS diagnosis and other such covered conditions; and 2) a person's status as a victim of domestic violence. A general authorization for the release of medical or other information is NOT sufficient for this purpose.
- D. Recognize that federal, state and local laws seek to protect the privacy of persons with physical and/or mental illness, who have been treated for alcohol and/or substance abuse, have been diagnosed with HIV/AIDS, and/or have been a victim of domestic violence.
- E. Acknowledge that they are prohibited from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the Client to whom it pertains 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). A general authorization for the release of information is NOT sufficient for this purpose.
- F. Ensure the security of the AKHMIS and the confidentiality of client information by abiding by the AKHMIS User Policy, Responsibility Statement and Code of Ethics.
- G. Agree to notify the Administrator and each of the Partner Agencies of their intent to terminate their participation in this Agreement.

VI. NOTICES

Any notice required pertaining to the subject matter of this Agreement shall be sent via facsimile (FAX) or mailed* by prepaid first class registered or certified mail, return receipt requested to the following address:

_____	Director
_____	Department of Health and Human Services
_____	Municipality of Anchorage
_____	PO Box 196650
FAX: _____	Anchorage, Alaska 99519-6650
	FAX: 343-6740

*Notice is effective upon the earlier of receipt or five (5) days after proper posting.

VII. TERM

- A. The services, functions or activities described in this Agreement shall begin upon execution of this Agreement by both parties and be provided for two (2) years.

- B. This Agreement may be extended for an additional two (2) two (2) year periods upon mutual consent of both parties expressed in writing.

VIII. ASSIGNMENTS

Unless otherwise allowed by this Agreement or in writing by the Administrator, any assignment by the Agency of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Agency to assign any part of its interest or delegate duties under this contract shall give Anchorage the right immediately to terminate this contract without any liability for work performed.

IX. INDEMNITY

The Agency shall indemnify, defend, save and hold Municipality harmless from any and all claims, lawsuits, or liability, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error, or omission of Agency, Agency's agents, employees, or invitees, occurring during the course of, or as a result of the Agency's, Agency's agents, employees, or invitees performance pursuant to this contract.

The Agency shall not indemnify, defend, save and hold Municipality harmless from any and all claims, lawsuits, or liability, including attorney's fees and cost, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error, or omissions arising solely out of the acts or omissions of Municipality, Municipality's agents, employees, or invitees.

Responsibility for all claims, lawsuits, or liability, including attorney's fees and costs, resulting from injuries or damage sustained by any person or property arising from the wrongful or negligent acts of both Municipality and the Agency, which result from the joint negligence of Agency and Municipality, shall be apportioned on the basis of comparative fault.

X. JURISDICTION

Any civil action arising from this Agreement shall be brought in the Superior Court Third Judicial District, of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and duties of the Agency under this Agreement.

XI. AMENDMENT

- A. This Agreement shall only be amended, modified or changed in writing, executed by authorized representatives of the parties with the same formality as this Agreement was executed and such writing shall be attached to this Agreement.
- B. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

XII. NON-DISCRIMINATION

- A. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Agency agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Agency shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Agency shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.
- D. The Agency shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Agency under this contract.
- E. The Agency shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

XIII. TERMINATION

- A. By mutual consent of the parties expressed in writing.
- B. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.
- C. For the convenience of the Municipality, without cause, provided that Municipality notifies Agency in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

XIV. SIGNATURES

The undersigned individuals have executed this Agreement and are authorized to do so.

MUNICIPALITY OF ANCHORAGE

Mayor, Municipal Manager, or
Authorized Designee

Date

AGENCY

Signature

Date

Name

Title

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

This certifies that on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, known to me to be the _____, of the corporation named in the foregoing instrument, acknowledged to me that he/she, in his/her official capacity, is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary Public in and for Alaska
My commission expires: _____