



A program of the North Carolina Housing Coalition

## CAROLINA HOMELESS INFORMATION NETWORK

118 St. Mary's Street | Raleigh, NC 27605 | 877.703.3176 (Help Desk) | 919.881.0350 (FAX)

### Qualified Service Organization Business Associate Agreement Participating Agency

This Qualified Service Organization Business Associate Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (each a "**Participating Agency**") regarding the sharing of information entered into the Carolina Homeless Information Network ("**CHIN**") Homeless Management Information System ("**HMIS**") by the Participating Agencies.

The Participating Agencies hereby:

1. Agree to share information entered into the CHIN HMIS with each other for the purpose of \_\_\_\_\_.
2. Acknowledge that in transmitting, receiving, storing, processing or otherwise dealing with any consumer protected information, 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 and by law.
3. Acknowledge that they are prohibited from making any further disclosure of consumer protected information unless further disclosure is expressly permitted by the written consent of the person 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.**
4. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
5. Agree to notify each of the other Participating Agencies, within one business day, of any breach, unauthorized use, or disclosure of the protected information not provided for by this Agreement.
6. Agree to 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).
7. Agree to adhere to the policies and procedures regarding the HMIS and reports produced with HMIS data as established by the CHIN governing body.
8. Agree to notify each of the other Participating Agencies of their intent to terminate their

participation in this agreement.

9. Agree to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected information pertaining to consumers, unless expressly provided for in state and/or federal regulations.
10. Agree to make available internal practices, books, and records, including policies and procedures relating to the use and disclosure of protected information received from the other Participating Agency. Information created or received by the Participating Agency may be reviewed for a compliance audit requested by an authorized agency, in a negotiated time and manner.
11. If a Participating Agency becomes aware that another Participating Agency has materially breached this Agreement, then the non-breaching Participating Agency may either (a) provide the breaching entity with an opportunity to cure or (b) immediately terminate this Agreement.
12. Upon termination of this Agreement, each Participating Agency shall return or destroy all protected information received from the other Participating Agency.

The respective rights and obligations of the Participating Agencies shall survive termination of this Agreement. The parties shall amend this Agreement from time to time as necessary to comply with the requirements of applicable law.

IN WITNESS WHEREOF, the parties have entered into this Agreement:

**PARTICIPATING AGENCIES**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_