

MSHMIS
Qualified Service Organization Business Associate Agreement

The following agencies/organizations hereby enter into a “Business Associate Agreement.”

- 1 Michigan Coalition Against Homelessness (MCAH)
- 2 Michigan State Housing Development Authority (MSHDA)
- 3 Continuum of Care (CoC) Lead Agency/Organization _____
- 4 (Name of Agency/Organization) _____

Whereby the above named agencies/organizations agree to share information entered into Michigan Statewide Homeless Management Information System (MSHMIS) for the general purpose of managing the System. Through it’s subcontract with Michigan Housing Development Authority, Michigan Coalition Against Homelessness and designated Continuum of Care Lead Agencies/**Organizations** provide training, administration, coordination, and report generation to programs and Continua of Care participating in Michigan’s Statewide Homeless Management Information System.

Furthermore, the Participating Agencies/Organizations:

- 1 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 or by law.
- 2 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 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.**
- 3 Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- 4 Agree to notify each of the other Participating Agencies/Organizations, within one business day, of any breach, use, or disclosure of the protected information not provided for by this agreement.
- 5 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).
- 6 Agree to notify each of the other Participating Agencies/Organizations of their intent to terminate their participation in this agreement.
- 7 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.
- 8 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 agency or program. Information created or received by the service or program may be reviewed for a compliance audit requested by an authorized agency, in a negotiated time and manner.

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**The Signatures Below Constitute Acceptance of the;
Coordinated Services Agreement**

1. Agency Name: **Michigan Coalition Against Homelessness**

Address: 15851 S. Old US-27, Building 30, Suite 315, Lansing, MI 48906

Name & Title of Authorized Signature:

_____ Signature Date

2. Organization Name: **Michigan State Housing Development Authority**

Address: 735 E. Michigan Ave., Lansing Michigan 48909 Name & Title of

Authorized Signature: _____

_____ Signature Date

3. Lead Agency/Organization Name: _____

Address: _____

____ Name & Title of Authorized Signature:

_____ Signature Date

4. Agency/Organization Name: _____

Address: _____

____ Name & Title of Authorized Signature:

_____ Signature Date