NC HMIS Coordinated Services Agreement (Sharing QSOBAA)

The following agencies hereby enter into a "Coordinated Services Agreement"

(name of program / agency)
(name of program / agency)
(name of program / agency)
(name of program / agency)
(name of program / agency)
(name of program / agonoy)
d agencies agree to share the following protected information
<u>Assessments</u>

The purpose of this agreement is to coordinate services.

Furthermore, the participating agencies

- 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), applicable North Carolina laws, including North Carolina General Statutes Chapter 75, the Identity Theft Protection Act, North Carolina General Statutes Chapter 122C, Article 3, North Carolina General Statutes Chapter 130A, North Carolina General Statutes Chapter 7B, North Carolina Federal Statutes Chapter 108A, and any state laws governing participating agencies not based in North Carolina, if any, 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), applicable North Carolina laws, including North Carolina General Statutes Chapter 75, the Identity Theft Protection Act, North Carolina General Statutes Chapter 122C, Article 3, North Carolina General Statutes Chapter 130A, North Carolina General Statutes Chapter 7B, North Carolina Federal Statutes Chapter 108A, and any state laws governing participating agencies not based in North Carolina, if any. 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, within 5 business days, of any breach, use, or disclosure of the protected information not provided for by this agreement.
- 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 of their intent to terminate their participation in this agreement.
- 7. Agree to refrain from releasing Restricted Information to any third party without

- evidence of legal documentation requiring such release or authorizing such release.
- 8. Agree to complete the agency's Client Release of Information in addition to the NC HMIS and additional Release if any cell contains "restricted information" as defined in the Participation Agreement.
- 9. Additional Organizations may be periodically added to this agreement with unanimous approval by the existing sharing group. When the group is expanded, the existing Visibility Group must be end-dated and a new Group created on the System. Client Releases must also be updated.

The Signatures Below Constitute Acceptance of the "Coordinated Services Agreement"

Program Name:	
Address:	
Name & Title of Authorized Signature:	
Signature	Date
Program Name:	
Address:	
Name & Title of Authorized Signature:	
Hamo a Titlo of Mathonizoa olgitataro.	
Signature	Date
Program Name:	
Address:	
Name & Title of Authorized Signature:	
Signature	Date
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Name & Title of Authorized Signature:	
Signature	Date