

## North Carolina's Homeless Management Information System (NCHMIS) Local HMIS Data Use and Administration QSOBAA<sup>1</sup>

The following agencies/organizations hereby enter into a "Local HMIS Data Use and Administration Agreement."

1. \_\_\_\_\_, the Local HMIS Administrator;  
(Name of agency/organization)
2. \_\_\_\_\_, Service Agency/Organization  
(Name of agency/organization)
3. \_\_\_\_\_, Michigan Coalition Against Homelessness (MCAH)  
(Name of agency/organization)

North Carolina's Homeless Management Information System (HMIS) is an information system which maintains information regarding the characteristics and service needs of clients for a variety of reasons, including the provision of more effective and streamlined services to clients and the creation of information which communities can use to determine the use and effectiveness of services. Federal law and the U.S. Department of Housing and Urban Development (HUD) require service agencies/organizations to collect and report comprehensive data on homeless individuals and their needs. The above named parties have elected to participate in North Carolina's HMIS and agree to share information entered into North Carolina's HMIS for the general purpose of administration and system-related data use. The designated Local System Administrator in conjunction with MCAH will provide administrative functions related to North Carolina's HMIS as required or authorized by law or otherwise permitted by client consent. These functions include training, administration, coordination, and report generation, to programs participating in North Carolina's HMIS. The Local System Administrator and Continuum of Care Lead Applicant will also utilize or disclose information entered into North Carolina's HMIS for the purposes of meeting the CoC's duties, obligations, and goals relative to North Carolina's HMIS.

Furthermore, the parties named in this agreement:

1. Acknowledge that in transmitting, receiving, storing, processing or otherwise dealing with any client protected information (Protected Information), they are fully bound by applicable state and federal regulations governing confidentiality of client records, which include the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2), the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), and 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.
2. Acknowledge that they are prohibited from disclosing Protected Information to anyone outside of the above-named parties, unless it 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), the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 & 164), and 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. **A general authorization for the release of information is NOT sufficient for the purpose of meeting requirements under the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, 42 CFR Part 2.**
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the Protected Information. The Local System Administrator may terminate provider's access to the System for failure to follow the terms of this Agreement.
4. Agree to notify each of the other signatory parties of any breach, use, or disclosure of the Protected Information not provided for by this agreement, within the most expeditious time possible but no longer than 2 business days of discovery.
5. As applicable, agree to adhere to the standards outlined within the Health Insurance Portability and Accountability Act of

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<sup>1</sup> QSOBAA = Qualified Services Organization Business Associates Agreement

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 parties of their intent to terminate their participation in this agreement with at least 30 days advanced notice in writing.
7. Agree to refrain from releasing Protected Information to any third party without evidence of legal documentation requiring such release or authorizing such release.
8. Agree to make available to the CoC and/or the Local HMIS Administrator internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Information. Information created or received by the agency or program may be reviewed for a compliance audit.
9. Tribal Sovereignty - this agreement or any subsequent agreements shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition.
10. The CoC and Local HMIS Administrator agree to adhere to the most updated version of North Carolina HMIS System Operating Policies and Procedures.
11. Each party acknowledges (a) that it has also signed an agreement with the HMIS System Administrator, and (b) that it will adhere to the parameters NCHMIS Participation Agreement.

**The Signatures Below Constitute Acceptance of the North Carolina's HMIS  
Data Use and Administration Agreement**

1. Local HMIS Administrator: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name & Title of Authorized Signature: \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

2. Service Agency/Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name & Title of Authorized Signature: \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

3. North Carolina Project Lead Agency: Michigan Coalition Against Homelessness  
Address: \_\_\_\_\_  
Name & Title of Authorized Signature: NC Project Coordinator  
\_\_\_\_\_  
Signature Date