

CAN Qualified Service Organization Business Associate Agreement

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

1. Organization Name: Nebraska Management Information System (NMIS)
2. Agency Name: Community Action of Nebraska (CAN)
3. Continuum of Care (CoC) Lead Agency: _____
4. Participating Agency: _____

Whereby the above named agencies/organizations agree to share information entered into Nebraska Statewide Management Information System for the general purpose of managing the System. Community Action of Nebraska, Inc., designated by the Continuum of Care Lead Agency/Organization, provide training, administration, coordination, and report generation to programs and Continua of Care participating in Nebraska's Statewide Management Information System. NMIS or CAN will not publish reports on client data that identify specific agencies or persons without prior agency (and where necessary, client) permission. Published reports will be limited to presentation of aggregated data within the NMIS (ServicePoint) database. All End-Users with System Administrator II (SAIL) access to ServicePoint will have a signed confidentiality statement on file with NMIS ensuring confidentiality for all agencies, partners and clients. Agencies may request Confidentiality Statements from all SAIL end users.

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, immediately (no longer than 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.

CAN Qualified Service Organization Business Associate Agreement
The Signatures Below Constitute Acceptance of the
Coordinated Services Agreement

1. Organization Name: Nebraska Management Information System

Address: 1120 K Street, Suite 100, Lincoln NE 68506

Name & Title of Authorized Signature: _____

Signature Date: _____

2. Agency Name: Community Action of Nebraska

Address: 1120 K Street, Suite 100, Lincoln NE 68506

Name & Title of Authorized Signature: _____

Signature Date: _____

3. CoC Lead Agency/Organization: _____

Address: _____

Name & Title of Authorized Signature: _____

Signature Date: _____

4. Participating Agency: _____

Address: _____

Name & Title of Authorized Signature: _____

Signature Date: _____