

# CAN Coordinated Services Data Sharing Agreement

## Qualified Service Organization Business Associate Agreement

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

1. Name of program/Agency: \_\_\_\_\_

Whereby the above named agency agrees to share or not share the following protected information (Please Note: if your agency wishes to share medical and/or other protected information then you must complete the Data Sharing agreement to specify the exact agencies that protected information will be shared with):

Client profile is required to be shared per your agency participation agreement and NMIS Policies and Procedures unless your program serves only unaccompanied youth or domestic violence clients. If your agency occasionally serves this population you will be able to manually adjust the security of the client profile.

Does your agency serve only unaccompanied youth or domestic violence victims (check one):  Yes  No

Does your agency agree to share the CoC Universal Intake with all Nebraska CoC Participating Agencies:  
 Yes  No

### CAN Recommended:

Share  Do Not Share: Need/Service  
 Share  Do Not Share: Infractions  
 Share  Do Not Share: Goal  
 Share  Do Not Share: Action Step  
 Share  Do Not Share: Household Data Sharing

### Optional Static Elements:

Share  Do Not Share: Case Note  
 Share  Do Not Share: Caseworker  
 Share  Do Not Share: File Attachments

### Agency Specific Assessments\*: (Please Specify)

Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_  
 Share  Do Not Share: \_\_\_\_\_

*\*Please Note: Unless the agencies you agree to share with have the exact assessment or questions on their assessment then the data will not be shared because the agency will not have access to it.*

**The purpose of this agreement is to coordinate services and the success of clients.**

Furthermore, the above agency:

1. Acknowledges 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, immediately (no later 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 Community Action of Nebraska 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 complete the agency's Authorization to Release Information in addition to the CAN Release of Information, if any cell contains "restricted information" as defined in the Participation Agreement.
9. The agency can at anytime revoke this agreement as long as the agency has taken the appropriate safeguards of data and completely filled out the detailed data sharing agreement.

This agreement does not pertain to client level information that has not been entered into ServicePoint. This tool will only be used when a client has provided written or verbal notification to the sharing agency entering data that client records are shared with other service providers and the client provides verified verbal or written consent for the release of information with other organizations via the CAN Release of Information for agency shared data form (attached). Sharing agencies shall have available for clients upon request the agencies they share client information with. This agreement must be consistent with sharing agencies' internal data privacy policies and procedures.

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

1. **Program/Agency Name:** \_\_\_\_\_  
Name & Title of Authorized Signature: \_\_\_\_\_  
Signature Date: \_\_\_\_\_