

**Oakland County-Alliance for Housing**  
**Qualified Service Organization Business Associate Agreement (QSOBAA)**  
**2018**

Purpose:

The purpose of this agreement is to coordinate services and share data entered in to the Service-Point HMIS data system, between the listed partner agencies for Oakland County. The QSOBAA *only* includes sharing data captured within HMIS. Prior to entering into the Oakland County sharing QSOBAA, the agency must first obtain an Administrative QSOBAA with Michigan Coalition Against Homelessness (MCAH), Michigan State Housing Development Authority (MSHDA), and the Continuum of Care (CoC) Lead Agency/Organization-Community Housing Network and a Participation Agreement with MCAH. The Oakland County System Administrator is responsible for facilitating the participation of new agencies.

Participating agencies shall:

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, 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 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. Oakland County will not disclose protected information pursuant to 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), unless expressly required by state or federal law.

8. Agree to complete the agency's Authorization to Release Information in addition to the Oakland County Release, if any cell contains "restricted information" as defined in the Participation Agreement.

The following agencies hereby enter into the Qualified Service Organization Business Associate Agreement (QSOBAA):

**Blue Water Center for Independent Living (BWCIL):** SSVF Prevention and SSVF Rapid Rehousing.

**Common Ground:** Graduated Apartment Program.

**Community Housing Network (CHN):** Chronically Homeless Leasing Assistance 1, Chronically Homeless Leasing Assistance 2, Chronically Homeless Leasing Assistance 5, Leasing Assistance Program 1, Leasing Assistance Program 2, Leasing Assistance Program 6, Leasing Assistance Program 7, Leasing Assistance Program CG, Shelter Plus Care Program, Rapid Rehousing Program, Rapid Rehousing Program 2, Rapid Rehousing Program 3, HARA ESG Screening, HARA ESG Rapid Rehousing, HARA ESG Prevention, Motel Vouchers, PATH Outreach, PATH Services, AmeriCorps, and Supported Transition Into Rapid Re-housing.

**HOPE:** Emergency Shelter.

**Lighthouse of Oakland County:** Chronically Homeless Leasing Assistance Program, Pontiac Houses, Teen Program, and Rapid Rehousing.

**Oakland County Health Division:** Client Services and Outreach.

**Oakland Integrated Healthcare Network (OIHN):** Client Services.

**Oakland Livingston Human Service Agency (OLHSA):** MSHDA Veteran Program, SSVF Prevention and SSVF Rapid Rehousing.

**Rochester Area Neighborhood House (RANH):** Client Services.

**South Oakland Shelter (SOS):** Emergency Shelter, After Care Program, Chronically Homeless Leasing Assistance Program 2, Chronically Homeless Leasing Assistance Program, ESG Prevention, Employment, Health Care, ESG Rapid Rehousing, SHIFT, and AmeriCorps.

**South Oakland Citizens for the Homeless/Welcome-Inn:** Warming Shelter.

**Training and Treatment Innovations (TTI):** Shelter Plus Care Program, and Housing Leasing Assistance Program 1, SSVF Prevention, and SSVF Rapid Rehousing.

Whereby the above named agencies agree to share the following protected information:

<p><i>Assessments:</i></p> <ul style="list-style-type: none"> <li>• Additional Profile Information</li> <li>• MSHMIS HARA Screening Assessment</li> <li>• MSHMIS Universal Data Element Intake (3.917B)</li> <li>• MSHMIS RRH and Prevention Intake</li> <li>• MSHMIS Street and Shelter Intake</li> <li>• MSHMIS CoC Intake (3.917B)</li> <li>• MSHMIS Update</li> <li>• MSHMIS Exit</li> <li>• MSHMIS Statewide Prevention Matrix Assessment</li> <li>• MHHMIS Youth Basic Intake</li> <li>• MSHMIS Youth Exit</li> <li>• MDHHS PATH Entry Street Outreach (2016)</li> <li>• MDHHS PATH Update (2016)</li> <li>• MDHHS PATH Exit (2016)</li> <li>• MSHMIS SSVF Intake</li> <li>• MSHMIS SSVF Update</li> <li>• MSHMIS SSVF Exit</li> <li>• Oakland County - Coordinated Assessment</li> <li>• Oakland County - Follow-Up Assessment</li> <li>• Oakland County - HOPE Data Entry</li> </ul>	<ul style="list-style-type: none"> <li>• Oakland County - Housing Programs Screening/Application</li> <li>• Oakland County - Prescreening Assessment</li> <li>• Oakland County - Medicaid Assessment</li> <li>• Oakland County - SOS After Care</li> <li>• SOS Callpoint</li> <li>• Special Needs Units</li> <li>• SSVF Screening Form</li> <li>• VI-SPDAT</li> <li>• VI-FSPDAT</li> </ul> <p><i>Static Elements:</i></p> <ul style="list-style-type: none"> <li>• Call Record</li> <li>• Case Manager</li> <li>• Case Note</li> <li>• Client</li> <li>• Client Demographics</li> <li>• Client Note</li> <li>• Entry/Exit</li> <li>• File Attachment</li> <li>• Goal</li> <li>• Incident</li> <li>• Measurement Tools Data</li> <li>• Need</li> </ul>
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The QSOBAA is updated minimally on an annual basis and new agencies may enter or exit the agreement throughout the year. In such instances, the Oakland County System Administrator will contact each of the listed agencies to confirm any changes to this agreement. Upon confirmation, the System Administrator will amend the executed QSOBAA to include or remove any agencies and send existing agencies the amended version.

**Please have a member from your executive team sign and date below. Signing this document constitutes acceptance of the Qualified Service Organization Business Associate Agreement.**

AGENCY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE