

# DATA USE AND NON-DISCLOSURE AGREEMENT CONCERNING PROTECTED HEALTH INFORMATION OR OTHER CONFIDENTIAL INFORMATION

Michigan Department of Health and Human Services

Parties who are interested in acquiring data from the Michigan Department of Health and Human Services (MDHHS) may be required to complete and submit this application to the Bureau of Information Management. Depending on the nature of the data being requested, third parties may be required to share their security protocols and guidelines with MDHHS for review. In addition, there may be a need to satisfy certain Department of Technology, Management and Budget's security requirements to ensure that the data will be securely maintained by the data recipient, and also to ensure that any potential risk of a break is minimized.

**Instructions:**

1. Use this form if the data recipient is an entity outside of the State of Michigan government and is requesting Michigan Department of Health and Human Services data.
2. Spell out all acronyms when initially referenced.
3. Complete form and submit it to [MDHHS-DataRequests@michigan.gov](mailto:MDHHS-DataRequests@michigan.gov) within the Bureau of Information Management.
4. After the application is logged by the Bureau of Information Management, a review will be conducted by the Compliance Office. Be prepared for additional follow-up questions related to privacy or security.
5. This application is not an agreement until authorized by the Chief Compliance Officer.

**Project Title**  
**Housing Initiative - Data Transfer to/from MDHHS to MCAH**

**Request Number (include number from MDHHS-5614, Request for Data)**  
**201810-321**

**Data Recipient**  
**Kaity Hemgesberg**

**Organization**  
**Michigan Coalition Against Homelessness (MCAH)**

**Address**  
**15851 S. Old US 27 Building 30, STE 315**

<b>City</b> Lansing	<b>State</b> MI	<b>Zip Code</b> 48906
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<b>Phone Number</b> 517-485-6536	<b>Email Address</b> khemgesberg@mihomeless.org
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In accordance with this agreement, data are provided to the Data Recipient by the Michigan Department of Health and Human Services (MDHHS), **Bureau/Division** on full execution of this agreement and full payment of fees as indicated below.

Fees     Yes (see separate fee agreement)                       No

The parties agree to the provisions specified in this agreement, the Health Insurance Portability and Accountability Act (HIPAA), and all other applicable public health, research, and confidentiality laws.

**SECTION 1: DATA SOURCE AND MDHHS SPONSOR(S)**

Identify the MDHHS program area(s) and MDHHS system(s) that serve as the Source of the Requested Data. (e.g., EMS Trauma and Preparedness and Michigan EMS Information System [MI-EMIS])

Housing & Homeless Services, Bureau of Community Services, MDHHS (Michigan Department of Health and Human Services), SIM (State Innovation Model) Technology Team

WellSky ServicePoint MSHMIS (Michigan State Homeless Management Information System), MSHMIS team at MCAH (Michigan Coalition Against Homelessness)

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

Sponsor  
Lynn Hendges

Title/Program  
Manager, Housing & Homeless Services MDHHS

Phone Number  
517-284-8018

Email Address  
HendgesL2@michigan.gov

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

MCAH Sponsor

Sponsor  
Gerry Leslie

Title/Program  
MSHMIS Project Director

Phone Number  
517-853-3896

Email Address  
gleslie@mihomeless.org

## SECTION 2: DATA SOURCE, PURPOSE, USE, DESCRIPTION, APPROVAL (IF HUMAN SUBJECT RESEARCH)

What is the Data Recipient's Purpose for, and Specific Use of, the Data?

1. Describe with detail why these data are requested (e.g., Research, Statistics, Public Health, Health Care Operations, Administration of the Medicaid Program).  
This data includes information related to the homeless population throughout the State of Michigan for the purpose of/in order to develop a data set that can be routinely refreshed and used to prioritize housing resources for those clients with a high utilization of health services or chronic health issues and a lack of housing stability. Through this project, the identified population will receive assistance overcoming housing barriers which will produce an increase in positive health outcomes.
2. Describe how the data will be used/disclosed, or incorporate by reference and attach a copy of the research protocol, work plan, or request letter that details the purpose and use of data, etc.  
This data will be used as described in section 1 and will be communicated between the MDHHS sponsors and MCAH. The data is received from MCAH and stored in the MDHHS data warehouse. The SIM Technology Team of MDHHS analyses and creates reporting specific to those Medicaid beneficiaries that potentially qualify for housing vouchers. In this pilot program, the data will then be provided to the permanent supportive housing (PSH) entities, which will choose whom will receive a voucher. At the conclusion of the pilot, there is a long-term goal of working with the data warehouse team to create a continuous data feed of MSHMIS data to MDHHS that would continue to support the above activities.

3. Describe the data requested indicating amount, type, by what medium the data will be provided, how the data will be protected and whether that data recipient is granted access to the data warehouse or state archives.

The data will be received on a recurring monthly basis from MCAH / Service Point software. Service Point is a software package owned by Wellsky (formerly Mediware). Wellsky will be involved in the creation and transmission of the data file under the direction of MCAH. The file will be a SQL Server backup file with the extension of .bak. The file is a backup of the MSHMIS database.

The backup file will be restored to an segregated SQL Server instance by state's data warehouse team. After the file(database) is restored, the data warehouse team will run a SQL query to extract and load only the data needed into the state's data warehouse. The SQL Server access will be restricted to only the ID necessary to run the data extraction to the data warehouse. The SQL Server database activity such as queries and user access will be logged and monitored by the data warehouse team.

After loading the data into the data warehouse, the appropriate fields will be processed through the State of Michigan's MPI (Master Person Index) to associate HMIS individuals to a Medicaid beneficiary ID.

There will also be situations in which one or more of the MDHHS sponsors will provide information to MCAH in order to coordinate or provide assistance to identified individuals within the data set. The data shared will consist of only the minimum data necessary to identify an individual for the purpose of providing housing assistance. This data will include the fields, Continuum of Care Code, County of Residence, PersonalID(HMIS), First Name, Last Name and Date of Birth. MCAH will review this data in a secure environment and will immediately and securely destroy all data once the review process is complete.

a. Specify or attach a list of ALL data elements requested (e.g., age, gender, etc.) and time periods (e.g. January 2013 through January 2015)  
See attachment

b. Specify if the data requested is identifiable, de-identified, or a limited data set as defined by HIPAA.  
Identifiable

c. Specify the medium requested (e.g., electronic, hard copy, etc.).  
Electronic

d. Specify the method of data transfer from MDHHS to Data Recipient.  
All data will be transported via the State of Michigan's File Transfer Service.

e. Specify how the data will be stored and protected (e.g., encryption, password protected).

The data file received by MCAH will be password encrypted and securely stored on their local server while they verify the accuracy of its contents against their HMIS (essentially, are the persons on this list still homeless). Kaity Hemgesberg is the only MCAH resource who will have access to the folder in which the file is stored on the Network. The folder is hidden to other users. At no point does this data file come in direct contact with the HMIS, it is a purely manual process. Once the file is reviewed, the contents are separated into the lists by community, those lists are encrypted and securely uploaded to Google Drive. The master file is then removed permanently from the local server. The link to download the community-specific list from Drive is sent only to the person identified to maintain the local housing prioritization list, who must then contact MCAH via phone to receive the password to unlock the file.

- f. Specify how access to the data will be managed.  
Access to the data stored by MDHHS will be managed through the Data Warehouse team's existing security and access protocols.

The access to the data stored at MCAH will be controlled as stated in 3e. The file(s) will be stored on a local network folder with access granted to only one person at MCAH, Kaity Hemgesberg. The folder will be hidden from all other users on the network.

Access to ServicePoint data is controlled by the privacy and security rules outlined in the Administrative QSOBAAs, Participation Agreements, Joint Governance Charters and the MSHMIS Policies and Procedures

- g. Specify with name and title of all whom will have access to the data.  
Kaity Hemgesberg and the local housing prioritization list designees

- h. Specify whether the data will be destroyed after it is no longer needed.  
Yes

**Research Project (Complete this box if requested date will be used for human subject research).**

Is Institutional Review Board (IRB) (human subjects research) approval required?

Yes  No

If Yes, MDHHS Approval Number (Attach MDHHS Approval Form)

Is a HIPAA Informed Consent/Authorization Waiver Required?

Yes  No

If Yes, attach documentation of HIPAA Authorization/Informed Consent Waiver.

**SECTION 3: AGREEMENT CONDITIONS**

With regard to data provided under this agreement, the Data Recipient agrees to:

1. Use and disclose the data only in accordance with this agreement, or as otherwise required by law;
2. Limit access to these data only to those described and authorized in this agreement; (MDHHS may require the specific identification of the person(s) or the agency/division/office that is permitted access. Identify if needed.)

3. Use appropriate safeguards to prevent use or disclosure of the information other than as provided by this agreement; (MDHHS sponsor may require description of the security procedures that will be in place and followed.)
4. Report to the responsible MDHHS sponsor any use or disclosure of information that is not provided for by this data use agreement;
5. Ensure that any agent(s) or subcontractor(s) who access these data agree to the same restrictions and conditions that apply to the data recipient; (MDHHS sponsor may stipulate that release of data to a subcontractor cannot be done without the written authorization of MDHHS.)
6. Make no attempt to identify or contact the individuals, providers, or health plans within the data provided unless approved in this agreement; (Describe any agreed upon exceptions if needed.)
7. Data recipient must provide MDHHS at least thirty days to review and provide comments on papers, publications, or presentations that the data recipient plans to submit for publication or presentation. Data recipient agrees that it will not publish or disseminate any protected health information, personally identifiable information, or data that might make it possible, directly or indirectly, to identify an individual. Data recipient must acknowledge the MDHHS program as appropriate (e.g., source of data, etc.), assume full responsibility for the analysis and interpretation of the data, and provide a copy of the publication or presentation to MDHHS. To the extent data recipient requires technical assistance in analyzing or interpreting the data and when such assistance goes beyond providing non-manipulated data, MDHHS reserves the right to request that these activities be considered a substantial contribution to the research being conducted and that the provision of such assistance may warrant MDHHS be considered as a research collaborator or co-author in any resulting publications or presentations;
8. Return or destroy all originals and copies of any potentially identifiable information upon completion of project, or upon request, unless otherwise approved in this agreement. This includes, but is not limited to: magnetic tape, micro disk files, paper records, etc. If not returned to the MDHHS, then the data must be destroyed; e.g., use a CD/DVD shredder to destroy CD Roms, DVDs, etc., erase floppy/zip disks using a magnet, shred paper records, clean computer hard drives with a program designed to wipe a disk by overwriting, etc.;
9. Not use the data provided to engage in any method, act, or practice which constitutes a commercial solicitation or advertisement of goods, services, or real estate to consumers; and
10. Not use the data provided as a basis for legal, administrative or other actions which may affect particular individuals or establishments as a result of their specific identification in this project.

The MDHHS may cancel this agreement with proper notice.

The unauthorized use or disclosure of confidential information is punishable by imprisonment or fine or both under state and federal laws specific to the data released.

Do not affix signatures until review has been completed by MDHHS Compliance.

**DATA RECIPIENT SIGNATURE**

I, the data recipient, have read, understand, and agree to the above conditions.

Name of Responsible Data Recipient or authorized person (Type or Print) Kaity Hemgesberg	Title System Administrator II
Signature of Responsible Data Recipient <i>Kaity Hemgesberg</i>	Date 4/10/2019

**MDHHS SPONSOR SIGNATURE**

I, the MDHHS sponsor, understand the role and responsibilities of a sponsor and fully accept this role.

Name of Responsible MDHHS Sponsor (Type or Print) <i>Lynn Hedges</i>	Title <i>Manager, Housing &amp; Homeless Services</i>
Signature of Responsible MDHHS Sponsor <i>[Signature]</i>	Date <i>4/10/19</i>
Name of Responsible MDHHS Sponsor (Type or Print)	Title
Signature of Responsible MDHHS Sponsor	Date

**MDHHS RESPONSIBLE PARTY SIGNATURE**

Name of MDHHS Chief Compliance Officer Cynthia Green-Edwards	
Signature of MDHHS Chief Compliance Officer <i>Cynthia Green-Edwards</i>	Date April 12, 2019

**AUTHORITY:** This form is acceptable to the Michigan Department of Health and Human Services as compliant with HIPAA privacy regulations, 45 CFR Parts 160 and 164 as amended.

**COMPLETION:** Is required if disclosure is requested.

The Michigan Department of Health and Human Services (MDHHS) does not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, genetic information, sex, sexual orientation, gender identity or expression, political beliefs or disability.