

INTRA-MDHHS DATA SHARING AGREEMENT

Michigan Department of Health and Human Services

BETWEEN

The Bureau of Community Services

AND

The Medical Services Administration (MSA)

PROJECT TITLE

Reporting on Housing Initiatives

This Data Sharing Agreement (DSA) is made and entered into by and between MSA (Data Sender) and Bureau of Community Services (Data Receiver).

The Data Sender is the party that is sharing data under the DSA. The Data Receiver is the party that is collecting or receiving data from the Data Sender under this DSA.

I. Purpose

Data Sender receives and maintains data pertaining to **Medicaid Claims** for the purpose of/in order to **cross reference with homeless data**.

Data Receiver requires access to data received and maintained by Data Sender for **the ability to report on and compare relationships between homelessness and an increase use in medical benefits through the Michigan Medicaid Program. As well as, understand if providing housing to Medicaid beneficiaries improved overall health outcomes.**

Data Receiver enters into an Intra-MDHHS Data Sharing Agreement with Data Sender to receive data pertaining to **Medicaid Claims including high cost and high claims utilizers within Michigan Medicaid.**

The purpose of this DSA is to establish the terms and conditions by which Data Sender agrees to provide certain data to Data Receiver regarding **Medicaid Claims information, emergency room visits, Symmetry risk scores, chronic and general conditions, inpatient visit information and billing/cost information.**

II. Interconnecting Information Security Systems

Will the data be shared through a direct interface?

Yes No

If Yes, is an Interconnection Security Agreement (ISA) that outlines the technical solution and security requirements for the interconnection between Data Sender's system and Data Receiver's system completed? Yes No

If yes, please enter ISA name **Click here to enter text.**

III. Legal Authority

MDHHS receives funding to address the needs of homeless individuals and families through CFR 578 and Section 9004 of the 21st Century Cures Act (PL 114-255).

IV. Definitions

A. Agreement Coordinators – the individuals designated by the signatories as responsible for compliance with the activities identified in this Agreement

B. Covered Data – data covered by federal or state laws or regulations

V. Implementation

A. Data Receiver agrees to provide Data Sender with a list of categorical data elements that encompass specific data it wishes to obtain from Data Sender. The list of data elements is incorporated into this document as Exhibit A, Data Elements.

1. Any revisions to Exhibit A shall require evidence of written mutual agreement between the Parties through the Agreement Coordinators, attaching the revised Exhibit A thereto and maintain evidence in the document file.

B. Data transmission/access needs to be limited to specific personnel. Yes No

If yes, Data Receiver agrees to restrict the transmission of the Covered Data received from Data Sender using **aggregate information not traceable to an individual and/or any individual information is transmitted under password protection** to personnel who have a verifiable need to know in the performance of their official job duties. See Section VII below.

C. When restricted transmission/access is necessary, Data Receiver agrees to maintain a listing of personnel granted access privileges to the Covered Data pursuant to this Agreement and, upon request, make such information available to Data Sender. At minimum, the list shall include the user's name and title, user identification, date access was granted/changed/deleted, and dates of most recent annual security and privacy training. This list shall be maintained by Data Receiver and made available upon request by Data Sender.

D. Data Receiver agrees that the Covered Data obtained under this Agreement may not be disclosed by its employees verbally, electronically or in any other form except as specifically authorized by law or regulation. Data Receiver agrees:

1. That any Covered Data provided to Data Receiver pursuant to this Agreement will be used only the performance of official duties and shall be disclosed only for those purposes as defined in this Agreement.
2. That the Covered Data obtained shall be stored in a place physically secure from access by unauthorized persons.
3. To safeguard access to the Covered Data in such a way that unauthorized persons cannot view, print, copy or retrieve the information by any means.
4. That the confidentiality requirements of the Covered Data subject to this Agreement shall survive the expiration or termination of this Agreement.

E. Data Receiver shall ensure that any agent(s) or subcontractor(s) who access these data agree to the same restrictions and conditions that apply to Data Receiver.

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

VI. Data Sender Responsibilities

The vendor for MDHHS, Optum, will pull the data directly from the MDHHS data warehouse on behalf of MSA and send the Data Receiver, via encrypted email files, only data that has been approved in this Data Sharing Agreement, which will be shared through the third-party vendor, Optum. These emails will also be password protected, in which the password will be sent separately through a separate means. Please see Exhibit A for data elements to be shared.

VII. Data Receiver Responsibilities

BCS will use this data for the purpose of analyzing the population of people experiencing homelessness who are also current enrollees of Michigan Medicaid programs. By identifying demographic and expenditure trends of this population, MDHHS can communicate to local housing and healthcare providers where they can prioritize resources and enhance care coordination. BCS will be sending the data to the local housing providers, known as Continuums of Care (CoCs), which have a previously established relationship with the beneficiaries of whom data they will receive. BCS will only send the HMIS ID, a risk score or prioritization score (denoted as high or medium level). Also, aggregate data is also acceptable to be sent to the CoC, such as amount of visits, types of services, etc.

VIII. Costs

- Costs associated with this agreement are
- This is a non-monetary agreement. Each agency will bear its respective costs for the data exchanged and data match.

IX. Duration and Designation of Agreement Coordinators

- A. This Agreement shall become effective upon the last date of signature required by this Agreement. The Agreement will terminate **June 1, 2020**.
- B. This Agreement may be mutually terminated by **terms of mutal termination**
- C. The Agreement Coordinators for this Agreement are:

Data Sender Agreement Coordinator

Brant Cole
 Director, Medicaid Systems Operations Division
 400 S. Pine St. Lansing MI 48933
 ColeB3@michigan.gov
 517-241-0288

Data Receiver Agreement Coordinator

Lynn Hedges
 Manager, Housing and Homeless Services
 235 S Grand Ave. Suite 1110
 HedgesL2@michigan.gov
 517-284-8018

X. Amendments and Changes

The Parties agree to follow and be bound by the terms and conditions of any policy decision or directives from the federal and state agencies with jurisdiction over the use of the data contained herein upon receipt of written notice directing that such, policy decisions, or directives apply to this Agreement.

Data Sender

<u>Brant Cole</u>	<u>Director, Medicaid Systems Operations Division</u>
Name of Authorized Agency Representative	Title
<i>Brant E. Cole</i>	11/14/2019
Signature of Authorized Agency Representative	Date

Data Receiver

<u>Lynn Hedges</u>	<u>Manager, Housing and Homeless Services</u>
Name of Authorized Agency Representative	Title
<i>Lynn Hedges</i>	11-8-19
Signature of Authorized Agency Representative	Date

Compliance Office Approval

<u>Cynthia Green-Edwards</u>	<u>Cynthia Green-Edwards</u>	<u>Jan 23, 2020</u>
Chief Compliance Officer		Date