

MEDICAL CASE CONFERENCING DATA SHARING AGREEMENT

**Healthcare and Homelessness Pilot Initiative:
Medical Case Conferencing Data Sharing Agreement**

_____ Data Sharing Agreement
("Agreement") effective January __, 2023. _____ and _____ are each a "Party" and together, the "Parties."

RECITALS

- a. _____, a nonprofit public benefit corporation domiciled in Oregon, that offers integrated health plans and ambulatory providers such as medical office buildings, laboratories, and pharmacies for its members; and _____, a nonprofit public benefit corporation domiciled in California that is registered to do business in Oregon, and which operates hospitals and other institutional health care providers in Oregon. Both those component entities are Covered Entities subject to federal and state confidentiality and privacy laws and rules related to protected health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and ORS 192.553 et seq., and their respective implementing regulations (collectively "Laws").
- b. _____ is the Continuum of Care Lead Agency responsible for implementing the county's homeless response system. _____ the coordinated entry system that helps to prioritize people experiencing homelessness or at imminent risk of homelessness and match them with relevant housing resources in Washington County, Oregon. _____ has the authority to enter data sharing agreements with other parties.
- c. _____ enter into this Agreement in order to permit _____ to have limited read-only access to data from the _____ Homeless Management Information System ("HMIS") for the purposes of care coordination with _____ and its participating agencies on behalf of unhoused and newly housed people with unmet medical needs.
- d. The HMIS is used to record and share information among service providers and _____ partner agencies related to medical and other services provided to homeless and near homeless individuals ("Clients") throughout Washington County, Oregon. The goal is to simplify service delivery and improve health and housing outcomes by coordinating services and referrals among agencies and service providers serving the Clients.

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- e. The system used to access the HMIS is WellSky Community Services (CSS), formerly known as "ServicePoint."
- f. _____ is a key stakeholder with staff functioning as a local ServicePoint System Administrator pursuant to any applicable Intergovernmental Agreements with the owner and operator of ServicePoint.
- g. Through this Medical Case Conferencing Data Sharing Agreement, _____ is established as a service provider in _____ for the purposes of care coordination between the parties and with other participating agencies, as laid out below.

NOW, THEREFORE, in consideration of the above recitals and the promises contained herein which both Parties agree are sufficient, the Parties hereby agree as follows:

The purpose of the Agreement is to allow for _____ access to information exported from HMIS for the uses described below and to enable _____ to be included as a service provider (as that term is used in the HMIS Privacy & Security Notice) within _____ for the purposes of accessing HMIS data for care coordination, treatment, payment, or operations.

1. Limitation on _____ Provision of Data. Nothing in the Agreement shall be construed to require or to authorize _____ to share its own medical records, Protected Health Information, or other confidential or proprietary information with _____ or other entities, other than as needed for care coordination and permitted by applicable Laws.

2. Scope of _____ Provision of HMIS Data. Following execution of this Agreement, _____ will export from HMIS a by-name list of Clients who are in one or more priority homeless populations as determined by _____, and who have self-identified as having an unmet medical need or for whom _____ or its partner agencies have identified an unmet medical need. Identifying information provided will include name, date of birth, and any other supporting data deemed necessary by _____ or its participating agencies to enable care coordination. Data will be sent to _____ using a secure and compliant data sharing process such as encrypted email.

Following an initial export of data _____ will periodically, at its sole discretion, provide additional exports of Client data from HMIS to _____ to facilitate care coordination

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for additional Clients. _____ will denote in HMIS which Clients have been enrolled in this Medical Case Conferencing program. _____ will convene regular case conference meetings with _____, participating agencies, and other service providers to review cases of Clients on the by-name list and coordinate their care and provision of services. No medical records, Protected Health Information, or other confidential or proprietary information from _____ will be entered into HMIS.

3. Scope of _____ Use of HMIS Data. _____ is limited to having read only access to Client data securely exported from HMIS. _____ will not enter information into HMIS, export data from HMIS, or perform HMIS client assessments, intake, or program enrollment. Subject at all times to the restrictions set forth in applicable Laws, _____ will:

- a. Review Client data securely exported from HMIS to identify Clients who have a preexisting treatment relationship with _____ and/or coverage through _____.
- b. Make outreach efforts to such Clients, in order to provide needed medical care and coordinate care.
- c. Cooperate with _____, its partner agencies, and other service providers on coordination of care and referral activities with respect to Clients. This will include engaging in case conferencing and other care coordination activities with _____ its partner agencies, and other service providers to coordinate care for Clients on the Medical Case Conferencing list.

4. Confidentiality. _____ access to HMIS is for purposes of case management, care coordination, and to facilitate treatment, payment and/or and operations. Confidentiality of HMIS data will be maintained by the Parties in accordance with the _____ “HMIS Privacy & Security Notice” and with all applicable Laws. _____ will provide all Clients with access to the “HMIS Privacy & Security Notice” and document the Client’s consent to the terms of that Notice in HMIS. De-identified data sets may be used by the Parties for planning, reporting, and research activities.

All HMIS data (electronic and hardcopy), will be securely stored and/or disposed of in such a manner to protect the information and in conformity to all state and federal laws. Review of exported data will only be on secure networks.

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_____ staff participating in the Medical Case Conferencing project will undergo (annually or otherwise) formal training in HMIS privacy requirements. This training shall be provided by _____ at no cost to _____ in an online format.

5. Client Consents and Protection. Individuals' data will be included in HMIS only in accordance with the terms of _____ "HMIS Privacy & Security Notice." _____ will share the "HMIS Privacy & Security Notice" with all individuals requesting services from _____, its partner agencies, and service providers prior to entering individuals' information into HMIS, and will document Clients' acceptance of the terms of that Notice in HMIS. The Client's acceptance of the HMIS Privacy & Security Notice enables the use and sharing of Client information for specified purposes by _____ and its participating agencies and service providers, including providing and coordinating services. _____ and other service providers that are a party to an agreement with _____ will not disclose to one another or to any party to those agreements any protected health information related to care delivered to Clients subject to applicable Laws unless those Laws so permit. Further, _____ and other participants will not disclose any information pertaining to Clients' participation in substance use disorder programs that are subject to 42 C.F.R. Part 2, or information related to HIV/AIDs, without specific consent by the Client to disclose that information. Where such specific consents are required, a partner agency will obtain the consent and document it in HMIS.

6. Data Breach. Each Party agrees to notify the other party within 10 days if malicious code is introduced into HMIS's data systems, or in the event data subject to this Agreement is accessed without authorization or is used or manipulated outside the terms of this Agreement. Each Party has established and will maintain an information security program that is designed to ensure security and confidentiality. The information security program shall protect against data breaches or the unauthorized access, modification, or use of the HMIS information. Each Party's employees, agents, subcontractors, and third-party processors shall comply with the requirements of this provision, to the extent applicable.

7. Compliance. Each Party agrees to comply with all applicable federal, state, County and local laws, rules, and regulations with respect to carrying out their obligations under the Agreement during the term of the Agreement.

8. No Third-Party Rights. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that nothing in this Agreement is intended to create, nor shall it be construed, to confer, any rights or obligations upon any person or entity other than the Parties to this Agreement and their respective successors and permitted assigns.

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9. Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

10. No fees. There is no fee or payment required for _____ to join _____ as a service provider, to receive HMIS data, to participate in the Medical Case Conferencing, or otherwise related to this Agreement.

11. Amendment. Modifications to this Agreement must be in writing, signed by each Party and expressly stating that the writing is a modification of this Agreement.

12. Duration. This Agreement remains in effect until one or more Parties requests in writing for it to be terminated.

[SIGNATURE PAGE FOLLOWS]

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Medical Case Conferencing Data Sharing Agreement Between _____ and
_____ of the Northwest and _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Participant:

By: _____ Date: _____

By: _____ Date: _____