

## MEDICAL CASE CONFERENCING DATA SHARING AGREEMENT

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

Providence Health & Services - Oregon (henceforth "Providence") and Washington County Department of Housing Services (WC-DHS) enter into this Medical Case Conferencing Data Sharing Agreement ("Agreement") effective February \_\_, 2023. Providence and WC-DHS are each a "Party" and together, the "Parties."

#### RECITALS

- a. Providence Health & Services – Oregon is an Oregon non-profit corporation offering integrated health care delivery services and health insurance. Providence is a Covered Entity 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. WC-DHS is the Continuum of Care Lead Agency responsible for implementing the county's homeless response system. WC-DHS owns and oversees Community Connect, 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. WC-DHS has the authority to enter data sharing agreements with other parties.
- c. Providence and WC-DHS enter into this Agreement in order to permit Providence to have limited read-only access to data from the WC-DHS Homeless Management Information System ("HMIS") for the purposes of care coordination with WC-DHS 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 Community Connect 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

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outcomes by coordinating services and referrals among agencies and service providers serving the Clients.

- e. The system used to access the HMIS is WellSky Community Services (CSS), formerly known as "ServicePoint."
- f. WC-DHS 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, Providence is established as a service provider in Community Connect 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 Providence's access to information exported from HMIS for the uses described below and to enable Providence to be included as a service provider (as that term is used in the HMIS Privacy & Security Notice) within Community Connect for the purposes of accessing HMIS data for care coordination, treatment, payment, or operations.

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

2. Scope of WC-DHS Provision of HMIS Data. Following execution of this Agreement, WC-DHS will export from HMIS a by-name list of Clients who are in one or more priority homeless populations as determined by WC-DHS, and who have self-identified as having an unmet medical need or for whom WC-DHS 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 WC-DHS or its participating agencies to enable care coordination. Data will be sent to Providence using a secure and compliant data sharing process such as encrypted email.

Following an initial export of data WC-DHS will periodically, at its sole discretion, provide additional exports of Client data from HMIS to Providence to facilitate care coordination for

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additional Clients. WC-DHS will denote in HMIS which Clients have been enrolled in this Medical Case Conferencing program. WC-DHS will convene regular case conference meetings with Providence, 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 Providence will be entered into HMIS.

3. Scope of Providence's-Use of HMIS Data. Providence is limited to having read-only access to Client data securely exported from HMIS. Providence 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, Providence will:

- a. Review Client data securely exported from HMIS to identify Clients who have a preexisting treatment relationship with Providence and/or coverage through Providence.
- b. Make outreach efforts to such Clients, in order to provide needed medical care and coordinate care.
- c. Cooperate with WC-DHS, 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 WC-DHS, its partner agencies, and other service providers to coordinate care for Clients on the Medical Case Conferencing list.

4. Confidentiality. Providence's 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 WC-DHS "HMIS Privacy & Security Notice" and with all applicable Laws. WC-DHS 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.

Providence 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 WC-DHS at no cost to Providence, in an online format.

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5. Client Consents and Protection. Individuals' data will be included in HMIS only in accordance with the terms of WC-DHS "HMIS Privacy & Security Notice." WC-DHS will share the "HMIS Privacy & Security Notice" with all individuals requesting services from WC-DHS, 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 WC-DHS and its participating agencies and service providers, including providing and coordinating services. Providence and other service providers that are a party to an agreement with WC-DHS 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, Providence 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.

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.

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10. No fees. There is no fee or payment required for Providence to join Community Connect 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]

MEDICAL CASE CONFERENCING DATA SHARING AGREEMENT

**Medical Case Conferencing Data Sharing Agreement Between Providence Health & Services Oregon and The Washington County Department of Housing Services**

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

**Participant:**

Providence Health & Services Oregon

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Washington County Department of Housing Services:**

By: \_\_\_\_\_

Date: \_\_\_\_\_