CIE Toolkit In Depth

Webinar 4: CIE Toolkit In Depth: Prepare a Legally Compliant Framework & Adopt an Interoperable Technology

March 21, 2019

10:00 am - 11:30 am (Pacific)





Introductions



Beth Johnson, MPH Karis Grounds, MPH

Director of Strategic Initiatives



Vice President Of Health and Community Impact



Peter Battistel

Chief Technology Officer



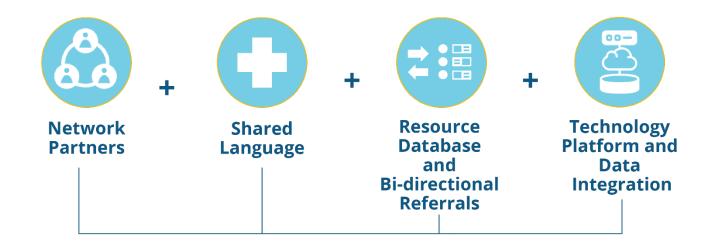
Shelley Brown, Esq

Legal Consultant





What is a Community Information Exchange (CIE)?











Person-Centered Model



www.ciesandiego.org/toolkit



This toolkit was made possible through a generous grant from the Schultz Family Foundation

Why a Toolkit?

- Share San Diego's long history developing, growing, and maintaining its CIE
- Support the nationwide movement around capture and use of social determinants of health data to promote individual wellbeing as a foundation for more holistic approach to community health
- Provide communities across the country with insights and strategies on how to approach development of a local CIE





Toolkit Sections



Section 1: What is a Community Information Exchange

Learn about the features and benefits of developing a CIE, including how the CIE creates community impact.



Section 2: State of the Field

Discover the influences that shaped the conceptualization and evolution of the CIE.



Section 3: Insights and Strategies

Explore the six strategies essential to developing an effective and sustainable CIE.





Toolkit Features







Practical Application



Glossary



Resources/Templates





Section 3: Insights and Strategies

www.ciesandiego.org/toolkit



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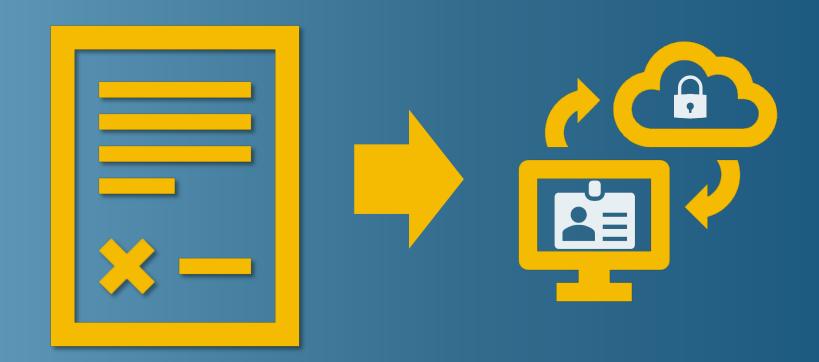
- I Identify the CIE Vision and Governance
- M Mobilize the Community Network
- P Prepare a Legally Compliant Framework
- A Adopt Interoperable and Scalable Technology
- C Cultivate Sustainability
- **T** Transform the Movement







Prepare a Legally Compliant Framework







Why is this important?

- Sharing data among multiple partners requires a solid legal framework and protocols that comply with federal, state and local regulations.
- CIEs that include health providers are required to meet Health Insurance Portability and Accountability
 Act (HIPAA) requirements for sharing Protected
 Health Information (PHI).
- Other federal compliance regulations govern the use of personally identifiable information (PII).









Action Checklist

- 1. Set Standards for Network Partners
- 2. Establish Standard Consent
- 3. Define Roles for Health and Non-Health Partners
- 4. Establish Standard Security and Privacy Measures







1. Set Standards for Network Partners



Create a Team of Legal Advisors



Develop Formal Data-Sharing Agreements





Create a Team of Legal Advisors

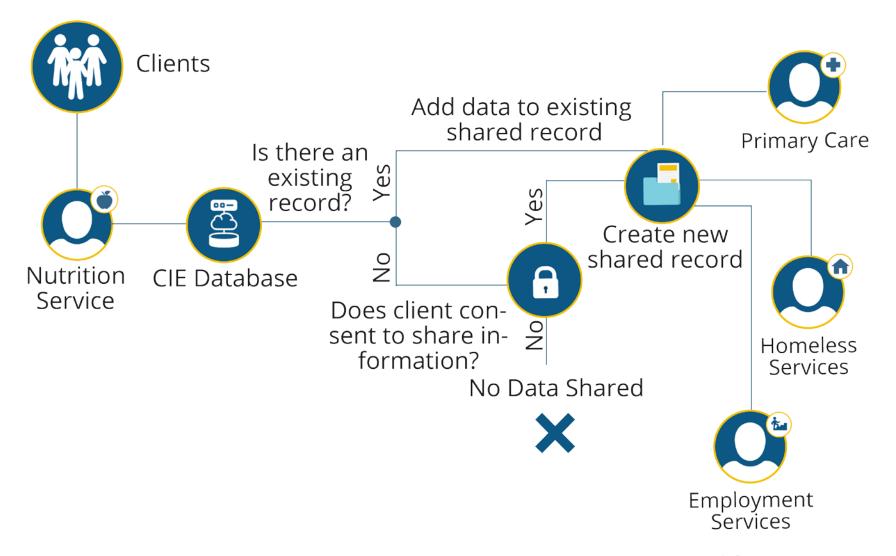
- Become familiar with health
 information privacy and security laws
- Create a legal team that understands the CIE vision
- Create a legal framework that complies with the privacy and confidentiality guidelines







Decision Tree









Develop Formal Data-Sharing Agreements



NOTICE OF PRIVACY PRACTICES Effective Date: October 5, 2018

THIS NOTICE DESCRIBES HOW PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW THIS NOTICE ARRESTITUTE.

What We D

2-1-1 San Diego ("2-1-1") is a resource and information hub that connects individuals with health and social services, insurance, financial aid, debt and tax preparation counseling, housing, food, transportation, employment and job training, disaster relief and other service providers through a free, 24/7 stigma-free confidential phone service, searchable online database, care coordination, technology infrastructure. 2-1-1 provides referral, care coordination, outreach, education, and other services in community.

Information We Collect About You:

To address your needs and connect you to appropriate providers in our network, 2-1-1 San Diego may collect and keep a record of information about you. This information may include your name, social security number, telephone number, address and email, your age, gender, nationality, ethnicity, physical and mental health condition, health care, health insurance and care team, finances, debt, and employment, housing and housing needs, names and contact information for your family members, friends and care givers, military background, information about the community programs you have been or are currently enrolled in, and other information that may be required to determine if you are eligible for government benefits, tax credits, income/debt assistance, insurance coverage, housing assistance and other programs and services offered by our referral providers. Some of the information we collect may be considered "protected information" under federal and/or state privacy laws. 2-1-1 San Diego maintains information about its Clients, in a secure electronic database and takes precautions to prevent third parties from accessing Client information inappropriately. The 2-1-1 system allows us to document the source of the information, who accessed your information and control what information is shared with 2-1-1's network of referral providers. 2-1-1 San Diego's network of referral providers are legally and/or contractually obligated to protect your

Where the Information Comes From:

Information about you may come from a variety of sources. The information you provide to us directly through our website or when you speak to one of our representatives is considered "self-reported" information. When you provide us with self-reported information, you give us permission to share the information with staff members within our organization, and with the referral providers in our network we feel are qualified to address your needs.

2-1-1 San Diego Notice of Privacy Practices

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Privacy Practices

Terms of Service

TERMS OF SERVICE

INTRODUCTION

Welcome to the 2-1-1 San Diego web site (the "Site") operated by Infoline DBA 2-1-1 San Diego., ("2-1-1 San Diego," "we," "our," or "us"). Please read the following terms and conditions of service ("Terms") carefully as they contain the legal terms and conditions that you agree to when you access and/or use the Site and/or the service provided to you by 2-1-1 San Diego through the Site ("Service"). The Site includes, without limitation, all information, data, content and software, available by us through the Site and or the Service ("Materials"). Unless explicitly stated otherwise, the Site and the Materials shall be subject to these Terms, and by using the Site you consent to be bound to these Terms.

For the purposes of these Terms, "you" means you, the person using the Site, and, if applicable, the person that agrees to the Terms when accessing and/or using the Site and/or the Service. You and any persons that you authorize to use the Site and/or Service may be referred to in these Terms as the "User."

BY ACCESSING OR USING ANY OF THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS, WHICH CONTAIN PROVISIONS APPLICABLE TO ALL USERS OF THE SERVICE, INCLUDING CASUAL VISITORS TO THE SITE AND THOSE USERS THAT AGREE TO BE BOUND BY THESE TERMS.

In the case of inconsistencies between these Terms and information included in off-line materials (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. Access and Use Rights. 2-1-1 San Diego grants you a personal, limited, revocable, non-exclusive and non-transferable right to access and use the Site and Service for your personal, non-commercial use. You may make personal, non-commercial use of the Materials only and only for the purpose for which they are provided or made available to you, but you may not make any commercial use, including without limitation reselling them, charging to access them, charging to redistribute them, or charging

Terms and Services







Develop Formal CIE Agreements





Business Associate Agreement

This HIPAA Business Associate Agreement ("BAA"), is entered into by and between Infoline of San Diego County, dba, 2-1-1 San Diego, ("Business Associate") and the Covered Entity or Business Associate named on the signature page hereto ("Covered Entity"), each a "Party" and collectively, the "Parties." This BAA shall be effective on the date indicated at the signature page hereto, or the date commensurate with the effective date of the Participation Agreement or other agreement entered into by the Parties ("Agreement") pursuant to which Business Associate will be granted access to protected healthcare information, (whichever effective date is earlier). This BAA applies to the parties only to the extent that a business associate relationship exists within the meaning of 45 CFR 160.03.

Whereas, at times, 2-1-1 San Diego, may serve as a Business Associate that creates, receives, maintains, stores, aggregates, transmits or facilitates the exchange of protected health information ("PHI") for, behalf of and between "Covered Entities" or other Business Associates for Permitted Purposes.

Whereas, at various times, Business Associate may provide Services for, or on behalf of a Covered Entity that requires Business Associate to collect, store, transmit, retrieve, use or disclose an Individual's protected health information, orally, or in paper or electronic form. In doing so, it is the intent of each of the Parties to this Agreement to observe and faithfully perform the duties and obligations of a Business Associate, and Covered Entity, as the context may require, in accordance with the "Privacy Laws" and the following Terms and Conditions.

Now therefore, in light of the foregoing Recitals and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

ARTICLET

DEFINITIONS: 1.1. Definition of Capitalized Terms. Unless otherwise defined in this BAA capitalized terms shall have the meaning set forth in the Privacy Laws.

"Agreement" means and refers to collectively, the Participation Agreement and each statement of work, if any, and this BAA, or if there is no Participation

"Privacy Lows" means and refers to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Denartment of Health and Human Services (45 CFR Parts 160, 162 and Subparts A, C, D and E of Part 164, the "HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") Title XIII of Division A and Title IV of Division B of the American Recovery and

Page 1 of 6: THIS IS A PROBLETARY DOCUMENT, PROPERTY OF 2.1.1 SAN INTOO 5

Business Associates Agreement



COMMUNITY INFORMATION EXCHANGE PARTICIPATION AGREEMENT

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Info Line of San Diego, dba 2-1-1 San Diego and the "Participant" named at the signature page, each a "Party" and collectively, the "Parties" hereby enter into this Participation Agreement upon the terms and conditions provided herein.

Effective Date: Termination Date: First Renewal Date: Annual Fee:

TERMS AND CONDITIONS OF PARTICIPATION

1.1 Role of 2-1-1 San Diego as the Facilitator for Community Information Exchange. 2-1-1 San Diego operates a 2-1-1 information hotline (Call Center) in the San Diego and Imperial County. Call Center services are designed to help members of the general public ("Clients") to connect with community resources to assist Clients obtain medical care, mental health services, housing, food, clothing, government benefits, among other things. 2-1-1 San Diego has expanded its referral services to include direct referral of Clients to community resources and access to the Community Information Exchange Database. The Community Information Exchange database (the "Database") will serve as a directory of participating professionals, agencies and businesses providing services that relate to the social determinants of health. The database will also serve as a source of information about the Client's social determinants of health and current needs and will be used to help the Client access community resources suitable to address those needs. Information maintained in the Database consists of information provided by the Client ("self-reported") and information that has been created and entered into the Database by Referral Partners. Participants are cautioned to verify the information accessed from the Database; 2-1-1 San Diego does not assume any responsibility or liability for its inaccuracy.

1.2Level of Access and Administration of Participation Agreements, Generally. In order to protect the privacy and security of Client Data, 2-1-1 San Diego will only permit

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Participation Agreement



3.2 Internet Access to the Database. Participants will be permitted access to the Database and access to segments of Client Data according to the Participant type and data access permissions assigned to the Participant's Authorized Users by logging onto the web portal using unique logon credentials.

4.0 PARTICIPATION IN COMMUNITY INFORMATION EXCHANGE.

(Section 4 applies to Participants who will be entering Client information into the Customize the CIE Database).

4.1 Access to the Database and Use of Client Data. Participant hereby grants 2-1-1 San Diego a fully-paid, non-exclusive, royalty-free, right and license to host, use, copy, store, maintain, and disclose Participant's profile and directory information, and Client Data and to share some or all of Participant's information and Client Data with other Participants, subject to the other Participant's Tier level and "need to know".

4.2Client Data. Participant shall use reasonable care to ensure the accuracy, currency and completeness of Participant's profile and directory information and its Client Data, including Client demographic information (collectively "Data") and shall promptly correct or update such Data if Participant discovers the Data is incorrect, incomplete or has changed.

4.3 Client Consent/Authorization. Participant is solely responsible for (i) accurately documenting its Client's Consent or revocation of Consent or Written Authorization, when required by Applicable Law, to disclose protected health information to 2-1-1 San Diego and other Participants, (ii) protecting Client Data in its control from unlawful use or disclosure, and (iii) notifying 2-1-1 San Diego immediately of any changes or restrictions on a Client's Consent or Authorization, or (iv) of a Security Breach. Participant shall not disclose or permit another Participant or 2-1-1 San Diego to access Client Data unless Participant is permitted or required to disclose Client Data as a matter of law, or the Client who is the subject of the Data has given Participant Consent or Authorization (if required by Law) to share the Client's data with other Participants participating in the Community Information Exchange. When a Client's written Authorization is required for disclosure of Client Data, Participant will promptly provide 2-1-1 San Diego with an electronic copy of the Client's written Authorization prior to uploading or disclosing the Client's Data to 2-1-1 San Diego. Participant shall immediately notify 2-1-1 San Diego if its Client revokes Consent or Authorization to share Client Data or if Participant has agreed to a restriction on the disclosure of Client Data. Participant warrants and represents that the Client's Consent or written Authorization will conform to the requirements of Federal and State law.

4.4Scope of Participation. Participant shall not use or disclose, or permit others to use or disclose Client Data, or access the Database for any purpose other than to provide the

Service Level Agreement





Partnership Agreements: Data Use Agreement



211 SAN DIEGO – COMMUNITY INFORMATION EXCHANGE PARTICIPANT DATA USE AGREEMENT

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PARTICIPANT: Participation Agreement Date;	DATE:
Business Associate Agreement Date:	
Primary Services Provided by Participant to Clients: Individuals experi	encing homelessness
Data Access:	
() View Only	
() View with Download Capability - One Way	
View with Download Capability plus Exchange (Bi-Directional) Other:	
Data Use Terms and Conditions	_
This Participant Data Use Agreement ("DUA") is entered into with referen Agreement between the Parties effective as of the Date indicated above or Participation Agreement, whichever date is later and hereby incorporates the Participation Agreement as if fully restated herein.	commensurate with the
Whereas, 211SD seeks to promote the efficient, confidential and effective with referral and other services provided to Clients by 211SD, and its CIE	
Whereas, some or all of the information to be disclosed to CIE (Data) or di Network Partner may be protected under Applicable Law, including without and the California Privacy Act of 2018.	
Now Therefore, Participant agrees to provide CIE and CIE Network Partne CIE, access to Participant's Data in accordance with this DUA and Applica	

TERMS AND CONDITIONS FOR DATA USE AND EXCHANGE

- Assumptions: Onboarding to the CIE and the associated price quoted for Participation and Data Use, if any, is based on the following assumptions:
- (a) 211SD will not develop applications or perform professional services for Participant. Participant shall be solely responsible for configuring its electronic database and building an electronic interface so that the Data (depending on the Access Level assigned to the Participant) may be either viewed by logging onto a web portal to the CIE, or viewed and downloaded, or exchanged through the CIE.
- (b) Participant, at Participant's sole cost and expense will dedicate personnel and resources to design, test and implement an electronic interface securely connecting Participant's database to the CIE so that the type of Data listed in Addendum 1 below can be transmitted to the CIE within an acceptable timeframe. In the event the software or hardware utilized by Participant does not permit Data to be

Page 1 of 28 CIE: Data Use Agreement



211 SAN DIEGO – COMMUNITY INFORMATION EXCHANGE PARTICIPANT DATA USE AGREEMENT

transmitted to the CIE through an electronic interface, Participant, at Participant's sole expense, shall cause its software vendor to either (i) develop a work around or custom software for the interface, or a fix to correct any system errors, or (ii) Participant will utilize another method for transmitting Data to the CIE in regular, agreed upon intervals.

- (c) The CIE and the Participant has obtained their Client's consent to share Data with the CIE and CIE Participants. Participant will not disclose PHI to the CIE or other Participants through unless otherwise permitted by Applicable Law, and/or the client's written authorization.
- (d) Members of Participant's Homeless Information Management System (HMIS) who are also CIE Network Partners of the CIE do agree to share all available Data noted in Addendum 1
- (e) Agreement to this DUA for organizations who are both HMIS Members and CIE Network Partners are captured in Addenda 2 24 and is effective as of the Date indicated in the corresponding Addendum

Term: This DUA shall commence on the Effective Date and terminate commensurate with the Participation Agreement. Following termination, Participant shall continue to protect Data in its possession as required by the terms and conditions of the Participation Agreement, and Business Associate Agreement (if any), which by their terms, survive termination of this DUA.

Fees: Unless otherwise specified in the Participation Agreement, Participant shall pay CIE a fee for access and use of the CIE and Data as follows:

Use of the System. Participant will use good faith efforts to participate in the CIE and use the System in compliance with 2118D Policies and Procedures which are available at www.211sandiego.com and all Applicable Laws. Participant shall regularly submit Data to the CIE as indicated in the Addendum 1, in a format to be agreed upon when the parties commence onboarding activities. In every case, Data transmitted over the internet shall be encryoted.

Authorized User Training. Participant will, at its own expense, provide to all persons who will be accessing Data ("Authorized Users"), appropriate training regarding, without limitation, proper use of the System and Data exchanged with the CIE and/or, viewed, accessed or downloaded to the Participant's system from the CIE. Participant will maintain reasonably detailed logs and records of its Authorized Users, notify CIE promptly if any Authorized User's access is terminated or Data Access Privileges have changed, and Authorized User training activities, which shall be provided to 211SD pursuant to an audit, from time to time.

Use of Data. Participant (and its Authorized Users) shall limit their access to the CIE and use of Data to a Permitted Purpose, as defined in the Participation Agreement. Violation of this provision may result in immediate termination of both this DUA and the Participation Agreement.

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2. Establish Standard Consent



Set Standards Based on Information Sharing



Establish Consent Model







Opt-In Data Sharing



AUTHORIZATION FOR THE USE AND DISCLOSURE OF INFORMATION

Community Information Exchange

You are authorizing Infoline of San Diego County, dba Community Information Exchange (CIE) and its Partner Agencies to use, store and share your personal, financial and health information with each other in order to assess your needs, coordinate your care and provide services to you. Partner Agencies participating in the CIE are listed at www.211sandiego.org.

This Authorization covers, without restriction, all information disclosed and re-disclosed to CIE by you, your family, Partner Agencies including your care team, or any other person involved in your care while this Authorization is in effect. CIE and its Partner Agencies may share your personal, financial and health information. You agree to notify CIE if your information changes or is incorrect. Information disclosed pursuant to this Authorization may be re-disclosed and no longer be protected under applicable privacy laws. Your refusal to sign this Authorization will not adversely affect your ability to receive health care or services from Referral Agencies directly.

Notice of Privacy Practices posted at www.211sandiego.org explains how CIE uses and protects information, how to get a copy of this Authorization and your record. You can revoke this authorization at any time by sending notice to CIE at revoke@211sandiego.org, allowing a minimum of five business days to process. Revocation will not affect any information previously disclosed in reliance on this Authorization. Unless revoked earlier, this Authorization will expire in Ten (10) Years, or on the following Date:

□ Substance	I authorize for CIE to Abuse, Mental Health	use and disclose information relating to, Drug/Alcohol/-n, and HIV/AIDS.
If you agre	e, sign your name bel	ow:
CLIENT IN	FORMATION	
Today's Da	ite:	
Client's Fu DOB: PIN: Client's Sig		Last 4 or full SSN/4 digit
Agency Na Name:	me:	Care Coordinator
	THIS IS A PROPRIETAR	RY DOCUMENT, PROPERTY OF 2-1-1 SAN DIEGO ©





Define Roles for Health and Non-Health Partners

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211 Navigator Salesforce	Agents	Internal 211	E/V	E/V	NE/V	E/V	NE/V	E/V	E/V	E/V	E/V	E/V	E/V	E/V	E/V	E/V	E/V	E/V	NE/V	NE/V	NE/V	NE/V	NE/V
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211 Tier 2 Referral Manager Customer Comr	munity Plus under Operation	ns External Partner	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/NV	NE/NV	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/V	NE/V	NE/NV	NE/V	NE/V	NE/V	NE/V	NE/NV
211 Tier 2 Care Coordinator Customer Comr	munity Plus Login under Operation	ns External Partner	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/NV	NE/NV	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/V	NE/V	NE/NV	NE/V	NE/V	NE/V	NE/V	NE/NV
211 Tier 3 Referral Manager Customer Comr	munity Plus under Operation	ns External Partner	E/NV	NE/V	NE/V	NE/V	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/V	NE/V	NE/NV	NE/V	NE/V	NE/V	NE/V	NE/NV
211 Tier 3 Care Coordinator Customer Comr	munity Plus Login under Operation	ns External Partner	E/NV	NE/V	NE/V	NE/V	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/V	NE/V	NE/NV	NE/V	NE/V	NE/V	NE/V	NE/NV
211 Tier 3 Referral Manager Customer Comr	munity Plus under Operation	ns External Partner	E/V	NE/V	NE/V	NE/V	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/NV	NE/NV	NE/NV	NE/V	NE/V	NE/V	NE/NV	NE/V	NE/V	NE/V	NE/V	NE/NV
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Adopt Interoperable and Scalable Technology











Action Checklist

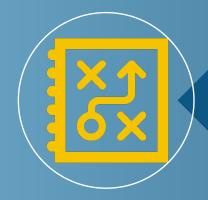
- 1. Analyze Data Systems and Information Sharing Environment
- Establish a Dedicated Multidisciplinary Design/Technology
 Team
- 3. Set Needs for Technology
- Select Technology that Supports Interoperability and Shared Record







1. Analyze Data Systems and Information Sharing Environment



Create a Community Data Asset Map







Infrastructure/Systems

- HMIS (Homeless Management Information System)
- Health Information Exchange (HIE)
- ConnectWell (HHSA)
- Emergency Medical Services across cities
- Food Bank
- Career/Workforce (WIOA funds)
- School Systems

Platforms

- ETO/Social Solutions
- Salesforce
- Electronic Medical Record
 - EPIC, CERNER, NextGen, OCHIN
- CC3
- Service Point
- Excel
- Clarity
- Oasis
- WATER
- ACCESS
- CommunityOS
- CalJobs
- STAR
- FileMaker
- CSTAR
- Trilogy







2. Establish a Dedicated Multidisciplinary Design / Technology Team



Identify Primary Sectors of Influence



Ensure Oversight of the Technology Requirements



Create Community Ownership



Continuously Explore Opportunities for New Functionality





Identify Primary Sectors of Influence



Multidisciplinary Team





Ensure Oversight of the Technology Requirements



Create Community Ownership

- Engage end users from
 community partner organizations
 in the design and testing phases
 of development
- Build shared buy-in and
 ownership of the system and
 ensure that the platform will meet
 the needs of end users.

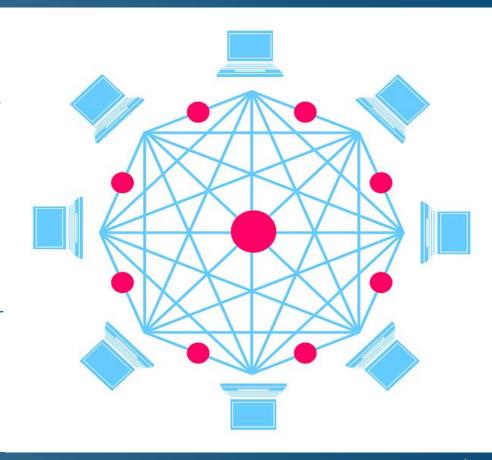






Continuously Explore Opportunities for New Functionality

- Identify situations where real-time upstream alerts could improve care coordination
- Explore opportunities to integrate data from prevention efforts
- Monitor trends in using blockchain technology for service coordination applications





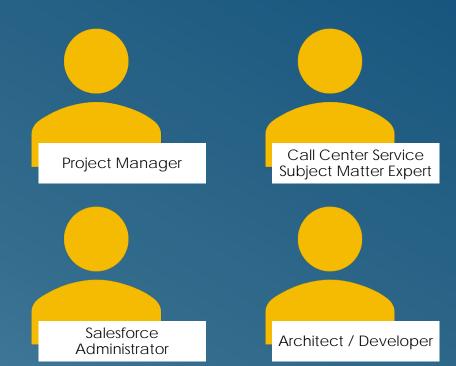




Technology Platform Design

During 2-1-1 San Diego's the threemonth design phase, the team invited potential users to attend multiple sessions to test and provide feedback on the system.











3. Set Needs for Technology



Identify Current and Future Technology Needs



Prioritize Needs and Compare Technology Vendors



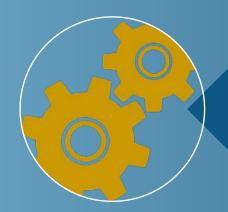


Prioritize Needs and Compare Technology Vendors

Evaluation Criteria	Requirements	Maximum Possible Score	Reviewer Score
Qualifications and	 Organizational experience as it relates to the scope of this project Depth and relevance of staff technical expertise and experience Adequacy of staff to perform work 	20	
Costs	Reasonableness of costs	20	
Record of Past	 Relevant work examples Client testimonials and references Demonstrated ability to complete work tasks within project timelines and project budgets 	10	
Merit of Proposal	 Thoroughness, clarity, and approach of Proposal Extent to which the proposed solutions meet the scope and needs of this project Demonstrated understanding of project and requirements 	10	
Interview Questions	 Appropriateness and quality of responses to questions Demonstrated unique or exceptional knowledge of the work required 	40	
	TOTAL	100	



4. Select Technology that Supports Interoperability and a Shared Record



Assess Functionality



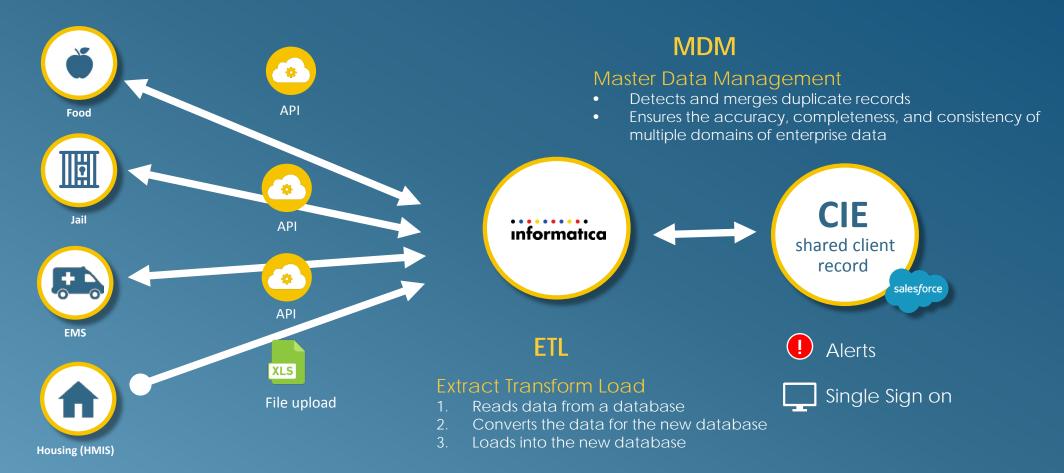
Facilitate Data Integration







Selecting a Technology Platform









Tost [Chango]

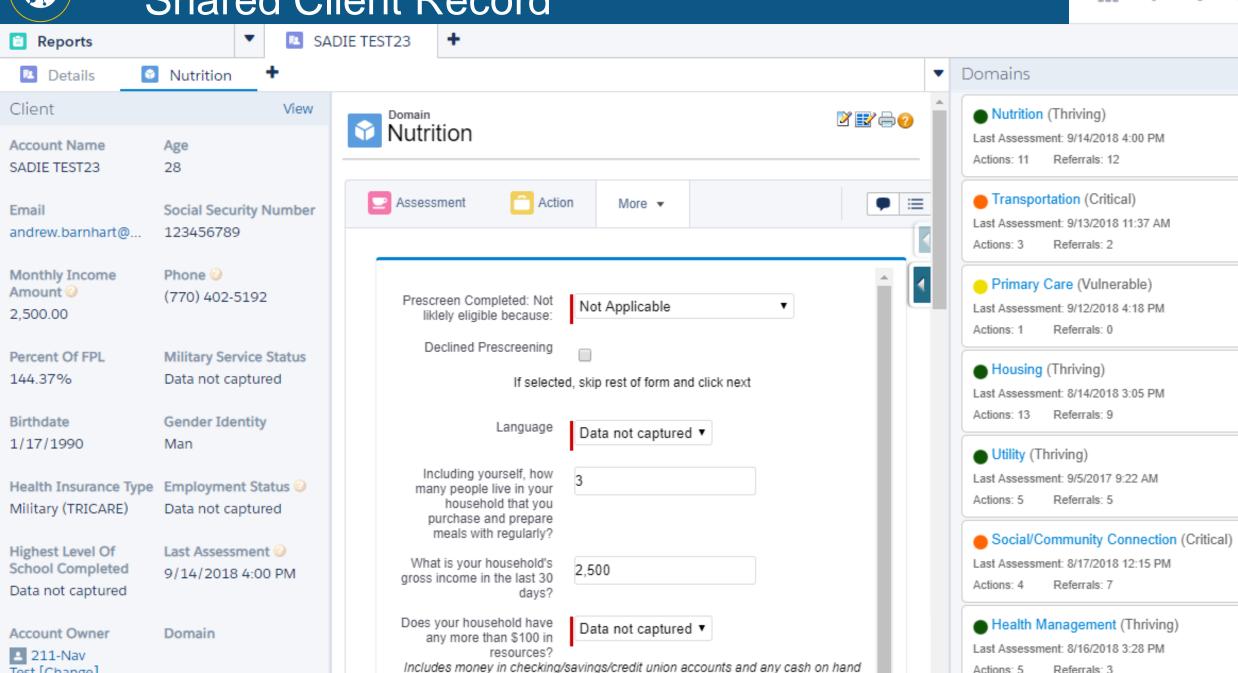
Shared Client Record



Actions: 5 Referrals: 3









CIE Technical Specifications

Design and Technology Planning Team

Planning Requirements System Requirements

Security and Privacy

Reporting

Additional Functionality







System Requirements

User Types and Log-Ins

Uniform Data Standards Longitudinal Record

Bi-Directional Closed-Loop Electronic Referrals

Care Team Management

Push Communication Tools

Interoperability

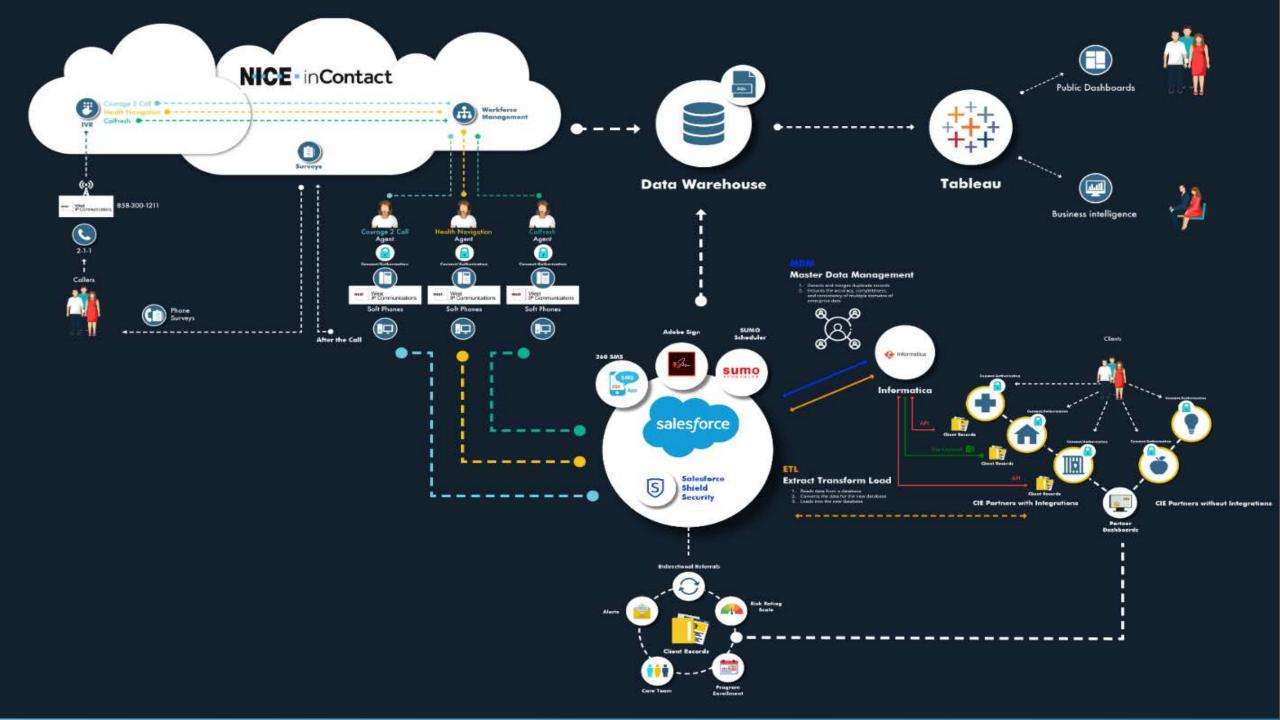
Open Source

Security and Privacy

Reporting

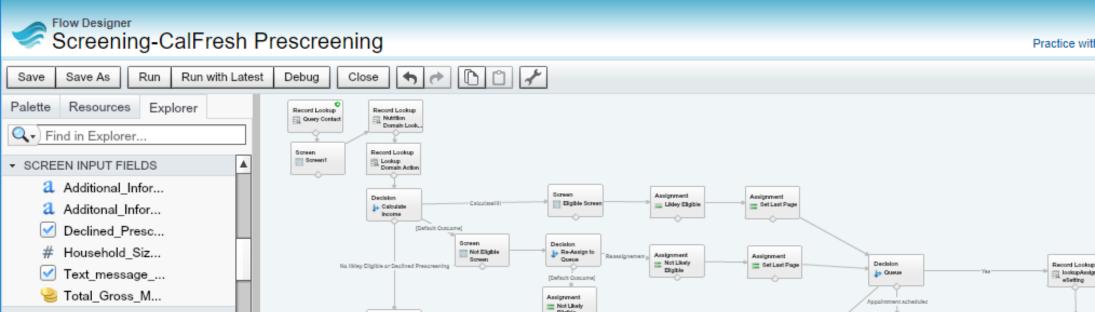




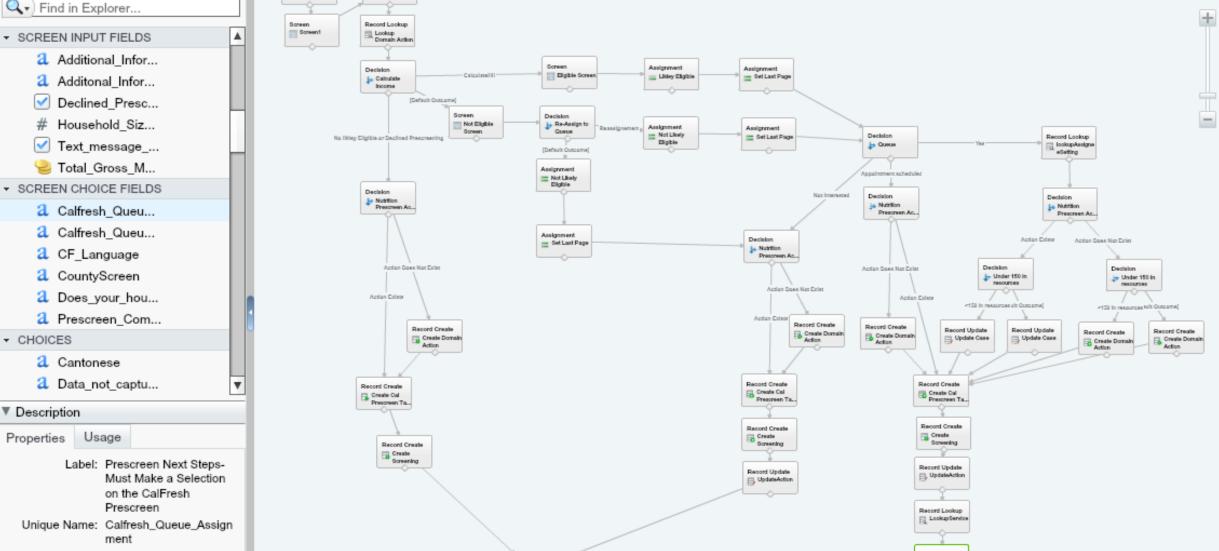


CIE Technology Platform





salesforce



Establish Standard Security and Privacy Measures

Standardize technical requirements

Provide ongoing privacy monitoring



Security & Breach Notification Guidance for Community Information Exchange Partner Network:

2-1-1 is excited to work with you to better the lives of residents in our community, 2-1-1 extends that commitment to the community by protecting the privacy and security of individuals information. This provides guidance for Partner Agencies on software and hardware and know how to identify a potential breach, investigate that the reach and notify appropriate agencies.

Software and Hardware:

- In order to use the Salesforce CRM, the following link provides a list of supported browsers
- https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&type=0

 2. All points of entry to the system should be supported and updated to Operating System Manufactures
- specifications.

 3. Anti-Virus software is installed and current.
- 4. 2-1-1 strongly recommends the use of encryption when data is stored or transmitted over the internet
- Each user must have their own log-in to the software (Salesforce) and all passwords must be protected. Sharing log in information is strictly forbidden.

Hardw

- Accessing the Salesforce CRM must be on a private network connection
- . Hardware that is accessing Salesforce CRM must have password protection and auto-locking capabilities and passwords may not be shared.

Breach Notification:

In the event of any suspected breach of information, please notify privacy@211sandiego.org immediately. If you believe you are the victim of <a href="mailto:going.you may also notify the authorities by failing 9-1-1 or at www.catchteam.org. The following guidance is designed to help you in determining what to do if you suspect a breach impacting 2-1-2 information.

In addition to this guidance, you are responsible for understanding your legal requirements for reporting directly to state and federal agencies if any exist.

Definition of a Breach

- Reasonable belief that unencrypted personal information was acquired, or reasonably believed to
 have been acquired, by an unauthorized person, or in the case of encrypted personal information, it is
 reasonably believed that the encryption key or security credential was acquired by an unauthorized
 nerson and crude sender the healthcrace or personal information read-falls.
- 2) A breach is, generally, an impermissible use or disclosure that compromises the security or privacy of the protected health information under the Privacy Bule or of personally identifiable information under California's information Protices Act. An impermissible use or disclosure of protected health information or personally identifiable information is presumed to be a breach unless the agency that maintains or transmits computered data, demonstrates that there is also pyrobability that the protected health information or personally identifiable information has been compromised based on a viscourse.

Security Guidance for Community Information Exchange

Instructions for Sections 4 to 8:

Use "√" in appropriate column

Responders are encouraged to record the governing procedure name/number, revision and/or date along with objective evidence of compliance. To the extent possible, Responders are encouraged to reference and attach supporting response documentation.

4. QUALITY MANAGEMENT SYSTEM

QUESTION	YES	NO	N/A	SUPPORTING DETAIL*
Does an independent Quality structure exist for				
quality control and assurance (independent of				
Product Development and Support)?				
Does the organization operate in accordance with				
formal procedures? If yes, are they written and				
approved by management?				
Does documented evidence exist to demonstrate				
compliance with procedures?				
Does the Quality unit conduct audits of vendors				
or suppliers?				
If yes, do formal, written procedures exist for the				
process?				
Are regular IT audits performed?				
Explain the scheduling procedure for internal				
audits or other methods of compliance checks.				

Confidential

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Partner IT Privacy and Security

Questionnaire





A&P

CIE Toolkit In Depth

Webinar 4: CIE Toolkit In Depth: Prepare a Legally Compliant Framework & Adopt an Interoperable Technology

March 21, 2019

10:00 am - 11:30 am (Pacific)

Recording will be posted at www.ciesandiego.org/events





Next Time

CIE Toolkit In Depth: Cultivate Sustainability & Evolve and Shape the Movement / CIE Summit Overview

April 18, 2019

10:00 am - 11:30 am (Pacific)

Register today at www.ciesandiego.org/events





The 2nd Annual Community Information Exchange Summit

Driving Cross-Sector Collaboration and Data Sharing to Create Healthier Communities

April 24 – 26, 2019 Marriott Marquis San Diego Marina www.ciesandiego.org/ciesummit2019







Thank You!

Please provide your feedback!

Visit: https://www.surveymonkey.com/r/CIEweb4