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
Director of Strategic Initiatives

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Vice President Of Health and Community Impact

Peter Battistel
Chief Technology Officer

Shelley Brown, Esq
Legal Consultant
What is a Community Information Exchange (CIE)?

Network Partners + Shared Language + Resource Database and Bi-directional Referrals + Technology Platform and Data Integration

Community Care Planning
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 well-being 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

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

www.ciesandiego.org/toolkit
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

- Purpose
- Action Checklist
- Practical Application
- Glossary
- Resources/Templates
Section 3: Insights and Strategies

Identify the CIE Vision and Governance
Mobilize the Community Network
Prepare a Legally Compliant Framework
Adopt Interoperable and Scalable Technology
Cultivate Sustainability
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

1. Clients
2. Nutrition Service → CIE Database
3. Is there an existing record?
   - Yes → Add data to existing shared record
   - No
4. Does client consent to share information?
   - Yes → Create new shared record
   - No → No Data Shared
5. Primary Care
6. Homeless Services
7. Employment Services
Develop Formal Data-Sharing Agreements

Terms of Service

INTRODUCTION

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Partnership Agreements: Data Use Agreement

PARTICIPANT: CIE Data Use Agreement

PARTICIPANT: Data Use Agreement

Partnership Agreement Data Rights Agreement Agreement Data Rights Agreement:

Privacy Services Provided by Participant to Clients: Individuals experiencing 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 reference to the Participation Agreement between the Parties effective as of the Date indicated above or communicated with the Participation Agreement, whose date is the later of the date and the conditions and terms of the Participation Agreement as of the later hereinafter.

Whereas, 211SD seeks to promote the efficient, economical and effective use of Data in connection with referred and other services provided to Clients by 211SD, and the CIE Network Partners.

Whereas, one or more of the affirmative declarations or disclosures of the CIE or disclosed by CIE to a CIE Network Partner may be protected under Applicable Law, including without limitation, HIPAA, CDMIA and the California Privacy Law of 2018.

Now Therefore, Participant agrees to provide CIE and CIE Network Partners, who are participants of the CIE, access to Participant’s Data in accordance with this DUA and Applicable Law.

TERMS AND CONDITIONS FOR DATA USE AND EXCHANGE

1. 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 Participants. Participants shall be solely responsible for configuring its electronic database and maintaining an electronic interface so that the Data (including 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) Participants, in Participant’s sole cost and expense will develop software 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 Attachment 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 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 fix to permit use of its software, or (ii) Participant will utilize another method for transmitting Data to the CIE in a regular, agreed upon timeframe.

(c) The CIE and Participant has obtained from Client’s consent to share Data with the CIE and CIE Participants. Participant will not disclose PII to the CIE or other Participants through address references included in Applicable Law, and to the client at the Client’s direction.

(d) Members of Participant’s Hierarchy Information Management System (HIMS) who are also CIE Network Partners of the CIE to access any data sets in Attachment 1.

(e) Agreement to the DUA by organizations who are both HIMS members and CIE Network Partners are entered as Attachments 2 – 24 and is effective on the Date indicated in the corresponding Attachment.

Terms: This DUA shall commence on the Effective Date and terminate in accordance 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 (U.S.), which are terms, service agreements of the DUA.

Fees: Unless otherwise specified in the Participation Agreement, Participant shall pay CIE as the 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 211SD Policies and Procedures which are available at cie11SD\policies\ and all Applicable Laws. Participant shall report any unauthorized use of the CIE as indicated in the Attachment 1, as a format to be agreed upon when the parties commence outsourcing activities. In every case, Data transmitted over the system shall be encrypted.

Authorized User Training: Participant shall, at its own expense, provide to all persons who will be accessing Data ("Authorized User"), appropriate training including, without limitation, proper use of the System and Data exchanged with the CIE and, if requested, viewed, accessed or downloaded from the Participant’s system by the CIE. Participant will maintain reasonably detailed logs and records of its Authorized Users, notify CIE promptly of any Authorized User’s access to terminated or Data Access Privileges have been 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 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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CIE: Data Use Agreement

Page 1 of 18
CIE: Data Use Agreement
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:

☐ I authorize for CIE to use and disclose information relating to, Drug/Alcohol/Substance Abuse, Mental Health, and HIV/AIDS.

If you agree, sign your name below:

CLIENT INFORMATION

Today’s Date: __________________________

Client’s Full Name: __________________________

DOB: __________________________ Last 4 or full SSN/4 digit

PIN: __________________________

Client’s Signature: __________________________

Agency Name: __________________________ Care Coordinator

Name: __________________________

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Define Roles for Health and Non-Health Partners

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Adopt Interoperable and Scalable Technology
Action Checklist

1. Analyze Data Systems and Information Sharing Environment
2. Establish a Dedicated Multidisciplinary Design/Technology Team
3. Set Needs for Technology
4. 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

- Person-Centered Care
- Technology
- Data Analytics
- Public Health Informatics
- Project Management

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
During 2-1-1 San Diego’s three-month 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

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<th>Maximum Possible Score</th>
<th>Reviewer Score</th>
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<td></td>
<td>• Depth and relevance of staff technical expertise and experience</td>
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<td>• Adequacy of staff to perform work</td>
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<td>Costs</td>
<td>• Reasonableness of costs</td>
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<td>Record of Past Performance</td>
<td>• Relevant work examples</td>
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<td></td>
<td>• Client testimonials and references</td>
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<td></td>
<td>• Demonstrated ability to complete work tasks within project timelines and project budgets</td>
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<td>Merit of Proposal</td>
<td>• Thoroughness, clarity, and approach of Proposal</td>
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<td>• Extent to which the proposed solutions meet the scope and needs of this project</td>
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<td>• Demonstrated understanding of project and requirements</td>
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<td>Interview Questions</td>
<td>• Appropriateness and quality of responses to questions</td>
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<td>• Demonstrated unique or exceptional knowledge of the work required</td>
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4. Select Technology that Supports Interoperability and a Shared Record

- Assess Functionality
- Facilitate Data Integration
Selecting a Technology Platform

**ETL**

1. Reads data from a database
2. Converts the data for the new database
3. Loads into the new database

**MDM**

**Master Data Management**

- Detects and merges duplicate records
- Ensures the accuracy, completeness, and consistency of multiple domains of enterprise data

**CIE**

**shared client record**

- Alerts
- Single Sign on

**API**

Food

Jail

EMS

Housing (HMIS)

File upload

Salesforce

Informatica

Community Information Exchange

SAN DIEGO/IMPERIAL

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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
Establish Standard Security and Privacy Measures

• Standardize technical requirements

• Provide ongoing privacy monitoring
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!

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